



ENGINEERING SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 29, 2026

1:05 PM

ENGINEERING SERVICES

- 1.** **Discuss** and gather information regarding a once-a-month Recycling Pickup Event at Warren Road Community Center and other centers located in other areas. **(Requested by Commissioner Tina Slendak)**
- 2.** Approve supplement funding in amount not to exceed \$121,014 to M. Mitchell Group contract to cover cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. AE/ Bid 25-905 (26ENG171)
- 3.** Approve the award of the Construction Contract to Morgan Corporation in the amount of \$4,767,795 for the Deans Bridge Road Solid Waste Facility Phase 3, Stage 2, South Cell 2 – Phase 1 Construction Project. The award is contingent upon receipt of all required signed contract and associated required documents. Also authorize use of \$5.5million from “Solid waste restricted reserve funds” for this project construction and Construction Quality Assurance, and accordingly approve amending Environmental Services FY2026 Budget to add this amount to Solid Waste Operations Funds. AE/ RFP 26-272
- 4.** **Approve** funding in the amount of \$41,000.00 for the continued provision of Rhythm Engineering Technical Support and Software Services through a sole-source procurement for Richmond County’s Traffic ITS Operations, including the operation and maintenance of the Rhythm In-Sync Adaptive Signal Timing System. Also, approve the annual continuation of Rhythm Engineering services to ensure ongoing system support, maintenance, and operational continuity. /AE.
- 5.** **Mr. Richard E Jones-** uneven manway covers and work order cancellations. (Deferred from the August 25, 2026 committee meeting.
- 6.** **Approve** Environmental Services to support the DCA OneGeorgia Authority Hurricane Disaster Relief Grant for the Woodlake Sewer and Water Project
- 7.** Waste collection continuum for citizens of Augusta Richmond County in relation to Coastal Waste unresolved contract disputes with Metropolitan Waste. **(Requested by Commissioner Tony Lewis).**
- 8.** Discuss Johns Road abandonment. **(Requested by Mayor Pro-Tem Wayne Guilfoyle)**
- 9.** Motion to **approve** the minutes of the August 25, 2026 Engineering Services Committee Meeting.
- 10.** Motion to **approve** the minutes of the August 11, 2026 Engineering Services Committee Meeting.

11. Approve Sole Source Procurement of #15 Aux Pump and Base from Templeton and Assoc.
12. Approve Sole Source Procurement of Deep Sea Controller from HI-Tech Power Systems Inc.
13. Approve lowest bidder for Bid 26-209 to M & C Lawn Care & Maintenance Services LLC.
14. Approve Sole Source Procurement of PLC Controller from Border States Inc.



Engineering Services Committee

September 29, 2026

Once a Month Recycling Pickup Event at Warren Rd Community Center

Department:	N/A
Presenter:	N/A
Caption:	Discuss and gather information regarding a once-a-month Recycling Pickup Event at Warren Road Community Center and other centers located in other areas. (Requested by Commissioner Tina Slendak)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Tina Slendak
Sent: Tuesday, September 8, 2026 9:54 AM
To: Lena Bonner
Subject: Item for NEXT Committee Cycle

Please add the following to the next Committee meeting.

Discuss and gather information regarding a once-a-month Recycling Pickup Event at Warren Road Community Center and other centers located in other areas.

Tina Slendak
Commissioner District 7

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AFD:104.1



Engineering Services Committee Meeting

Meeting Date: September 29, 2026

Concrete Flatwork Repair Related to Hurricane Helene Storm Damage- Additional Work

Bid #25-905

File Reference: 26-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve supplement funding in amount not to exceed \$121,014 to M. Mitchell Group contract to cover cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. AE/ Bid 25-905 (26ENG171)
Background:	M. Mitchell Group is under contract with Augusta, Georgia to provide Hurricane Helene damaged concrete flat work services. Services are acquired under RFP 25-905. Augusta Commission awarded the contract on January 6, 2026. FEMA approved work is limited to specific length & width of damaged sidewalks & curbing. However, at several locations adjacent to FEMA approved work limits additional concrete repair work needs to be completed. The work includes the removal and replacement of damaged concrete panels, curb and gutter restoration. This project aims to restore safe pedestrian access and enhancing the overall walkability and resilience of Augusta's neighborhoods.
Analysis:	Although FEMA is covering a significant length of concrete work, there are sidewalk segments adjacent to FEMA approved length that also require repairs. Repairing these segments at the same time is cost effective and efficient, as M. Mitchell Group is already performing FEMA approved work in the vicinity.
Financial Impact:	Funds are available in Engineering SPLOST 8 Sidewalks Improvements.
Alternatives:	Do not approve and identify alternate options to complete this maintenance repairs construction.
Recommendation:	Approve supplement funding in amount not to exceed \$121,014 to M. Mitchell Group contract to cover cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. AE/ Bid 25-905

Funds are available in (\$121,014) 330-041120-54.14110 - FEMA Imbursement & SPLOST 8
the following accounts: Resurfacing

REVIEWED AND HM/sr
APPROVED BY:

ENGINEERING DEPARTMENT**Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

TO:  Andy Penick, Director of Procurement
FROM:  Dr. Hameed Malik, Director, Engineering
DATE: September 22, 2026
SUBJECT: **The M. Mitchell Group**
RFP 25-905
Purchase Order No: 26ENG171

Please approve supplemental funding for the concrete flatwork repair related to Hurricane Helene Storm Damage – Additional work. This is to cover the cost of non-reimbursable concrete flatwork repairs adjacent to the right of way that was damaged by Hurricane Helene. This supplemental funding also includes the removal and replacement of damaged concrete panels, curb and gutter restoration, and aims to restore safe pedestrian access of Augusta's neighborhoods.

It is agreed that as a result of the above-described modifications the contract amount is increased by \$121,014.00 from \$408,731.00 to \$529,745.00.

Funding will come from account number:

\$121,014 - 330-041120-54.14110 – SPLOST 8 Resurfacing funds

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Cc: Hameed Malik, P. E., PhD, Director
Lewis Avery, Assistant Director of Finance & Administration, EESD



M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street. Carrollton, GA 30117
Office #: (678) 664-0293/Fax #: (678) 664-0269
Email: marcus@themitchellgroup.com

July 30th 2026

Proposal Submission To:

Vencent Miller

VMiller@augustaga.gov

Dear Vencent,

Project: AUGUSTA - Additional FEMA Flat work

The M. Mitchell Group, LLC (TMMG) is pleased to present this proposal to roots removal and concrete services to the addresses listed.

We will supply all labor, materials and the necessary equipment to complete the scope of work as indicated. We will coordinate with the owner to facilitate compliance with the schedule as set forth by both parties.

Description: The work to be done shall include all labor, materials, equipment, and services necessary to complete *root removal and concrete pour* on the locations below

	Length	Width	Price
1003 Milledge Rd	125	5	\$14,960.00
Roots will need to be removed before concrete can be poured			
1004 Milledge Rd	50	5	\$7,230.00
978 Heard Ave	80	5	\$9,290.00
Roots will need to be removed before concrete can be poured			
1105 Heard Ave	65	5	\$8,990.00
Roots will need to be removed before concrete can be poured			
1106 Heard Ave	30	5	\$6,880.00
2050 Walton Way	100	5	\$13,500.00
Roots will need to be removed before concrete can be poured			



M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street. Carrollton, GA 30117
Office #: (678) 664-0293/Fax #: (678) 664-0269
Email: marcus@themmitchellgroup.com

The total cost to complete this scope of work is Sixty Thousand Eight Hundred Fifty Dollars (\$60,850.00).

We appreciate the opportunity to present this information and look forward to working with you in the future. If you should have any questions or comments, please do not hesitate to contact me at 404-886-4338.

Sincerely,

Marcus Mitchell
President/CEO


M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street. Carrollton, GA 30117
 Office #: (678) 664-0293/Fax #: (678) 664-0269
 Email: marcus@themitchellgroup.com

August 13th 2026

Proposal Submission To:

Vencent Miller

VMiller@augustaga.gov

Dear Vencent,

Project: AUGUSTA - Additional FEMA Flat work #2

The M. Mitchell Group, LLC (TMMG) is pleased to present this proposal to roots removal and concrete services to the addresses listed.

We will supply all labor, materials and the necessary equipment to complete the scope of work as indicated. We will coordinate with the owner to facilitate compliance with the schedule as set forth by both parties.

Description: The work to be done shall include all labor, materials, equipment, and services necessary to complete *root removal and concrete pour* on the locations below

Additional FEMA Flat work 2		
	Length	Width
2021 Walton Way	80	5
1944 Walton Way	80	5
3125 walton Way	100	5
3215 Winding wood Pl	50	5
C&G	50	1.5
810 Walton Woods Ct		
C&G	50	1.5
2124 highland Ave	60	5
2638 Walton Way	60	5
1305 Walton Way	150	5
905 Heard	30	5
944 Heard	40	5
Tree Roots to remove	4	



M. MITCHELL GROUP

Building A Better Tomorrow Today

167 Watson Street. Carrollton, GA 30117
Office #: (678) 664-0293/Fax #: (678) 664-0269
Email: marcus@themmitchellgroup.com

The total cost to complete this scope of work is Forty-Nine Thousand One Hundred Sixty-Two Dollars and 31/100 Cents. (\$49,162.31).

We appreciate the opportunity to present this information and look forward to working with you in the future. If you should have any questions or comments, please do not hesitate to contact me at 404-886-4338.

Sincerely,

Marcus Mitchell
President/CEO



Engineering Services Committee Meeting

Meeting Date: September 29, 2026

Deans Bridge Road MSW Landfill Phase 3, Stage 2 South Cell 2-Phase 1 Construction

RFP 26-272

File Reference: 26-014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve the award of the Construction Contract to Morgan Corporation in the amount of \$4,767,795 for the Deans Bridge Road Solid Waste Facility Phase 3, Stage 2, South Cell 2 – Phase 1 Construction Project. The award is contingent upon receipt of all required signed contract and associated required documents. Also authorize use of \$5.5million from “Solid waste restricted reserve funds” for this project construction and Construction Quality Assurance, and accordingly approve amending Environmental Services FY2026 Budget to add this amount to Solid Waste Operations Funds. AE/ RFP 26-272
Background:	Deans Bridge Road MSW Landfill Phase 3 active phase is reaching close to its daily waste intake airspace capacity. It warrants construction of the next cell in a timely manner to keep the facility in compliance with its regulatory permit operation & maintenance plan to continue receiving and placing daily waste intake. In addition, maintaining the structural integrity of a newly constructed cell is required when only selected waste is placed on the newly constructed cell. During this transition period, the current cell stays active, receiving the rest of incoming waste. Hence completing construction of new cell by start of 2027 is critical. New cell waste intake area is around eight (8) acres.
Analysis:	Proposals received August 13, 2026. Received proposals evaluated based on criteria outlined in the request for proposals (RFP) document and ranked accordingly. Four firms (submitted proposal. These firms are Gearig Civilworks LLC, Morgan Corporation, Piedmont Mining LLC, and Shamrock Construction) Morgan Corporation being top ranked and the selected firm.
Financial Impact:	To be funded through Solid Waste Enterprise Reserved Fund.
Alternatives:	No alternative proposed. Timely award of this contract & constructing new cell is critical to create solid waste daily intake needed additional airspace.

Recommendation: Approve the award of the Construction Contract to Morgan Corporation in the amount of \$4,767,795 for the Deans Bridge Road Solid Waste Facility Phase 3, Stage 2, South Cell 2 – Phase 1 Construction Project. The award is contingent upon receipt of all required signed contract and associated required documents. Also authorize use of \$5.5million from “Solid waste restricted reserve funds” for this project construction and Construction Quality Assurance, and accordingly approve amending Environmental Services FY2026 Budget to add this amount to Solid Waste Operations Funds. AE/ RFP 26-272

Funds are available in the following accounts: (\$4,767,795) 541-000000-1232130 - Solid Waste Enterprise Reserved Funds

REVIEWED AND HM/sr
APPROVED BY:

Request for Proposal

Bid Announcement for RFP #26-272 Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1 for Augusta-Richmond County for the Augusta Engineering and Environmental Services Department.

Sealed proposals will be received in the Augusta Procurement Department on or before **Thursday, August 6th at 2:00pm**, during our normal business hours from 8:30 am to 5:00 pm, Monday through Friday.

Bid openings are open to the public located at Augusta Municipal Building, 535 Telfair Street, Suite 605, Augusta, GA 30901 or virtually via Microsoft Teams; Meeting ID: 289 497 715 450 577; Passcode: V6wL9nA9.

No proposals will be accepted by email. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor. A 5% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 (706) 821-2422. Plans and specifications for this project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. There is a non-refundable fee of \$100.00 for the plans and specifications for this project. Addenda will also be posted on the plan room's websites.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through Augusta Blueprint (706) 722-6488 beginning Thursday, June 25, 2026. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A Mandatory Pre-Bid conference will be held on **Monday, July 20, 2026, at 2:00pm** in the Hicks Conference Room located at 452 Walker Street and virtually via Teams; Meeting ID: 248 577 005 070 197; Passcode: AD23bQ9i. For the optional site-visit please contact Ms. June Hamal in advance at jhamal@augusaga.gov.

Bidders must mark RFP #26-272 on the outside of the submittal envelope. Bidders must separate their Fee Proposal into a sealed envelope, and technical qualifications in a separate sealed envelope. All instructions are in the Bid Documents.

Any questions, or request for clarification, may be submitted via email to procbidandcontract@augustaga.gov on or before the close of business **Thursday, July 23rd, 2026, by 5:00pm**

Deliver all bids to:
Attn: Tywana Scott
535 Telfair Street - Room 605
Augusta, Georgia 30901
Phone: 706-821-2422
Email: procbidandcontract@augustaga.gov

Publish: Augusta Chronicle June 25th and July 2nd, 9th, and 16th



**RFP Opening: RFP #26-272 Deans Bridge Road MSW Landfill Phase III,
Stage II South Cell 2 - Phase 1
for Augusta, GA - Augusta Engineering and Environmental Services Department
RFP Due Date: Thursday, August 13, 2026 @ 2:00 p.m.**

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 10
Total Electronic Notifications (Demandstar): 277
Georgia Procurement Registry: 1052
Mandatory Pre-Bid Conference: 37
Total packages submitted: 4
Total Non-Compliant: 0

Vendors	Attachment "B"	Addendum 1, 2, &3	E-Verify Number	SAVE Form	Original & USB Drive	Bid Bond	Fee Proposal
Gearig Civilworks, LLC 322 Grimaude Blvd. Grovetown, GA 30813	Yes	Yes	226337	Yes	Yes	Yes	Yes
Morgan Corporation 1800 E. Main Street Duncan, SC 29334	Yes	Yes	132551	Yes	Yes	Yes	Yes
Piedmont Mining, LLC 815 N. Minn Street Wren, GA 30833	Yes	Yes	924422	Yes	Yes	Yes	Yes
Shamrock Construction 503 Patton Avenue Greensboro, NC 27406	Yes	Yes	2302820	Yes	Yes	Yes	Yes

No Response Letter - CBP Environmental, Inc

 Evaluation Sheet RFP Item #RFP Item #26-272 Deans Bridge Road MSW Landfill Phase III, Stage II South Cell 2 - Phase 1 RFP Due: Thursday, August 6, 2026 at 2:00pm. Evaluation Date: Tuesday, August 25, 2026 @ 2:00 p.m.																		
Vendors			Gearig Civilworks, LLC 322 Grimaude Blvd. Grovetown, GA 30813		Morgan Corporation 1800 E. Main Street Duncan, SC 29334		Piedmont Mining, LLC 815 N. Minn Street Wren, GA 30833		Shamrock Construction 503 Patton Avenue Greensboro, NC 27406		Gearig Civilworks, LLC 322 Grimaude Blvd. Grovetown, GA 30813		Morgan Corporation 1800 E. Main Street Duncan, SC 29334		Piedmont Mining, LLC 815 N. Minn Street Wren, GA 30833		Shamrock Construction 503 Patton Avenue Greensboro, NC 27406	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)															
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)								Weighted Scores						
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience		(0-5)	15	3.7	5.0	3.2	5.0	55.0	75.0	47.5	75.0							
3. Organization & Approach		(0-5)	10	3.5	4.8	3.0	3.3	35.0	48.3	30.0	33.3							
4.Scope of Services: a.Detailed Scope of Services to be Provided i.Proposed scope of services is appropriate for all phases of the work. ii.Scope addresses all known project/service needs and appears achievable in the timeframes set forth in the project/service schedule. b.Project Deliverables iii.Deliverables are appropriate to schedule and scope set forth in above requirements. iv.Describe Project construction execution and sequence c.Bost Control and Budgeting Methodology v.Proposer has a system or process for managing cost and budget. vi.Evidence of successful budget management for a similar project/service.		(0-5)	25	3.0	5.0	3.0	3.2	75.0	125.0	75.0	80.8							
5. Schedule of Work		(0-5)	15	3.0	5.0	3.0	3.8	45.0	75.0	45.0	57.5							
6. Proximity to Area - enter the point value for the one line only) Non-Weighted											Cost/Fee Proposal Consideration							
Within Richmond County		50						0.0	0.0	0.0	0.0							
Within CSRA		30	30.0			30.0		30.0	0.0	30.0	0.0							
Within Georgia		20						0.0	0.0	0.0	0.0							
Within SE		10			10.0		10.0	0.0	10.0	0.0	10.0							
All Others		5						0.0	0.0	0.0	0.0							
Phase 1 Total - (Total Maximum Ranking 80 - Maximum Weighted Total Possible 375)			43.2	29.8	42.2	25.4	240.0	333.3	227.5	256.7								
Phase 2 (Option - Numbers 7-8) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
7. Presentation by Team		(0-5)	10					0.0	0.0	0.0	0.0							
8. Q&A Response to Panel Questions		(0-5)	5					0.0	0.0	0.0	0.0							
9. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only) Non-Weighted																		
Lowest Fees		50				50.0		0.0	0.0	50.0	0.0							
Second		30					30.0	0.0	0.0	0.0	30.0							
Third		20		20.0				0.0	20.0	0.0	0.0							
Forth		10	10.0					10.0	0.0	0.0	0.0							
Fifth		5						0.0	0.0	0.0	0.0							
Total Phase 2 - (Total Maximum Ranking 60 - Maximum Weighted Total Possible 125)			10.0	20.0	50.0	30.0	10.0	20.0	50.0	30.0								
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																		
Total Cumulative Score (Maximum point is 500)			53.2	49.8	92.2	55.4	250.0	353.3	277.5	286.7								
Internal Use Only																		
Evaluator: Cumulative Date: 8/25/26																		
Procurement DepartmentRepresentative:____Nancy Williams_____																		
Procurement Department Completion Date: 8/25/26																		

**ENGINEERING & ENVIR. SVCS. DEPARTMENT****Hameed Malik, Ph.D., P.E., Director****MEMORANDUM**

TO: Andy Penick, Director Procurement

FROM:  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: August 28, 2026

SUBJECT: DBRLF Phase 3 Stage II South Cell 2-Phase 1 Construction
RFP 26-272
File Reference: 26-014(A)

It is the recommendation of Augusta Engineering (AE) to award RFP 26-272, "Deans Bridge Road NSW Landfill Phase III, Stage II South Cell 2-Phase 1," to Morgan Corporation (Morgan), the highest-ranked firm. AE reviewed and evaluated Morgan's proposed fees and determined them to be reasonable. Accordingly, AE recommends acceptance of Morgan's fees as submitted in its response to RFP 26-272.

AE is preparing a contract award agenda item for consideration and action by the Augusta Commission. The award is contingent upon receipt and execution of the signed contract, as well as submission of all required bonds & insurance documentation.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc: Nancy Williams, Procurement Department
June Hamal & Oscar Flit, Augusta Engineering & Environmental Services
Program File

Augusta Blueprint & Microfilm, Inc

#26-272 Deans Bridge Rd MSW Landfill Phase III, Stage II South Cell 2 - m Phase 1 Landfill Phase III Stage II South Cell 2 - Phase I

Item 3.

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	Piedmont Mining, LLC			X	X	815 North Main Street Wrens, GA 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	
2	Gearig Civilworks, LLC			X	X	322 Grimaude Blvd. Grovettown, GA 30813 ryanr@gearig.com	706-832-6729	706-860-9639
3	Shamrock Construction & Remediation, LLC		X		X	503 Patton Avenue Greensboro, NC 27406 bward@shamrockconstruct.com	336-708-5930	
4	Comanco Environmental Corporation		X		X	4301 Sterling Commerce Drive Plant City, FL 33566 estimatingadmin@comanco.com	813-988-8829	813-652-8702
5	Blue Flame Crew		X		X	1733 Park Street Naperville, IL 60563 rmasukawa@Blueflameco.com	925-549-0805	
6	Contract Management Inc,			X	X	1829 Killingsworth Road Augusta, GA 30904 gregoryw@contractmgmtinc.com	706-667-9033	706-667-9034
7	T & K Construction LLC		X		X	235 County Road 1242 Vinemont, AL 35179 mike@tandkconstruction.com	256-734-6611	256-734-4977
8	Construct Connect				X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 pam.exton@constructconnect.com	513-588-1501	
9	CBP		X		X	1928 Executive Park Drive Statham, GA jacob.odon@cbpinc-ga.com 980-699-8888	770-725-7400	
10	Integrity Environmental Solutions, LLC		X		X	1601 Johnson Ferry Road, Suite 300 Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
11	Barnett Southern Corporation			X	X	3515 Wheeler Rd Bldg C Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
12	L&S Contractor			X	X	753 S. Allen Rd. Fiat Rock, NC 28731 nate.lawing@lawingandson.com	910-391-7072	
13	RTD Enterprises				X	196 Old Pointe Madison, ME 04950 Garrett@rtdenterprises.com	207-313-9414	
14	BlueWater EnviroLining				X	3411 S Council Road OKC, OK 73179 pboren@bluewaterok.com	405-568-8313	405-703-9024
15	Morgan Corporation				X	1800 E Main Street Duncan, SC 29334 tcsenge@morgan-corp.com	603-313-9978	

Augusta Blueprint & Microfilm, Inc

#26-272 Deans Bridge Rd MSW Landfill Phase III, Stage II South Cell 2 -m Phase 1 Landfill Phase III Stage II South Cell 2 - Phase I

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	Piedmont Mining, LLC			X	X	815 North Main Street Wrens, GA 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	
2	Gearig Civilworks, LLC			X	X	322 Grimaude Blvd. Grovetown, GA 30813 ryanr@gearig.com	706-832-6729	706-860-9639
3	Shamrock Construction & Remediation, LLC		X		X	503 Patton Avenue Greensboro, NC 27406 bward@shamrockconstruct.com	336-708-5930	
4	Comanco Environmental Corporation		X		X	4301 Sterling Commerce Drive Plant City, FL 33566 estimatingadmin@comanco.com	813-988-8829	813-652-8702
5	Blue Flame Crew		X		X	1733 Park Street Naperville, IL 60563 rmasukawa@Blueflameco.com	925-549-0805	
6	Contract Management Inc.			X	X	1829 Killingsworth Road Augusta, GA 30904 gregoryw@contractmgmtinc.com	706-667-9033	706-667-9034
7	T & K Construction LLC		X		X	235 County Road 1242 Vinemont, AL 35179 mike@tandkconstruction.com	256-734-6611	256-734-4977
8	Construct Connect				X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 pam.exton@constructconnect.com	513-588-1501	
9	CBP		X		X	1928 Executive Park Drive Statham, GA jacob.odon@cbpinc-ga.com	770-725-7400	
10	Integrity Environmental Solutions, LLC		X		X	1601 Johnson Ferry Road, Suite 300 Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
11	Barnett Southern Corporation			X	X	3515 Wheeler Rd Bldg C Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
12	L&S Contractor			X	X	753 S. Allen Rd. Flat Rock, NC 28731 nate.lawing@lawingandson.com	910-391-7072	
13	RTD Enterprises				X	196 Old Pointe Madison, ME 04950 Garrett@rtdenterprises.com	207-313-9414	
14	BlueWater EnviroLining				X	3411 S Council Road OKC, OK 73179 pboren@bluewaterok.com	405-568-8313	405-703-9024
15	Morgan Corporation				X	1800 E Main Street Duncan, SC 29334 tcsenge@morgan-corp.com	603-313-9978	

Augusta Blueprint & Microfilm, Inc

#26-272 Deans Bridge Rd MSW Landfill Phase III, Stage II South Cell 2 - m Phase 1 Landfill Phase III Stage II South Cell 2 - Phase I

Item 3.

Set#	Rec'd By	Del	Shipped	Pick-Up	Email	Address	Phone	Fax
1	Piedmont Mining, LLC			X	X	815 North Main Street Wrens, GA 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	
2	Gearig Civilworks, LLC			X	X	322 Grimaude Blvd. Grovetown, GA 30813 ryanr@gearig.com	706-832-6729	706-860-9639
3	Shamrock Construction & Remediation, LLC		X		X	503 Patton Avenue Greensboro, NC 27406 bward@shamrockconstruct.com	336-708-5930	
4	Comanco Environmental Corporation		X		X	4301 Sterling Commerce Drive Plant City, FL 33566 estimatingadmin@comanco.com	813-988-8829	813-652-8702
5	Blue Flame Crew		X		X	1733 Park Street Naperville, IL 60563 rmasukawa@Blueflameco.com	925-549-0805	
6	Contract Management Inc.,			X	X	1829 Killingsworth Road Augusta, GA 30904 gregoryw@contractmgmtinc.com	706-667-9033	706-667-9034
7	T & K Construction LLC		X		X	235 County Road 1242 Vinemont, AL 35179 mike@tandkconstruction.com	256-734-6611	256-734-4977
8	Construct Connect				X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 pam.exton@constructconnect.com	513-588-1501	
9	CBP		X		X	1928 Executive Park Drive Statham, GA jacob.odon@cbpinc-ga.com 980-699-8888	770-725-7400	
10	Integrity Environmental Solutions, LLC		X		X	1601 Johnson Ferry Road, Suite 300 Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
11	Barnett Southern Corporation			X	X	3515 Wheeler Rd Bldg C Marietta, GA 30062 ddisanto@integrityenvsol.com	980-699-8888	704-283-9755
12	L&S Contractor			X	X	753 S. Allen Rd. Fiat Rock, NC 28731 nate.lawing@lawingandson.com	910-391-7072	
13	RTD Enterprises				X	196 Old Pointe Madison, ME 04950 Garrett@rtdenterprises.com	207-313-9414	
14	BlueWater EnviroLining				X	3411 S Council Road OKC, OK 73179 pboren@bluewaterok.com	405-568-8313	405-703-9024
15	Morgan Corporation				X	1800 E Main Street Duncan, SC 29334 tcsenge@morgan-corp.com	603-313-9978	

Planholders

[Add Supplier](#) [Export To Excel](#)

Supplier (10)

Supplier ⌵	Download Date
Apex Contract Solutions	07/31/2026
ConstructConnect	07/09/2026
Dodge Data	07/08/2026
GovGuide	07/16/2026
L&S Site Contractor	07/09/2026
M J Construction Company Anchor Construction	07/14/2026
Onvia, Inc. - Content Department	07/08/2026
Sanders Welding & Fabrication Llc	07/13/2026
scs field services	07/10/2026
Tartes steel innovations LLC	07/27/2026

[Add Supplier](#)

Supplier Details

Supplier Name	Apex Contract Solutions
Contact Name	Selena Myles
Address	907 creekdale dr , Clarkston, GA 30021
Email	apexcontractusa@gmail.com
Phone Number	(66-2) -275-5379

Documents

Filename	Type	Action
----------	------	--------

LANDSERVER
2831 CARWELL ROAD
RICHMOND, VA 23234

LEWIS CONTRACTING SERVICES
457 FLAT SHOALS AVE. SE, SUITE 2
ATLANTA, GA 30316

ENVIRONMENTAL SPECIALTIES
7943 PECUE LANE SUITE A
BATON ROUGE, LA 70809

GEARIG BROTHERS CIVILWORKS
322 GRIMAUDE BLVD
GROVETOWN, GA 30813

GARNTO SOUTHERN CONSTRUCTION
4811 CLARK DRIVE
EVANS, GA 30809

PEED BROTHERS
42 INDUSTRIAL ROAD
BUTLER, GA 31006

**COOPER BARNETTE PAGE
ENVIRONMENTAL**
1928 EXECUTIVE PARK DR., SUITE A
STATHAM, GA 30666

PHILLIPS & JORDAN
2500 FAIRFAX RD., SUITE 101D
GREENSBORO, NC 27407

CAMANCO
4301 STERLING COMMERCE DR
PLANT CITY, FL 33569

T & K CONSTRUCTION
235 COUNTY ROAD 1242
VINEMONT, AL 35179

SOUTHEAST ENVIRONMENTAL
5567 VAL DEL ROAD
HAHIRA, GA 31632

L-J
220 STONERIDGE DR., SUITE 405
COLUMBIA, SC 29210
(RETURN MAIL)

REEVES CONSTRUCTION
ATTN: GREG HAMILTON
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

TERRA EXCAVATING, LLC
1760 GORDON HIGHWAY
AUGUSTA, GA 30904
RETURNED MAIL

BEAM'S CONTRACTING
15030 ATOMIC ROAD
BEECH ISLAND, SC 29842

STRACK, INC.
125 LASER INDUSTRIAL COURT
FAIRBURN, GA 30213

RICHARDSON CONSTRUCTION CO
6806 MONTICELLO RD.
COLUMBIA, SC 29203

C. A. MURREN & SONS
2275 LOGANVILLE HWY.
GRAYSON, GA 30017

**AMERICAN ENVIRONMENTAL &
CONSTRUCTION SERVICES, INC.**
1170 TIDWELL ROAD, SUITE 103
ALPHARETTA, GA 30004

**EARTHWORKS GRADING &
CONTRACTING**
6556 GEORGE WALTON DRIVE
HARLEM, GA 30814

MAGNUM CONTRACTING, LLC
2 MOUNTAIN PARK
JASPER, GA 30143

BID ITEM #26-272
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, SOUTH CELL 2 – PHASE 1
CONSTRUCTION
FOR AEEDS DEPARTMENT
MAILED OUT 06/25/26

BID ITEM #26-272
DEANS BRIDGE ROAD MSW LANDFILL
PHASE 3, STAGE 2, SOUTH CELL 2 – PHASE 1
CONSTRUCTION
FOR AEEDS DEPARTMENT
BID DUE: THURS., 08/06/26 @ 2:00 P.M.

JUNE HAMAL
ENGINEERING DEPARTMENT

DR. YOLANDA JACKSON
COMPLIANCE DEPARTMENT

DR. HAMEED MALIK
ENGINEERING DEPARTMENT

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



Engineering Services Committee Meeting

Meeting Date: September 29, 2026

Rhythm Engineering Rhythm Systems Technical Support
& Software Update for Richmond County Traffic ITS Program

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve funding in the amount of \$41,000.00 for the continued provision of Rhythm Engineering Technical Support and Software Services through a sole-source procurement for Richmond County's Traffic ITS Operations, including the operation and maintenance of the Rhythm In-Sync Adaptive Signal Timing System. Also, approve the annual continuation of Rhythm Engineering services to ensure ongoing system support, maintenance, and operational continuity. /AE.
Background:	Rhythm Engineering is sole provider of this system and associated technical services and software upgrades. The Augusta Traffic Engineering existing ITS operations supported by Rhythm InSync adaptive signal control system. This system, along with the TE network has greatly improved Augusta ability to enhance traffic safety and flow throughout Richmond County. It has also helped tremendously with the annual Masters Golf Tournament held each April. Much of the hardware and software that currently runs on our traffic signals network need continuous technical support and software upgrades.
Analysis:	The Augusta Traffic Engineering existing ITS operations supported by Rhythm InSync adaptive signal control system. This system operation & maintenance require continuous technical support services and associated software upgrades. Rhythm Engineering is sole sour provider of these services and offer such services on annual contract basis. No other options are offered.
Financial Impact:	SPLOST 8- Traffic Safety Operations
Alternatives:	Not proposed.
Recommendation:	Approve funding in the amount of \$41,000.00 for the continued provision of Rhythm Engineering Technical Support and Software Services through a sole-source procurement for Richmond County's Traffic ITS Operations, including the operation and maintenance of the Rhythm In-Sync Adaptive Signal Timing System. Also, approve the annual continuation of Rhythm Engineering services to ensure ongoing system support, maintenance, and operational continuity. /AE.

Funds are available in (\$41,000) (\$41,000) 330-041110-54.24120 / 222830909-54.24120 - SPLOST 6 -
the following accounts: Traffic Safety Operations

REVIEWED AND HM/sr
APPROVED BY:



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: Rhythm Engineering E-Verify Number: 238686

Commodity: Technical Support & Software Upgrade

Estimated annual expenditure for the above commodity or service: \$ 41,000.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- X 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Hameed Malik Department: AEES

Date: 9/16/2026

Department Head Signature: *[Signature]*

Date: 9/16/20

Approval Authority: *Andy Penick*

Date: 9/18/26

Administrator Approval: (required – not required)

Date:

COMMENTS:

**ENGINEERING DEPARTMENT**

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Andy Penick – Procurement Director Hameed

FROM:  Malik, P.E., Ph D., Engineering Director August

DATE: September 16, 2026

SUBJECT: Rhythm Engineering System Technical Support & Software upgrade

Rhythm Engineering is the industry standard provider for adaptive traffic control systems throughout the country. Rhythm Engineering is the sole provider of the In-Sync Adaptive Traffic Control System used extensively throughout Augusta, Richmond County, and the CSRA. In-Sync items technical support and software upgrades must be done by them, as they are the only authorized entity to sell their own products or perform such work.

Rhythm engineering presently provides technical & software upgrade support to Augusta Engineering Traffic ITS TMC operation. Continuity of such support is critical for proper functioning of ITS system.

Rhythm Engineering is headquartered in Lenexa, Kansas and has customers throughout the United States.

cc: File



Rhythm Engineering, LLC

Invoice

Quote To Name Hameed Malik, Ph.D., P.E.
 Quote To 452 Walker St. Suite 120
 Augusta, Georgia 30901
 USA

Invoice Number 4489
 Invoice Date 7/22/2026

New Company Address:
 14019 W 95th St
 Lenexa, KS, Kansas 66215
 USA

Shipping & Invoice Addresses

Shipping Address Augusta, GA
 452 Walker St. Suite 120
 Augusta, GA 30901
 USA

Invoice Address Augusta, GA
 452 Walker St. Suite 120
 Augusta, GA 30901
 USA

Contract Details

Quote Reference 027177
 S.O. No 18-14824

Opportunity Name (CSR1) Consolidated Support Renewal Augusta,
 GA 027177
 Account Name Augusta, GA
 Terms Net 30

Product	Product Description	Line Item Description	Quantity	Sales Price	Total Price
1 Year Remote Support Contract w/ Software Support	Technical Support and Software Updates	365 days technical support for 40 intersections for the period 2026-07-01 - 2027-07-01	40.00	\$1,000.00	\$40,000.00
1 Year Remote Support Contract w/ Software Support	Technical Support and Software Updates	365 days technical support for 1 intersections for the period 2027-01-01 - 2028-01-01	1.00	\$1,000.00	\$1,000.00

Subtotal	\$41,000.00
Grand Total	\$41,000.00
Payments	\$0.00
Balance Due	\$41,000.00

A 5% Processing Fee will added to all credit card orders.

Terms & Conditions

Payment is due within 30 days of the invoice date. Client understands that Rhythm depends on Client prompt payment in the conduct of Rhythm's business. In particular, Client's failure to pay timely the amounts owed to Rhythm jeopardizes Rhythm's ability to pay its employees, suppliers, and other creditors and may result in an impairment of Rhythm's credit standing and status with sureties and lenders. Because the damages Rhythm may sustain as a result of Client's late payment are difficult, if not impossible, to calculate, Client agrees that if Rhythm has not received payment within 30 days of invoicing, Client shall pay to Rhythm as liquidated damages an amount equal to 5% of the unpaid amounts. Client and Rhythm agree that the amount of liquidated damages is a reasonable estimate of Rhythm's damages, which are otherwise difficult to calculate. If payment exceeds 60 days past the invoice date (30 days past due), additional finance charges shall be applied at an interest rate of 18% APR. Finance charges are computed against the unpaid invoice balance, plus any liquidated damages and/or fees. Time is of the essence. In addition to any other remedies available to Rhythm at law or in equity to address Client's breach of its obligations to pay Rhythm



Engineering Services Committee

August 25, 2026

Uneven manway covers

Department:	N/A
Presenter:	N/A
Caption:	Mr. Richard E Jones- uneven manway covers and work order cancellations.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

☐ Commission	Date of Meeting _____
☐ Public Safety Committee	Date of Meeting _____
☐ Public Services Committee	Date of Meeting _____
☐ Administrative Services Committee	Date of Meeting _____
☒ Engineering Services Committee	Date of Meeting <u>25 August</u>
☐ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Richard E Jones
 Address: 2316 Tudor Dr Augusta GA
 Telephone Number: 762-218-0794
 Fax Number: _____
 E-Mail Address: _____

Caption/Topic of Discussion to be placed on the Agenda:

Uneven manway cover work order cancellations

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building

535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820

Fax Number: 706-821-1838

E-Mail Address: lbonner@augustaga.gov
nmcfarley@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

8:37 am
 (PN)

Work order request list *reference Road problems*

1. 515931 manway cover Crawford ave. an Watkins striking up
2. 505125 resurface heard ave. at Walton way to central ave.
3. 505120 on laney walker from 2d street to eastboundry about 4 uneven Manways striking in the right lane like speed bumps *2023*
4. 505121 baker ave from Richmond academy to central ave. needs *2023* resurfacing
5. ** 524461 crossing stripes needed in front Bethel AME church *2024*
 ** 524462 put pedestrian crossing signs to go with crossing stripes *2024*
6. 503786 3 uneven large manway cover on tubman home rd. from Gordon hwy to tudor dr. *did 2 out of 3*
7. 505125 on Walton way infront piedmont hospital uneven way about 4 *2023*
8. ~~24-00034875 hole on olive rd near old dairy queen~~ *Done*
9. 505118 large uneven manway that belong to ga power or att has it been coordinated to even it with surface

comment — the manway covers to be or small can be fix done just like the one on stant coming to telfair threw out the county an city streets



Commission Meeting

Meeting Date: 09/29/2026

Approve Environmental Services to support the DCA OneGeorgia Authority Hurricane Disaster Relief Grant for the Woodlake Sewer and Water Project

Department:	Utilities Department
Presenter:	Wes Byne
Caption:	Approve Environmental Services to support the DCA OneGeorgia Authority Hurricane Disaster Relief Grant for the Woodlake Sewer and Water Project
Background:	The Utilities Department applied for the Department of Community Affairs OneGeorgia grant to be applied towards the Woodlake Sewer and Water replacement project. This will repair or replace approximately 7,000 feet of water and sewer pipe in and around the Woodlake neighborhood, which was damaged or negatively impacted by Hurricane Helene. An analysis of water resources in the area will be conducted, and a permit submitted to the USACE and Ga EPD for compliance with regulatory permitting requirements.
Analysis:	This scope of work is the next phase in conducting the water and sewer design, and will allow us to move forward with this grant.
Financial Impact:	\$ Total cost is estimated to be \$30,500.
Alternatives:	No Alternative.
Recommendation:	Approve this contract for services.
Funds are available in the following accounts:	\$30,500 is available in 507043490-5212115 / 80300105-5212115
<u>REVIEWED AND APPROVED BY:</u>	N/A



August 20, 2026

Wes Byne, P.E.
Director, Augusta Utilities Department
452 Walker Street
Augusta, GA 30906
WByne@augustaga.gov

Re: Proposal for Environmental Services
Woodlake Sewer and Water Replacement Project
Project #695.4

Dear Mr. Byne:

Bluewater Engineering Services is pleased to submit this proposal to provide professional environmental consulting services for the Woodlake Sewer and Water Replacement Project. The project involves the proposed replacement and relocation of sanitary sewer infrastructure, associated streambank restoration or stabilization, and replacement of portions of the existing water distribution system. The project is located within the Woodlake and Quail Hollow neighborhoods near Tobacco Road, Windsor Spring Road, and the Gate 5 entrance to Fort Gordon. The broader project area encompasses approximately 1,800 parcels, as described in the Preliminary Engineering Report prepared for the Augusta Utilities Department in December 2025.

Wetlands, streams, and other aquatic resources are anticipated within the project area. The proposed environmental services will include an aquatic resources delineation, GPS location and mapping of delineated resources, preparation of an Aquatic Resources Delineation Report, and coordination with the U.S. Army Corps of Engineers to obtain a Preliminary Jurisdictional Determination. Based on the currently anticipated project activities, Bluewater will also prepare and submit the documentation necessary to seek authorization under an applicable Department of the Army Nationwide Permit pursuant to Section 404 of the Clean Water Act. If the final design includes encroachments within Georgia's State-mandated 25-foot stream buffer, Bluewater will prepare and submit a Stream Buffer Variance application to the Georgia Environmental Protection Division. A detailed scope of services is provided below.



Scope of Services

I. Aquatic Resources Delineation and Location/Mapping

- Review any available maps, aerial imagery, and other relevant documentation of the project area prior to site visit.
- Perform a site visit to evaluate the project area for wetlands, streams, and other aquatic resources.
- Delineate and flag the boundaries of wetlands, streams, and other aquatic resources within the project area, if present.
- Evaluate delineated streams and other waters for potential classification as State waters subject to Georgia's stream-buffer requirements.
- Locate the delineated aquatic resource boundaries using survey-grade GPS/GNSS equipment.
- Prepare GIS mapping depicting the location and extent of delineated aquatic resources within the project area.

***Note:** GPS/GNSS accuracy may be affected by dense vegetation, tree canopy, terrain, satellite reception, and other field conditions. Professional land surveying and preparation of a signed or certified aquatic-resources plat by a licensed land surveyor are not included in this scope. If required by the U.S. Army Corps of Engineers or another regulatory agency, those services may be provided under a separate proposal.*

II. Aquatic Resources Delineation Report (ARDR)

- Prepare applicable wetland determination data forms, stream assessment forms, photographs, maps, and other supporting documentation.
- Prepare an Aquatic Resources Delineation Report describing the evaluation methods, existing site conditions, and aquatic resources identified within the project area.
- Provide a preliminary professional assessment of the potential federal and State regulatory status of the identified aquatic resources.
- Prepare and submit the final Aquatic Resources Delineation Report and associated mapping to the client.

***Note:** The regulatory status and jurisdictional limits of aquatic resources are subject to verification by the applicable regulatory agencies. The ARDR does not constitute a jurisdictional determination by the U.S. Army Corps of Engineers.*



III. Preliminary Jurisdictional Determination (PJD)

- Prepare the maps, forms, and supporting documentation required for a Preliminary Jurisdictional Determination request.
- Coordinate with the client and project engineer to obtain available project information necessary for the submittal.
- Prepare and submit the PJD request package to the U.S. Army Corps of Engineers for review of the delineated aquatic-resource boundaries within the project area.
- Coordinate with the U.S. Army Corps of Engineers during its review of the PJD request.

***Note:** A Preliminary Jurisdictional Determination (PJD) is a non-binding tool for planning and permitting and does not assert or concede Clean Water Act jurisdiction. A PJD assumes aquatic resources may be jurisdictional solely to advance the project. This scope does not include an Approved Jurisdictional Determination (AJD), which is the only binding jurisdictional decision under current guidance and the Sackett v. EPA (2023) standard. An AJD would require a separate scope and additional coordination with the U.S. Army Corps of Engineers.*

IV. Section 404 Pre-Construction Notification (PCN)/ Nationwide Permit (NWP)

If the final project design results in impacts to waters of the United States requiring Department of the Army authorization, Bluewater will perform the following services:

- Review the proposed project plans and calculate temporary and permanent impacts to aquatic resources.
- Prepare the project description, purpose and need, avoidance and minimization narrative, impact tables, photographs, location maps, and other supporting documentation required for the PCN package.
- Perform a qualitative assessment of aquatic-resource functions and adverse impacts in accordance with applicable U.S. Army Corps of Engineers compensatory-mitigation guidance, if required.
- Coordinate with mitigation banks to determine credit availability and prepare an estimated mitigation-credit cost, if compensatory mitigation is required.
- Coordinate with the Augusta Utilities Department Engineer regarding impact calculations, construction details, plan sheets, and supporting exhibits. Required impact sketches and engineering exhibits will be prepared by the Augusta Utilities Department Engineer.



- Prepare and submit the PCN package to the U.S. Army Corps of Engineers requesting authorization under the applicable Nationwide Permit.

***Note:** This scope assumes that the proposed impacts qualify for authorization under a Nationwide Permit. Preparation of an Individual Permit application, purchase of mitigation credits, agency fees, substantive responses to Requests for Additional Information, and revisions resulting from changes to the project design are not included in this scope.*

V. Stream Buffer Variance

If the final project design results in encroachment within Georgia's State-mandated 25-foot stream buffer, Bluewater will perform the following services:

- Coordinate with the Augusta Engineering Department, acting as the Local Issuing Authority, and request written confirmation that a Stream Buffer Variance is required for the proposed buffer encroachments.
- Review the proposed design and calculate temporary and permanent impacts within the State-mandated stream buffer.
- Prepare the Stream Buffer Variance application, alternatives analysis, project justification, photographs, impact calculations, and other supporting documentation required by the Georgia Environmental Protection Division.
- Coordinate with the client and Augusta Utilities Department Engineer regarding the proposed buffer impacts, construction details, and supporting exhibits. Stream-buffer impact exhibits and engineering plan sheets will be prepared by the Augusta Utilities Department Engineer.
- Prepare and submit the completed Stream Buffer Variance application package to Georgia EPD for review.

***Note:** This scope does not include application fees, public-notice costs, substantive responses to agency Requests for Additional Information, or revisions resulting from changes to the project design. These services may be provided under a separate scope or on a time-and-materials basis.*



Fee Structure

Fees are based on the scope of services described above. Tasks I through III constitute the base environmental services for the project. Tasks IV and V are contingent services that will be performed only if required by the final project design and authorized by the client. Unless otherwise stated, services outside the defined scope will be performed on a time-and-materials basis in accordance with the attached Terms and Conditions.

<u>Base Environmental Services</u>	Fee
I. Aquatic Resources Delineation and Survey-Grade GPS Mapping	\$ 10,000
II. Aquatic Resources Delineation Report (ARDR)	\$ 3,000
III. Preliminary Jurisdictional Determination (PJD)	\$ 4,500
Base Services Subtotal	\$ 17,500
 <u>Contingent Permitting Services</u>	
IV. Section 404 PCN/Nationwide Permit	\$ 8,000
V. Georgia EPD Stream Buffer Variance	\$ 5,000
Contingent Services Subtotal	\$ 13,000
 Total Proposed Fee, if all services are required	\$ 30,500

Requests for Additional Information

Following submission of the PJD, PCN/Nationwide Permit, or Stream Buffer Variance application, the reviewing regulatory agency may issue one or more Requests for Additional Information (RAIs). Routine administrative coordination and project-status inquiries are included in the applicable task fee. However, substantive RAI responses requiring additional analysis, fieldwork, meetings, revised calculations, revised exhibits, or coordination resulting from changes to the project design are not included in the fixed-fee scope.

If requested and authorized by the client, Bluewater will prepare substantive RAI responses on a time-and-materials basis in accordance with the attached Terms and Conditions. Bluewater will not exceed the authorized budget without prior approval from the client.

Estimated Budget for Regulatory RAI Responses: \$ 2,500-\$5,000



Exclusions

Except as listed herein, work outside the stated scope of services is excluded from this proposal. Additional services may be provided at the request of the owner. Services may be secured through a separate contract, or on an hourly rate basis as described in the Terms & Conditions section herein. Unless specifically identified in this proposal, the following services are excluded:

- Approved Jurisdictional Determination (AJD)
- Individual Permit applications
- Georgia EPD Section 401 Water Quality Certification
- Endangered species surveys or consultation
- Cultural resource investigations
- NEPA documentation
- Survey-grade wetland/aquatic resources plats
- Boundary or topographic surveying
- Construction staking or wetland flag certification by a licensed surveyor
- Permit modifications resulting from project redesign after submittal
- Construction-phase environmental compliance or monitoring
- Mitigation bank credit purchases or associated fees
- Federal, state, or local agency review fees

We appreciate the opportunity to provide these services and look forward to working with the Augusta Utilities Department on this project. If you have any questions or need additional information, please let us know.

Sincerely,

Bluewater Engineering Services

Nate Hobbs, PWS
Environmental & Field Services Manager



Terms & Conditions:

1. Cost for application and/or permit fees has not been included in this proposal. Payment of such fees shall be the responsibility of the owner.
2. Invoices will be submitted monthly for work performed during the previous month. Payment is due within 30 days of the date of the invoice. Beyond 30 days, interest on accounts due will be assessed at 1.5% per month for each month of delinquency.
3. Unless other arrangements are made, additional services beyond the scope of this proposal may be obtained on a cost + 15% basis. Cost for hourly work shall be determined as follows:

Principal Engineer, P.E.	\$ 200.00/hr.
Project Manager	\$ 175.00/hr.
Design Engineer	\$ 150.00/hr.
Environmental Specialist	\$ 130.00/hr.
Field Technician/Inspector	\$ 75.00/hr.
Draftsman/CAD Technician	\$ 75.00/hr.
Administrative	\$ 55.00/hr.
Survey Crew	Request Quote

Mileage will be billed at the Federal rate (\$0.76/mile)

4. This proposal shall be valid for 30 days from the date of preparation. If the proposal has not been signed after such time, Bluewater Engineering Services reserves the right to modify the terms and fees in this proposal as needed.
5. The client agrees to limit the liability of Bluewater Engineering Services to the owner, contractor, and subcontractors on this project due to negligent acts, errors or omissions such that the total aggregate liability to all those named shall not exceed the total fee for services rendered on this project.
6. Client agrees, to the fullest extent permitted by law, to indemnify and hold Bluewater Engineering Services, LLC harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors, consultants or anyone for whom the Client is legally liable, and arising from the project which is the subject of this proposal.
7. Bluewater Engineering Services shall not incur any liability associated with failure by the owner or contractor to adhere to the approved plans for this project. Further, Bluewater Engineering Services shall not be liable for use of the plans for purposes other than the construction of the project scope.
8. By signing below, you authorize Bluewater Engineering Services to proceed with the Scope of Services as presented herein.

Printed Name: _____

Signature: _____ Date: _____



Engineering Services Committee

September 29, 2026

Waste Collection Continuum

Department:	N/A
Presenter:	N/A
Caption:	Waste collection continuum for citizens of Augusta Richmond County in relation to Coastal Waste unresolved contract disputes with Metropolitan Waste. (Requested by Commissioner Tony Lewis).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Tony Lewis
Sent: Tuesday, September 22, 2026 9:08 AM
To: Lena Bonner
Subject: Coastal Waste

Good morning Mrs Bonner, could you add waste collection continuum for citizens of Augusta Richmond County on engineering committee in relation to Coastal Waste unresolved contract disputes with Metropolitan Waste.

Kindest Regards

Tony Lewis

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AED:104.1



Engineering Services Committee

September 29, 2026

Johns Road abandonment

Department:	N/A
Presenter:	N/A
Caption:	Discuss Johns Road abandonment. (Requested by Mayor Pro-Tem Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Engineering Services Committee

September 8, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the August 25, 2026 Engineering Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MINUTES

Commission Chamber

Tuesday, August 25, 2026

1:05 PM

PRESENT:

Commissioner Don Clark, Vice-Chair

Commissioner Lonnie Wimberly, Member

Mayor Pro Tem Wayne Guilfoyle, Member

Mayor Garnett Johnson

Commissioner Tony Lewis

Commissioner Francine Scott

Commissioner Tina Slendak

Commissioner Stacy Pulliam

Commissioner Brandon Garrett

ABSENT:

Commissioner Jordan Johnson, member

1. **Approve the GDOT Standard Utility Agreement.**

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

2. **Emergency Service to change out Radiator on Max Hicks Plant Main Generator**

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

3. **Approve execution of a Memorandum of Understanding (MOU) with the Canal Authority for the use of approximately 0.9 acres of Augusta, Georgia-owned property (Map/Parcel No. 027-0-006-00-0), as depicted on Exhibit A, for the limited purpose of disposing of, stockpiling, handling, and processing organic material removed from Augusta's First Level Canal. Land is part of larger land track (Map/Parcel: 027-0-006-00-0) owned by the Augusta, Georgia and depicted on Exhibit A attached.**
/AE

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

4. Approve supplemental funding (SA1) for Gexpro in an amount not to exceed \$30,000 for the temporary storage of materials associated with the Broad Street Improvement Streetlighting Project (GDOT PI#0020263). Gexpro is the streetlighting material provider for this project (26ENG102). / AE

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

5. Approve award of “Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, street Lighting, and Other Concrete Works” Contract to Beams Contracting, Inc., Blair Construction, Inc., J & B Construction and Services, Inc., and Larry McCord, LLC Design-Build, subject to receipt of signed contract and proper insurance documents. The Contract is for two years with renewal option of three additional years. AE/25-155A

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

6. Approve supplemental funding (SA6) in the amount of \$153,060 to Hussy Gay Bell (HGB) for Construction Engineering and Inspection (CEI) services during construction phase of the TIA funded Broad Street Improvements Project (PI#0011382). AE / RFP 18-311 (19ENG752)

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

7. Motion to authorize condemnation to acquire property in fee simple and a temporary easement (Parcel 087-1-192-00-0) 2020 Barnes Road.

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

8. Motion to authorize condemnation to acquire a drainage and utility easement and a temporary construction easement (Parcel 018-0-042-00-0)

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly
Motion carried 3-0

9. **Mr. Richard E Jones-** uneven manway covers and work order cancellations.

It was the consensus of the Committee to forward to the next committee meeting.

10. Motion to **approve** the minutes of the August 11, 2026 Engineering Services Committee Meeting.

Motion to approve

Motion made by Guilfoyle and seconded by Wimberly

Motion carried 3-0

////////////////////////////////////



Engineering Services Committee

August 25, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the August 11, 2026 Engineering Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ENGINEERING SERVICES COMMITTEE MINUTES

Commission Chamber

Tuesday, August 11, 2026

1:05 PM

PRESENT:

Commissioner Don Clark, Vice Chair

Mayor Pro Tem Wayne Guilfoyle, Member

Commissioner Lonnie Wimberly, Member

Commissioner Catherine Rice

Commissioner Tony Lewis

Commissioner Francine Scott

Commissioner Tina Slendak

Commissioner Stacy Pulliam

ABSENT:

Commissioner Jordan Johnson, Member

1. Motion to **approve** the minutes of the July 28, 2026 Engineering Services Committee Meeting.

Approved without objection

////////////////////////////////////

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 8/13/2026

DIVISION Highland Water Filter Plant

FUND #: 506043520

SHIP TO:

2822 Central ave. Augusta, Ga 30904

REQUISITION #

☒ WATER ☒ EQUIPMENT ☐ CHEMICAL ☐ LAB ☐ IT ☐ ROUTINE

☐ SEWER ☐ TOOLS ☐ GASES ☐ UNIFORM ☐ SCADA ☐ EMERGENCY

☐ SUPPLIES ☐ SAFETY ☐ REPAIR ☐ LIFT STATION ☐ INVENTORY ☒ SOLE SOURCE

☐ SERVICE ☐ OFFICE ☐ MAINTENANCE ☐ OTHER ☐ BID ITEM ☐ PREFER ITEM ☐ FIBER

SHIP TO: 2822 Central ave. Augusta,Ga 30901			VENDOR:		TEMPLETON t& ASSOCIATES			
			ADDRESS:		samuel.dillard@templeton-associates.com			
			PHONE #:		770.614.8550			
			QUOTED BY:		Samuel Dillard			
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Peerless Pump Company	1	31,900.00	31,900.00		0.00		0.00
2.	8AE15 model HSC			0.00		0.00		0.00
3.	Pump and Base			0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				31,900.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Peerless Pump Company 8AE15 model HSC pump and base for Highland Plant clear wells

REQUESTED BY: Renee Fager

APPROVED BY: Stephen Orton

[Signature]

TEMPLETON & ASSOCIATES
EQUIPMENT SALES

— A **FFERGUSON** COMPANY —

www.Templeton-Associates.com

DATE: August 13, 2026
TO: JOHN GOODENOUGH
PROJECT: 250 HP PUMP REPLACEMENT
LOCATION: AUGUSTA, GA
EQUIPMENT: PEERLESS HSC PUMP AND BASE

On the terms and conditions contained herein and attached, we offer the following equipment:

One (1) Peerless Pump Company 8AE15 model HSC pump and base. See data sheets below for pump construction details. NSF61 certified. Falk Steelflex coupling included. Pump performance test to ANSI/HI-1U is included with curve approval required prior to shipment. Existing 250 HP motor to be mounted by Others.

Motor assumed as 447T frame. Pump rotation and motor details must be confirmed prior to order acceptance. Replacement quote is based on Goulds nameplate data only.

TOTAL PRICE: \$31,900.00



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Stephen Orton

DATE: 8/13/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Templeton & Associates is being requested as the sole source for the Peerless Pump Company 8AEI 5 horizontal split-case pump and base required for the Highland Plant clear-well pumping system. The pump is specified to match the existing 250 HP motor and the operational requirements of the Highland Plant clear wells.

The Peerless 8AEI 5 pump provides the required capacity and performance for this application and is NSF 61 certified for use in a potable water system. The specified pump and base assembly, including the Falk Steelflex coupling and required performance testing to ANSI/HI-1U, provides compatibility with the existing equipment and installation requirements.

Utilizing the specified Peerless pump through Templeton & Associates will allow the City to maintain compatibility with the existing clear-well pumping infrastructure without unnecessary modifications to the motor, piping, foundation, controls, or other associated equipment. Substituting another pump manufacturer could require engineering changes, modifications to existing connections and equipment, and additional installation costs.

May 7, 2026

Mr. John Goodenough
535 Telfair Street
Augusta, GA 30901
Phone: 706-821-2300

JGoodenough@augustaga.gov

Re: Sole Source Municipal Product Representation – Peerless Pump

Dear Mr. Goodenough,

Please accept this letter as formal notification to City of Augusta that Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales, is the sole source supplier for Peerless Pump products for the state of Georgia's municipal (Water Utility) market and is exclusive to your account.

The statement above applies to Peerless Pump product lines including vertical turbine, submersible vertical turbine, horizontal split case, vertical column, and end suction pumps.

Please contact Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales at the following address for all your pumping needs which includes pumps, parts, factory reconditioning, and service.

Ferguson Enterprises, LLC d/b/a Templeton & Associates Equipment Sales
Branch # 3758
4324 Brogdon Exchange
Suwanee, GA 30024

Respectfully,

Jose Leon

Jose Leon, PE
Regional Sales Manager – Southeast US
Peerless Pump Company
jaleon@peerlesspump.com





Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: 8/13/2026 E-Verify Number: 208916
Commodity: Clear Wells Peerless Pump
Estimated annual expenditure for the above commodity or service: \$ 31,900.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. X SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. X NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Stephen Orton Department: 4416 Date: 8/13/2026
Department Head Signature: *[Signature]* Date: 27 Sept 26
Approval Authority: _____ Date: _____
Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:



Engineering Committee Meeting

Meeting Date: 9/29/2026

#15 Aux Pump at Highland Plant

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve Sole Source Procurement of #15 Aux Pump and Base from Templeton and Assoc.
Background:	The current pump is a diesel driven Peerless pump that is over 40 years old and has failed, we are replacing this pump with a new Peerless Pump.
Analysis:	We request to purchase a new Peerless Pump to resolve this situation as the pumps impellers and casing has failed beyond repair.
Financial Impact:	\$31,900.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Critical Infrastructure.
Funds are available in the following accounts:	506-04-3520-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 9/8/2026

DIVISION Facilities MaintenanceFUND #: 506043580

SHIP TO:

2822 Central ave. Augusta, Ga 30906

☐ WATER
☐ SEWER
☐ SUPPLIES
☐ SERVICE

☒ EQUIPMENT
☐ TOOLS
☐ SAFETY
☐ OFFICE
☐ CHEMICAL
☐ GASES
☒ REPAIR
☐ MAINTENANCE

☐ LAB
☐ UNIFORM
☐ LIFT STATION
☐ OTHER

REQUISITION #

☐ IT
☐ SCADA
☐ INVENTORY
☐ BID ITEM
☐ ROUTINE
☐ EMERGENCY
☒ SOLE SOURCE
☐ PREFER ITEM
☐ FIBER

VENDOR:

ADDRESS:

PHONE #:

QUOTED BY:

Hi-Tech Power Systems

2479 Doug Bernard Pkwy Augusta GA 30906

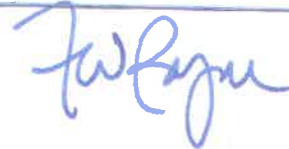
706-790-8111

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Controller With Wire	1	10,928.00	10,928.00		0.00		0.00
2.	Harness Cat Engine			0.00		0.00		0.00
3.				0.00		0.00		0.00
4.				0.00		0.00		0.00
5.				0.00		0.00		0.00
6.				0.00		0.00		0.00
7.				0.00		0.00		0.00
8.				0.00		0.00		0.00
9.				0.00		0.00		0.00
10.				0.00		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				10,928.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Controller with wire harness replacement for Cat Engine generator repair

Estimate # QU 26-01-92662

REQUESTED BY: Kevin TaylorAPPROVED BY: Stephen Osborn




HI-TECH
POWER SYSTEMS, INC.
 2479 Doug Barnard Pkwy.
 Augusta, GA 30906
 Ph: (706) 790-8111
 Fx: (706) 790-4368



Vendor ID: 2936

Estimate for Services

AUGUSTA UTILITIES DEPARTMENT
STEPHEN ORTON
 2822 CENTRAL AVENUE
 AUGUSTA, GA 30909

OFFICE: (706) 826-4785
 FAX: (706) 771-2646
 CELLULAR: (706) 564-3723 Ext:
 DAVID

Date of Estimate: 8/20/2026
 Estimate Expires: 9/19/2026

Estimate #: QU 26-01-92662

INSTALL DEEP SEA CONTROLLER WITH WIRE HARNESSSES, TERMINAL PINS, PLUGS AND SOCKETS
 ON CAT ENGINE. CHANGE FUEL FILTERS, OIL FILTERS AND OIL, INSTALL BATTERY CHARGER,
 BATTERIES, BATTERY CABLES/ENDS AND BATTERY BOXES.
 CATERPILLAR C32 ENGINE, SR #RPM01318

TOTAL ESTIMATE
\$10,928.00

*** ESTIMATE INCLUDES: PARTS AND LABOR ***
 *** ESTIMATE DOES NOT INCLUDE: SALES TAX OR FREIGHT ***
 *** All Estimates Good For 30 Days From Issuance Date ***
 *** TERMS: NET 10 ***

Customer Acceptance: By approval below, we accept the above bill of material, price, and terms, as described in Hi-Tech Power Systems
 Estimate # QU 26-01-92662, and request that the order be released for production.

Company Name

Date

Approved By (Signature)

Title

Approved By (Print Name)

Purchase Order #


AUGUSTA**UTILITIES DEPARTMENT****Wes Byne, P.E.**
Director**TO:** Andy Penick
Director, Procurement Department**THRU:** Wes Byne, P.E.
Director, Utilities Department**FROM:** Stephen Orton (706) 836-7283**DATE:** 9/8/2026**SUBJECT:** JUSTIFICATION FOR SOLE SOURCE

Hi-Tech Power Systems is the committed preferred provider for the sales, installation, and technical support of Deep-Sea Electronics controllers for the equipment. Maintaining a single qualified provider ensures continuity with the existing engine and generator control systems and provides the technical expertise necessary to properly configure, install, troubleshoot, and support the controllers.

The DSE controllers are integral to the safe and reliable operation of the engines and generators. Replacement or installation by an alternate provider could require additional technical evaluation, programming, configuration, or system modifications and could create compatibility and support issues. Utilizing a provider that is already familiar with the equipment and control configuration reduces the risk of installation errors, equipment downtime, and delays in returning critical generator systems to service. Hi-Tech Power Systems' established role as the preferred provider also provides continuity for technical support, troubleshooting, programming, and future service requirements. Using a single qualified provider helps maintain consistency in controller configuration and system support while minimizing the potential for conflicting programming or service practices.



 AUGUSTA

 GEORGIA

Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT)

Vendor: HiTech Power Systems E-Verify Number: 138902

Commodity: Controller Replacement CAI Engine

Estimated annual expenditure for the above commodity or service: \$ 10,928.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- ☒ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- ☐ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- ☐ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- ☐ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- ☐ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- ☐ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Stephen Orton Department: 4416 Date: 9/8/2026

Department Head Signature:  Date: 24th/26

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

RE: Control Expert Software Contract Renewal



Dear Valued Customer,

Border States is Schneider Electric's only IAD authorized distributor for South Carolina and Georgia approved to offer special pricing for Industrial Automation products and software support contracts.

Best regards,

Nicole Knee

Nicole Knee
End User Automation Sales
Schneider Electric

24/7 Tech Support 888-266-8705
M 843-955-4990
E Nicole.knee@se.com

Charleston, SC



Engineering Committee Meeting

Meeting Date: 9/29/2026

#8 Rwps Engine Controller

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve Sole Source Procurement of Deep Sea Controller from HI-Tech Power Systems Inc.
Background:	This is for our #8 Diesel Engine at RWPS, we are swapping controls to deep sea so it is more open platform and not proprietary.
Analysis:	We request to purchase a Deep Sea Controller to resolve this situation as this controller is based on an open Platform.
Financial Impact:	\$10,928.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Equipment.
Funds are available in the following accounts:	506-04-3580-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 8/31/2026

DIVISION Facilities MaintenanceFUND #: 506043580

SHIP TO:

2822 Central ave. Augusta, Ga 30904

☒ WATER☐ SEWER☐ SUPPLIES☒ SERVICE☐ EQUIPMENT☐ TOOLS☐ SAFETY☐ OFFICE☐ CHEMICAL☐ GASES☐ REPAIR☐ MAINTENANCE☐ LAB☐ UNIFORM☐ LIFT STATION☒ OTHER

REQUISITION #

☐ IT☐ SCADA☐ INVENTORY☒ BID ITEM☐ ROUTINE☐ EMERGENCY☐ SOLE SOURCE☐ PREFER ITEM

SHIP TO:

2822 Central ave. Augusta,Ga 30909

VENDOR:

ADDRESS:

PHONE #:

QUOTED BY:

M & C Lawn Care and maintenance Service LLC

3958 Wrightsboro road suite c augusta,Ga 30909

706-755-8677

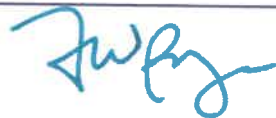
Corey Tyler

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Hicks Plant			0.00		0.00		0.00
2.	area 1	12	310.00	3,720.00		0.00		0.00
3.	area 2	12	310.00	3,720.00		0.00		0.00
4.	area 3	12	310.00	3,720.00		0.00		0.00
5.	area 4	12	310.00	3,720.00		0.00		0.00
6.				0.00		0.00		0.00
7.	Highland Plant			0.00		0.00		0.00
8.	Area 1	12	310.00	3,720.00		0.00		0.00
9.	Area 2	12	310.00	3,720.00		0.00		0.00
10.	Area 3	12	310.00	3,720.00		0.00		0.00
11.	Area 4	12	310.00	3,720.00		0.00		0.00
12.	Area 5	12	310.00	3,720.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
SHIPPING CHARGES				0.00		0.00		0.00
TOTAL				33,480.00		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PRICE

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Landscaping for bid 26-209 for 1 year

REQUESTED BY: *Steve Orton*APPROVED BY: *John Goodenough*


Augusta
G E O R G I A

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or http://www.doi.state.ga.us/pdf/rules/300_101.pdf

CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER	#26-209
OR PROJECT DESCRIPTION:	

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with COUNTY CONSOLIDATED GOVERNMENT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

1661291

**** (Provide E-Verify Number Here) ****

10-15-2018

(NOTE: Registered date can be found on MOU)

Name of Subcontractor

N/A

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Cory Allen Tyler

Title (of Authorized Officer or Agent of Contractor)

Owner

Signature (of Authorized Officer or Agent of Contractor)

[Signature]

7-9-26

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9 DAY OF July, 2026

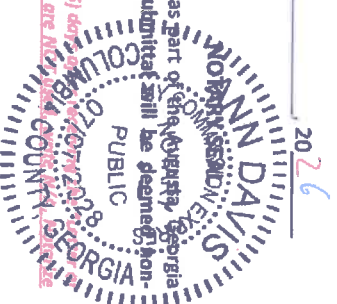
Notary Public

[Signature]

My Commission Expires: 07-07-2028

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the County of Georgia Board of Commissions specifications which govern this process. I further understand that my signature will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after the date of the award. The undersigned "Vendor's" letter will denote the date forms are to be received. If Subcontractor's are not received, the award will be deemed non-compliant and Return the form as requested.



REV. 4/09/2021



Augusta
GEORGIA

NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). Contractors, Bids, RFPs, RFQs - Any contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) Must Be Returned With Your Submittal

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE:** E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING: Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21

G E O R G I A

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CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER	#26-209
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Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

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1661291

**** (Provide E-Verify Number Here) ****

10-15-2018

Date of Authorization
(NOTE: Registered date can be found on MOU)

Name of Subcontractor

N/A

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Over

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent of Contractor)

Date Signed

7-9-26

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9

DAY OF

July

2026

Notary Public

My Commission Expires:

07-07-2028

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Georgia Board of Commissions specifications which govern this process. I further understand that my signature will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after the date of award. Vendor's letter will denote the date forms are to be received. If Subcontractor's are not received, the contract will be deemed non-compliant and the form as requested.



Rev. 4/09/2021



Augusta
GEORGIA

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Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21



Company ID Number: 1661291

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and M & C Lawn Care & Maintenance Services LLC (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing



Company ID Number: 1661291

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to



Company ID Number: 1661291

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify



Company ID Number: 1661291

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,



Company ID Number: 1661291

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final

nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo



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mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



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16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of



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contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,



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- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.



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E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action



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against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.



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ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.
- C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIIRIRA to any action taken or allegedly taken by the Employer.
- E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or, (2) immediate termination of its MOU and/or, (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

E-Verify Employer Agent Employer M & C Lawn Care & Maintenance Services LLC	
Name (Please Type or Print) CORY TYLER	Title
Signature Electronically Signed	Date 03/29/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/29/2021



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	M & C Lawn Care & Maintenance Services LLC
Company Facility Address	3958 Wrightsboro Road Suite B AUGUSTA, GA 30909
Company Alternate Address	3958 Wrightsboro Road Suite B AUGUSTA, GA 30909
County or Parish	RICHMOND
Employer Identification Number	843757139
North American Industry Classification Systems Code	115
Parent Company	100%
Number of Employees	1 to 4
Number of Sites Verified for	2



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

GEORGIA 2 site(s)



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Milledge T Peek
Phone Number	(706) 750 - 3107
Fax Number	
Email Address	Milledgepeek6977@gmail.com
Name	CORY A TYLER
Phone Number	(706) 755 - 8677
Fax Number	
Email Address	mclawm2020@gmail.com



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Augusta
G E O R G I A

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll> and/or http://www.doi.state.ga.us/pdf/rules/300_10_1.pdf

CONTRACTOR'S NAME:	Cory Allen Tyler
SUBCONTRACTOR'S (YOUR) NAME	N/A
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	#26-209

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

**** 1661291 ****
(Provide E-Verify Number Here) ****

10-15-2018
Date of Authorization
(NOTE: Registered date can be found on MOU)

Name of Subcontractor

N/A

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Ouel

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent of Contractor)

7-9-26
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9

DAY OF July

2026

Notary Public

My Commission Expires: 07-07-2028

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Georgia Board of Commissions specifications which govern this process. I further understand that my signature will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after the date of the award. Recommendation* (Vendor's letter will denote the date forms are to be received). If Subcontractor's are not received by the deadline, the contract will be awarded to the next qualified bidder.



M/H Augusta
G E O R G I A

In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, _____, certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

Signature of Authorized Company Representative

Title

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Signature

Notary Public: _____ (Print Name)

County: _____

Commission Expires: _____ NOTARY SEAL

NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A. Notarize and Return the form as requested.

Rev. 4/09/21



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Officer
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). Contractors, Bids, RFPs, RFQs - Any contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING: Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.

Rev. 4/09/21



**BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants
for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.**

Page 1 of 2

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	ASAP LANDSCAPE MANAGEMENT GROUP 8274 TARA BOULEVARD SUITE C JONESBORO, GA 30236	AUGUSTA QUALITY, LLC 3517 WRIGHSBORO ROAD AUGUSTA, GA 30909	BENSON LAWN MAINTENANCE 1673 EDGEFIELD ROAD NORTH AUGUSTA, GA 29860	GROUND DOWN 4005 ROYAL OKS COURT AUGUSTA, GA 30906	H B LANDSCAPING & LAWNCARE, LLC P. O. BOX 828 EVANS, GA 30809	JACKSON LANDSCAPING CO 512 2nd STREET JACKSON, SC 29831	JACOBS LAND MANAGEMENT 733 SCOTT NIXON MEMORIAL DR AUGUSTA, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	YES
E-VERIFY NUMBER	234946	639585	N/A	3030217	1419481	3029449	417873
SAVE FORM	YES	YES	YES	YES	YES	YES	YES
USB	NO	NO	NO	NO	YES	NO	YES
ADDENDUM 1	YES	YES	YES	YES	YES	YES	YES
PESTICIDE APPLICATOR LICENSE	NO	YES	NO	YES	YES	YES	NO

Bid Form: Landscaping Services

Area 1	\$1,270.00	\$734.74	\$577.91	\$275.00	\$260.00	\$620.00	\$561.00
Area 2	\$1,150.00	\$803.38	\$577.91	\$375.00	\$300.00	\$980.00	\$710.00
Area 3	\$1,330.00	\$451.09	\$577.91	\$500.00	\$475.00	\$1,820.00	\$587.00
Area 4	\$1,510.00	\$962.44	\$577.91	\$600.00	\$500.00	\$1,120.00	\$787.00
Area 5	\$1,388.00	\$477.85	\$577.91	\$350.00	\$315.00	\$810.00	\$735.00
Highland Plant Total Monthly Fee	\$6,648.00	\$3,429.50	\$2,889.55	\$2,100.00	\$1,850.00	\$5,350.00	\$3,380.00
Area 1	\$1,150.00	\$1,389.13	\$570.93	\$600.00	\$500.00	\$820.00	\$735.00
Area 2	\$1,210.00	\$758.78	\$570.93	\$400.00	\$800.00	\$150.00	\$375.00
Area 3	\$968.00	\$460.01	\$570.93	\$300.00	\$200.00	\$220.00	\$525.00
Area 4	\$903.00	\$1,520.55	\$570.93	\$800.00	\$400.00	\$450.00	\$855.00
Hicks Plant Total Monthly Fee	\$4,231.00	\$4,128.47	\$2,283.72	\$2,100.00	\$1,900.00	\$1,640.00	\$2,490.00



**BID Opening: BID Item #26-209 Landscaping for Water Treatment Plants
for Augusta, GA - Augusta Utilities Department
BID Date: Friday, June 5, 2026 @ 11:00 a.m.**

Page 2 of 2

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 7
Total Electronic Notifications (Demandstar): 326
Georgia Procurement Registry: 2075
Pre-Bid Conference Attendees:
Total Packages Submitted: 14
Total Non-Compliant:

VENDORS	LEP CONTRACTING, LLC 2917 FOXHALL CIRCLE AUGUSTA, GA 30907	M & S LAWN CARE & MAINTENANCE SERVICE, LLC 3958 WRIGHSBORO RD, SUITE C AUGUSTA, GA 30909	POND MAINTENANCE OF AUGUSTA, LLC 3707 COLBERT STREET AUGUSTA, GA 30906	SMP CONTRACTING, LLC 3009 EARLHAM WAY GROVETOWN, GEORGIA 30813	TACITAL WIRE COMMUNICATION SOLUTIONS (TWCS) 823 BROAD STREET AUGUSTA, GA 30901	TRI SCRAPES, LLC 4016 ENTERPRIS COURT AUGUSTA, GA 30907	YELLOWSTONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD MARTINEZ, GA 30907
EXHIBIT A	YES	YES	YES	YES	YES	YES	Yes
E-VERIFY NUMBER	1512510	1661291	067036	3018816	2624988	123689	648975
SAVE FORM	Yes	YES	YES	YES	YES	YES	Yes
USB	Yes	YES	NO	YES	YES	YES	Yes
ADDENDUM 1	Yes	YES	YES	YES	YES	YES	Yes
PESTICIDE APPLICATOR LICENSE	Yes	YES	YES	YES	YES	YES	Yes

**Bid Form: Landscaping
Services**

Area 1	\$343.75	\$310.00	\$600.00	\$587.43	\$2,050.00	\$348.00	\$350.00
Area 2	\$406.25	\$310.00	\$600.00	\$408.63	\$2,150.00	\$812.00	\$600.00
Area 3	\$531.25	\$310.00	\$600.00	\$765.91	\$1,950.00	\$232.00	\$700.00
Area 4	\$500.00	\$310.00	\$1,200.00	\$1,123.83	\$2,150.00	\$696.00	\$550.00
Area 5	\$537.50	\$310.00	\$600.00	\$766.26	\$2,000.00	\$232.00	\$750.00
Highland Plant Total Monthly Fee	\$2,318.75	\$1,550.00	\$3,600.00	\$3,652.06	\$10,300.00	\$2,320.00	\$2,950.00
Area 1	\$593.75	\$300.00	\$2,000.00	\$1,072.74	\$1,775.00	\$672.00	\$600.00
Area 2	\$843.75	\$300.00	\$500.00	\$536.39	\$1,825.00	\$168.00	\$400.00
Area 3	\$281.25	\$300.00	\$500.00	\$1,095.69	\$1,725.00	\$168.00	\$300.00
Area 4	\$493.75	\$300.00	\$2,000.00	\$1,430.32	\$1,875.00	\$672.00	\$776.00
Hicks Plant Total Monthly Fee	\$2,212.50	\$1,200.00	\$5,000.00	\$4,135.14	\$7,200.00	\$1,680.00	\$2,076.00



Engineering Committee Meeting

Meeting Date: 9/29/2026

BID 26-209 Landscaping for Water Treatment Plants

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve lowest bidder for Bid 26-209 to M & C Lawn Care & Maintenance Services LLC.
Background:	This for landscape and Lawn Care at the Highland and Hicks Water Treatment Plants that was put out for Bid.
Analysis:	M & C Lawn Care & Maintenance Services LLC. Was the lowest bidder
Financial Impact:	\$33,480.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Service
Funds are available in the following accounts:	506-04-3580-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONTRACTOR SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND
M & C Lawn Care & Maintenance Services LLC
(CONTRACTOR)

CONTRACTOR: **M & C Lawn Care & Maintenance
Services LLC**

PROJECT: Provide landscape maintenance at Augusta Highland Ave Water Treatment Plant
and The North Max Hicks Water Treatment Plant Facility

DATE EXECUTED:

DATE COMPLETED:

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**Landscape Maintenance at Augusta's Highland Ave
Water Treatment Plant and The North Max Hicks Water
Treatment Plant Facility**

Augusta, Georgia

The Honorable Garnett L. Johnson., Mayor

Commissioners:

Jordan Johnson
Stacy Pulliam
Catherine Smith Rice
Lonnie Wimberly
Don Clark
Tony Lewis
Tina Slendak
Brandon Garrett
Francine Scott
Wayne Guilfoyle

Wes Byne
Director, Augusta Utilities Department

Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, GA 30901

DATE:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONTRACTOR SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

M & C Lawn Care & Maintenance Services LLC
(CONTRACTOR)

This Agreement is made and entered into this _____ day of _____, 2026 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and CONTRACTOR a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Landscape maintenance at Augusta Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility and,

WHEREAS, the CONTRACTOR has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONTRACTOR that:

The CONTRACTOR scope of work will consist of evaluating and repairing hydrants and valves as assigned by AUD team. The scope will also include allowing AUD staff to shadow CONTRACTOR so as to establish a policy and procedure for this program for future in-house use.

The scope of services is more precisely defined in Attachment A Scope of Services.



GENERAL PROVISIONS

CONTRACTOR has agreed, in this Agreement with CITY to provide the on-call services of providing landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with all municipalities, local government officials, utility companies, and other CONTRACTORS as directed by the CITY. CITY, CONTRACTOR and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or CONTRACTORS practicing under similar conditions. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONTRACTOR and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONTRACTOR.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONTRACTOR, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.



TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONTRACTOR on behalf of the CITY under this Agreement. However, CONTRACTOR will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONTRACTOR'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

BINDINGS

It is further agreed that the CITY and CONTRACTOR each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONTRACTOR shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONTRACTOR executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONTRACTOR under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONTRACTOR - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONTRACTOR or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONTRACTOR signed by CITY and accepted by CONTRACTOR, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONTRACTOR. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONTRACTOR under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders
4. Bid Package Documents



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONTRACTOR and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONTRACTOR of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONTRACTOR under this Agreement will be the level of care and that is ordinarily used by members of CONTRACTOR'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONTRACTOR under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONTRACTOR's Key Personnel without the prior written approval of the CITY or his designee.

The CONTRACTOR shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONTRACTOR shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONTRACTOR and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONTRACTOR shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONTRACTOR shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONTRACTOR of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONTRACTOR agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONTRACTOR pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONTRACTOR without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONTRACTOR, but should any such information be released by the CITY or by the CONTRACTOR with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONTRACTOR acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONTRACTOR shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONTRACTOR with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONTRACTOR arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONTRACTOR, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, CONTRACTOR will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONTRACTOR under this Agreement shall become the property of the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONTRACTOR.

9.1 SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONTRACTOR is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONTRACTOR. The CONTRACTOR shall be paid for any validated services under this Contract up to the time of termination.

CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which will fix the date on which Work will be resumed.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONTRACTORS

CONTRACTOR shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other CONTRACTORS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES



The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONTRACTOR shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONTRACTOR, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

Indemnification:

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless CITY, and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of PROGRAM MANAGER, architects, attorneys and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of CONTRACTOR under this paragraph shall not extend to the liability of CITY's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications. CONTRACTOR, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONTRACTOR shall review its understanding of the Project requirements with CITY and



shall advise CITY of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.

14. INSURANCE

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify both the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONTRACTOR in performance of the work during the term of this Agreement.

The CONTRACTOR shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONTRACTOR's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having such interest shall be employed.



15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONTRACTOR shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONTRACTOR shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONTRACTOR shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows: (1) the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONTRACTOR shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONTRACTOR shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONTRACTOR may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate



20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONTRACTOR shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONTRACTOR against all claims arising out of such use of documents and materials without the CONTRACTOR's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status.



Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street, Ste. 910
Augusta, GA 30901

CONTRACTOR:
ADMINISTRATION
NAME
ADDRESS
CITY, STATE, ZIP CODE

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

26. LOCAL SMALL BUSINESS:

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor.

27. E-VERIFY:

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and



must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

28. EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between AUGUSTA and CONTRACTOR and supersedes all prior negotiations, representations and agreements, either written or oral.

ACKNOWLEDGEMENTS

"Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Mayor Garnett Johnson
AS ITS: **MAYOR**

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: **Clerk of Commission**

DATE: _____

CONTRACTOR:

M & C Lawn Care & Maintenance Services LLC

BY: _____

PRINTED NAME: _____
AS ITS: _____

ATTEST:

PRINTED NAME: _____

AS ITS: _____

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901



CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONTRACTOR shall review its understanding of the Project requirements and shall advise CITY of additional data or services which are not a part of CONTRACTOR's services, if any, necessary for design to begin.

1. Contractor shall furnish all materials, equipment, machinery, transportation and other implements and materials necessary to execute this Contract. Equipment that damages turf or sidewalks shall not be allowed. The Contractor shall be responsible for all equipment maintenance, repair and expendables including but not limited to fuel, oil, and tires. No City equipment will be loaned or otherwise leased or rented to the Contractor. A sufficient supply of back up equipment must be kept on hand to ensure timely and continuous fulfillment of this Contract. No relief in responsibility for work performance will be granted in the event of broken down equipment. Landscape services shall be provided as outlined in Landscape Services Required Schedule.
2. Contractor shall emphasize and enforce common safety standards for mowing, applying chemicals and using ground maintenance equipment. Employees should wear necessary safety equipment at all times and use extreme care when applying chemicals. Contractor shall maintain documentation that all employees have been trained in appropriate safety measures to ensure contractor employees are performing their work in a safe manner.
3. Contractor shall provide sufficient onsite supervisory personnel to ensure proper inspection of work performed, close supervision, and technical assistance to the work force. The term "on-site supervision" will be a person designated to be at the work site, and act as the selected Contractor's point of contact for Augusta Utilities Department.
4. The Contractor shall be responsible for all damages or personal injury resulting from its operations. This includes, but is not limited to, damage to plants, and turf as well as buildings and structures. Damages and any personal injury will be reported immediately to Augusta Utilities Department.
5. Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, Augusta Utilities Department shall have the right to declare the Contractor nonperforming and shall have the right to terminate the contract without penalty.
6. The Contractor shall provide a detailed monthly maintenance schedule which should include, but not be limited to, pruning schedule, fertilizer and weed control products to be used (sample attached).
7. All Landscape work shall be performed during standard operating hours Monday through Friday of each week according to the agreed upon Landscape Services Required Schedule.
8. Contractor's vehicles will be properly identified and maintained in a neat and professional manner.

PROJECT UNDERSTANDING

Upon request from the CONTRACTOR, CITY may provide all criteria and full information as to CITY's and CONTRACTOR'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and



any budgetary limitations. CONTRACTOR may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONTRACTOR'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONTRACTOR to submit progress reports and/or plans shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONTRACTOR.

CONTRACTOR'S INSURANCE

CONTRACTOR will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 - Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONTRACTOR all data in CITY's possession relating to CONTRACTOR's services on the PROJECT. CONTRACTOR will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONTRACTOR shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONTRACTOR, the CITY will provide the necessary documents identifying the CONTRACTOR as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONTRACTOR's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONTRACTOR's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other CONTRACTORS as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONTRACTOR whenever CITY observes or becomes aware of any development that affects the scope or timing of CONTRACTOR's Services, or of any defect in the work of CONTRACTOR or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.



ATTACHMENT A - SCOPE OF SERVICES

GENERAL

The purpose of this bid item is for Augusta Utilities Department (AUD) to secure a contractor to provide landscape maintenance at the Augusta-Richmond County Highland Ave Water Treatment Plant and The North Max Hicks Water Treatment Plant Facility.

LAWNS

Lawns shall be mowed Bi-weekly during the months of March through November. They will be Vacuumed Bi-Weekly during the months of December through February; aerate and overseed during the month of November. Prior to mowing, trash, paper and other debris will be removed. Raking of the lawns is to be done after each mowing, or as needed, and where needed to present a neat appearance, and to prevent the buildup of thatch. At no time shall more than 1/3 of the leaf blade be removed during mowing.

EDGING

All grassed areas, including edges of walks, curbs, buildings, and planting beds shall be edged every two weeks, or as deemed necessary by Augusta Utilities. Edging shall include backs of grassed areas as well as those areas adjacent to the curb. Chemicals are not to be used to edge grass. This task shall be completed with regularity during the months of March through November, and as needed to maintain a neat appearance during the months of December through February. Landscapers utilizing edgers must not cause any damage to vehicles or other objects or property.

CLEANING/TRASH

Grass clippings and all other debris resulting from the services provided by the Contractor will be removed from lawns, sidewalks, parking lots, and streets immediately upon completion of work or as deemed necessary by Augusta Utilities. The Contractor shall pick up and dispose of all clippings and litter per visit and dispose of in the proper area on-site.

CHEMICAL PROGRAM

The Contractor shall furnish one (1) fertilizer application to trees and shrub beds during the month of March and September each year which equals 2 per year. The cost of the fertilizer and labor is included in the agreement. The Contractor agrees to provide, in the cost of this agreement, Herbicide (1) once a quarter to all flower and mulch areas and all pre or post emergent herbicides necessary to enhance all lawns and bed areas. The Contractor shall also, to prevent injury to landscape plants, turf plants and turf and for treatment of problems such as insect infestations and disease, include pesticide applications on an "as needed" basis. Documentation provided to Augusta Utilities shall be required and must be approved for application of any and all chemicals, specifying the date of application, type of chemical and application rate.

PRUNING

Plants shall be shaped to enhance and preserve their natural appearance. Shearing is not acceptable. Major pruning is to be accomplished in the months of December through February. Light pruning



is to be done, as required, in order to maintain proper growth during the months of March through November. The Contractor agrees to prune winter kill branches from shrubs and ground cover as soon as it is evident the plant will not recover. Augusta Solid Waste anticipates all dead wood pruning to be completed no later than May 15th of each year.

MULCH/PINE STRAW

Pine straw shall be provided by the Contractor two (2) times a year. A minimum of three (3) inches of mulch shall be maintained at all times. Mulch shall be clean and free of excess branches, litter, and weeds.

INSPECTION

It is understood within this agreement that any problems such as disease, insect infestations, or unusual weather conditions, etc. shall be discussed with Augusta Utilities. A landscape maintenance foreman shall check with management each day while providing services included in this agreement. This will enable the foreman to discuss work orders and any other concerns either party might have. Periodic inspections will be scheduled with the foreman as deemed necessary by Augusta Utilities Department.

IRRIGATION SYSTEM

Contractor is to coordinate irrigation schedule with Augusta Utilities on a regular basis, taking into consideration seasonal demands, watering restrictions and off season deactivation. Contractor shall winterize (de-activate) irrigation system prior to the average first frost date in the Fall of the year. Contractor shall energize the irrigation system after the average last frost date in the Spring of the year. Contractor is to advise Management of any and all leaks, cracks, damage to controllers and or heads and any other impairment to the system as soon as the problem is discovered and isolate those failures by turning off that zone of the system. At that point, Contractor will provide a quote for repair of the failure BEFORE repairing. These quotes will be presented to Augusta Utilities. Any repairs caused by contractor's neglect to be remedied at no cost to Augusta Utilities.

SPECIAL PROVISIONS

1. Fire ants in lawn and shrub bed areas shall be treated as they appear.(with chemicals approved By Augusta Utilities)
2. Vegetation growing in asphalt or concrete cracks shall be treated as it appears.
3. All workers must be dressed appropriately to include wearing of shirts and shoes while on the premises.

GENERAL INSTRUCTIONS

1. Mowing, trimming, edging - should be done as outlined above or when deemed necessary by Augusta Utilities.
2. Trash - per visit.
3. De-thatching - when thatch exceeds 1/2" - 3/4" in depth in warm season grasses.
4. Fertilization - year round.
5. Lime - only as needed.
6. Weeding - year round.
7. Aeration/Over seeding - early Spring/late Summer as conditions warrant.



8. Pine straw – twice per year.

9. All clippings, pruned branches, and sucker growth on trees shall be disposed of in the proper area on-site.

LICENSE AND PERMITS

Vendor is required to have and maintain a valid Commercial Pesticide Applicator's License, as well as a valid Commercial Pesticide Business License; both of which must remain valid throughout the duration of this contract.

Contract Period

SEASONAL LANDSCAPE REQUIREMENTS

JANUARY

- ☐ Complete Winter pruning – evergreen and deciduous plants – (non flowering and summer flowering trees and shrubs).
- ☐ Leaf removal – leaves shall be blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- ☐ Lawns mowed, trimming and edging completed as needed.

FEBRUARY

- ☐ Complete Winter pruning as needed.
- ☐ Weed control with pre-emergent for turf and shrub beds.
- ☐ Weed control with pre-emergent for Bermuda; fertilize shrub beds with (5-10-20).
- ☐ Weed control with pre-emergent for Fescue; fertilize shrub beds with (25-2-5).
- ☐ Lawns mowed, trimming and edging completed as needed.

MARCH

- ☐ Fertilize shrubs and trees with balanced slow release fertilizer with iron (8-10-10).
- ☐ Weed control with pre-emergent for turf and shrub beds.
- ☐ Prune flowering trees.
- ☐ Irrigation – check controller and all heads for any leaks, cracks, or other winter damages.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

APRIL

- ☐ Fertilize Fescue (19-3-7) 50% SCH w/pre-m.
- ☐ Fungicide ornamentals and turf at first indication of disease.
- ☐ Weed control with pre-emergent in shrubs and turf.
- ☐ Fertilize shrubs and trees (8-10-10) – balanced slow release fertilizer.
- ☐ Weed control with pre-emergent in shrubs and on Bermuda with (25-2-5) 30% SCU w/pre-m.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

MAY

- ☐ Fertilize Bermuda w/balanced slow release fertilizer (25-5-9) 5 lbs. /1000 (in May or June).
- ☐ Prune winter die back on all plants.



- ☐ Weed control in shrub beds and turf with post emergent.
- ☐ Prune and shape spring shrubs and trees.
- ☐ Fertilize shrubs and trees (12-8-8) – balanced slow release fertilizer.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

JUNE

- ☐ Shape pruning of shrubs and trees.
- ☐ Weed control in shrub beds w/post-emergent.
- ☐ Fertilize Fescue with (5-10-31)
- ☐ Sod replacement.
- ☐ Water (turf, shrubs and trees).
- ☐ Sucker growth removed on all trees.
- ☐ Fertilize Bermuda with (32-5-7) 50% SCU.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

JULY

- ☐ Insect control (only those insects that damage plant material)
- ☐ Water (turf, shrubs, and trees).
- ☐ Weed control (post emergent) in shrub beds and turf.
- ☐ Shape pruning of shrubs and trees.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

AUGUST

- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

SEPTEMBER

- ☐ Weed control in shrub beds and turf with post-emergent.
- ☐ Fertilize groundcovers, shrubs, trees (8-10-10) balanced fertilizer.
- ☐ Aerate and over seed Fescue fertilize with (18-24-12) 25% SCU, and lime as needed, (in September or October).
- ☐ Shape pruning of shrubs and trees.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

OCTOBER

- ☐ Lime turf grass as needed.
- ☐ Fescue mowing
- ☐ Leaf removal-leaves shall be blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- ☐ Shape pruning of shrubs and trees.
- ☐ Fertilize shrubs and trees with (8-10-10) balanced fertilizer.



- ☐ Fertilize Bermuda (5-10-20) w/pre-m.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

NOVEMBER

- ☐ Fescue mowing.
- ☐ Leaf blowing and removal-blown from parking areas, right of ways, lawn and shrub beds and disposed of in approved location.
- ☐ Pine straw – only after complete leaf removal (may run into December if leaves still on trees).
- ☐ Fall planting of upgrades.
- ☐ Lawns mowed weekly.
- ☐ Edging and trimming completed every two (2) weeks.

DECEMBER

- ☐ Complete leaf removal – blown from parking areas, right of ways, lawn, and shrub beds and disposed of in approved location.
- ☐ Fertilize fescue with (32-3-8).
- ☐ Lime Bermuda (as needed).
- ☐ Lawns mowed, trimming and edging completed as needed.



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONTRACTOR for services, which have been authorized by the CITY under the terms of this Agreement.

The CONTRACTOR may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONTRACTOR shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONTRACTOR to proceed with the work authorized in a Task Order, it agrees to pay the CONTRACTOR for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONTRACTOR shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONTRACTOR, but the premium time portion of the overtime will not be billed to the CITY unless the CONTRACTOR has requested acceleration of the scheduled work in writing.

GEORGIA PROMPT PAY ACT:

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

Defective pricing



To the extent that the pricing provided by PLUMBER is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

Pricing

Landscaping Services: Initial Contract to expire 10/15/27

Highland Plant

- Area 1 310 Monthly
- Area 2 310 Monthly
- Area 3 310 Monthly
- Area 4 310 Monthly
- Area 5 310 Monthly

Highland Plant 1550 Total Monthly Fee

Hicks Plant

- Area 1 300 Monthly
- Area 2 300 Monthly
- Area 3 300 Monthly
- Area 4 300 Monthly

Hicks Plant 1200 Total Monthly Fee

Name (printed): _____

Company: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Date: _____



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONTRACTOR shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Project Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The work sequence and work schedule will be in accordance with specifications as defined in Attachment A.



CONTRACTOR SERVICES

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: Wes Byne

TITLE: DIRECTOR

DATE: _____

CONTRACTOR

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONTRACTOR (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONTRACTOR. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Other not described above, as approved by the CITY.

RE: Augusta Utilities Automation Project

September 25, 2026



Dear Valued Customer,

Border States is the only distributor that has a special pricing agreement set up for IA products with Schneider Electric for Augusta Utilities.

Best regards,

Samuel Quigney

Key Account Manager

South East

Power Products Division

North America Operations

M (615) 717 9048

E samuel.quigney@se.com

Support 1-888-SQUARED

250 Neely Ferry Rd

Simpsonville, SC

29680

United States

Nicole Knee

End User Automation Sales

Schneider Electric

24/7 Tech Support 888-266-8705

M 843-955-4990

E Nicole.knee@se.com

Charleston, SC

AUGUSTA UTILITIES DEPARTMENT
IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 9/8/2026

DIVISION Facilities Maintenance

FUND #: 506043580

SHIP TO:

2822 Central ave. Augusta, Ga 30906

VENDOR:
ADDRESS:
PHONE #:
QUOTED BY:

- ☒ WATER
- ☐ SEWER
- ☐ SUPPLIES
- ☐ SERVICE
- ☒ EQUIPMENT
- ☐ CHEMICAL
- ☐ LAB
- ☐ TOOLS
- ☐ SAFETY
- ☐ OFFICE
- ☐ REPAIR
- ☐ GASES
- ☐ UNIFORM
- ☐ LIFT STATION
- ☐ MAINTENANCE
- ☐ OTHER

- ☐ IT
- ☐ ROUTINE
- ☐ EMERGENCY
- ☒ SOLE SOURCE
- ☐ PREFER ITEM
- ☐ FIBER

REQUISITION #

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	SQD - 9001KA1 N/O N/C CO	20	39.03	780.60	0.00	0.00		0.00
2.	LK70AN LDCNTR GND LUG 12	10	8.24	82.40	0.00	0.00		0.00
3.	SQD - STBACI1400K ANALOG	5	539.99	2,699.95	0.00	0.00		0.00
4.	SQD - BMXNOE0110 ETHERNE	5	2,198.22	10,991.10	0.00	0.00		0.00
5.				0.00	0.00	0.00		0.00
6.				0.00	0.00	0.00		0.00
7.				0.00	0.00	0.00		0.00
8.				0.00	0.00	0.00		0.00
9.				0.00	0.00	0.00		0.00
10.				0.00	0.00	0.00		0.00
11.				0.00	0.00	0.00		0.00
12.				0.00	0.00	0.00		0.00
13.				0.00	0.00	0.00		0.00
14.				0.00	0.00	0.00		0.00
SHIPPING CHARGES								
TOTAL				14,554.05		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Sq D Automation and panel inventory restock

Quote # 28672247

REQUESTED BY:

APPROVED BY:



Border States - NAG
120 Merovan Dr
North Augusta SC 29860-8643
Phone: 803-278-1504

AUGUSTA-RICHMOND CITY
UTILITY DEPT
535 TELFAIR ST BLDG 1000 STE 800
AUGUSTA GA 30901-2379

Quote

Page: 1 of 1

Quote: 28672247
Sold-To Acct #: 190153
Valid From: 09/01/2026 To: 09/08/2026
PO No: SCHNEIDER ROOM
Payment Terms: NET 30 DAYS

Created By: Aaron P. Black
Tel No: 803-278-1504
Fax No:

Inco Terms:
FOB ORIGIN

Taxes, if applicable, are not included.

Ship-to:
AUGUSTA-RICHMOND CITY
2869 CENTRAL AVE
AUGUSTA GA 30909-3911

Cust Item	Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
000010	158215	SQD - 9001KA1 N/O N/C CONTACT BLOCK STOCK Cust Material #: 158215	20 EA	39.03	/ 1	EA	780.60
000020	154732	SQD - LK70AN LDCNTR GND LUG 12-2AWG AL 14-2 CU FACTORY STOCK Cust Material #: 154732	10 EA	8.24	/ 1	EA	82.40
000030	2104518	SQD - STBAC1400K ANALOG C IN 8CH KIT FACTORY STOCK Cust Material #: 2104518	5 EA	539.99	/ 1	EA	2,699.95
000040	2306950	SQD - BMXNOE0110 ETHERNET FACTORY CAST MODUL FACTORY STOCK Cust Material #: 2306950	5 EA	2,198.22	/ 1	EA	10,991.10

Total Value

14,554.05

To access Border States Terms and Conditions of Sale, please go to
<https://www.borderstates.com>

Shipping and handling fees in this quote are an estimate only and will
be finalized at the time of invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.



UTILITIES DEPARTMENT

Wes Byne, P.E.
Director

TO: Andy Penick
Director, Procurement Department

THRU: Wes Byne, P.E.
Director, Utilities Department

FROM: Stephen Orton (706) 836-7283

DATE: 9/8/2026

SUBJECT: JUSTIFICATION FOR SOLE SOURCE

Border states is our Schneider Electric industrial automation products and software sole source provider based on its status as the **only Schneider Electric-authorized Industrial Automation Distributor (IAD) serving Georgia with access to the applicable special pricing and industrial automation product and software contracts** required for this purchase.

The requested products and software are Schneider Electric industrial automation components and related offerings that must be procured through an authorized distribution channel to ensure product authenticity, manufacturer support, applicable warranties, software licensing, and access to the manufacturer's contracted pricing. Border States' authorized IAD status provides access to Schneider Electric's industrial automation product portfolio and applicable special pricing and software contracts.

Augusta Utilities Department
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 - Fax (706) 312-4123
WWW.AUGUSTAGA.GOV



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Border States E-Verify Number: 843796

Commodity: Automation Products

Estimated annual expenditure for the above commodity or service: \$ 14,554.05

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. ☒ X SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. ☐ SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. ☐ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. ☐ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. ☐ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. ☒ X NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Stephen Orton Department: 4416 Date: 9/8/2026

Department Head Signature: [Signature] Date: 24 Sept 26

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:



Engineering Committee Meeting

Meeting Date: 9/29/2026

Communication Modules for PLC

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve Sole Source Procurement of PLC Controller from Border States Inc.
Background:	These are modules for our PLC we use all through out the county and plants to do our Automatic control and logic.
Analysis:	Border States is the only Schneider Electric authorized Industrial Automation Distributor serving Georgia
Financial Impact:	\$14,554.05 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Equipment.
Funds are available in the following accounts:	506-04-3580-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A