



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, January 07, 2025

2:00 PM

INVOCATION

Reverend Vasile Bitere, Presiding Priest, Holy Trinity Greek Orthodox Church

ELECTION OF OFFICER(S)

A .**Mayor Pro Tempore** for two-year term 2025-2026.

B. **Appointment of Standing Committees** for two-year term-2025-2026.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

DELEGATION(S)

- A. Commissioner Francine Scott honoring **Dr. Cheryl Evans'** remarkable legacy as she retires as President of Paine College with 31+ years of dedicated service to our region's only HBCU, with excellence guiding her final five years at the helm.

CONSENT AGENDA

(Items 1-6)

PLANNING

1. **Z-24-33** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Drayton-Parker Companies, LLC, on behalf of Jay Jay Bajrangbali, LLC, requesting a **rezoning from zone B-1 (Neighborhood Business) to zone B-2 (General Business)** affecting properties containing approximately 4.69 acres located at **2311 Windsor Spring Road and 3221 Richmond Hill Road**. Tax Map #121-1-021-00-0 and 121-0-010-00-0.
2. **Z-24-37** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by GW Riverwatch, LLC, on behalf of Rodney D. Crenshaw, Joy Victoria Crenshaw, and Chad MacNair requesting a rezoning from zone **R-1A (One-family Residential), B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business)** affecting properties containing approximately 3.75 acres located at 2107 and 2109 Harding Road, and 2925, 2931, and 2935 Peach Orchard Road. Tax Map #110-1-037-00-0, 110-1-038-00-0, 110-1-034-00-0, 110-1-035-00-0, and 110-1-036-00-0
3. **Z-24-39** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Angel Dunn requesting a **rezoning from zone R-3A (Multiple-family Residential) to R-3C (Multiple-family Residential)** affecting property containing approximately 4.83 acres located at **2620 Richmond Hill Road**. Tax Map #097-2-163-00-0.

- 4. SE-24-18** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Old Time Way Church of God In Christ requesting a special exception per Section 26-1(m) of the Comprehensive Zoning Ordinance to establish a cemetery affecting 5 acres out of a 30.76-acre tract located at **3451 Old McDuffie Road**. Tax Map #094-0-027-01-0. **Zoned R-1C (One-family Residential), R-3A (Multiple-family Residential), and R-3C (Multiple-family Residential)**.

PUBLIC SERVICES

- 5.** Motion to **approve** the adoption of the revised building permit fee schedule in order to come into compliance with GA HB 461, fees effective January 1, 2025. (**Approved by Public Services Committee November 26, 2024 and Commission December 3, 2024- 2nd reading**).

PETITIONS AND COMMUNICATIONS

- 6.** Motion to **approve** the Commission meeting minutes held December 3, 2024.
Motion to **approve** the appointment of Wayne Paschal to the Board of Zoning Appeals representing District 1.

******END CONSENT AGENDA******
AUGUSTA COMMISSION

AUGUSTA COMMISSION REGULAR AGENDA

(Items 7-28)

PUBLIC SERVICES

- 7.** Motion to **approve** Resolution designating **Sunday February 9, 2025**, as the Sunday designated for Bars to be open for Super Bowl Sunday.
- 8.** Motion to approve the **Final / Balancing Change Order #03** to R.W. Allen Construction's contract resulting in a **credit** to the project in the amount of **(\$71,625.00)**.
- 9.** Motion to **approve** purchase of a replacement command vehicle for Airport Fire Department. Approved by Augusta Aviation Commission on August 29, 2024.
- 10.** Motion to approve **Recommendation of Award** to Contract Management, Inc. for construction of the project in 2025. (Bid 24-264)
- 11.** Motion to **approve** the purchase of a Hurst E-Draulic Rescue Tool through Municipal Emergency Services (MES).
- 12.** Motion to **approve** the acceptance of the Augusta Regional Airport (AGS) – Augusta Regional Taxiway F Reconstruction GDOT FY 2025 Grant.
- 13.** A motion to approve the Georgia Power Electric Transportation Program Customer Proposal. Georgia Power is an approved partner in the Low- and No-Emissions Grant (Low-No) approved by Commission on 6/7/22, item #10 and awarded by FTA.

ADMINISTRATIVE SERVICES

- 14.** Discuss and **approve** path forward for HB581. (**Referred from the December 20, 2024 HB 581 Work Session**)
- 15.** Discuss Board and Authority member eligibility. (**Requested by Commissioner Wayne Guilfoyle**)
- 16.** Salary Increase Request for Marshal's Office. (**Requested by Commissioner Francine Scott**)
- 17.** Motion to approve award of RFP #25-300, State Lobbying and Legislative Representation Services, to Holland & Knight LLP, pending final contract negotiations.
- 18.** Approve Proposal for Service, submitted by the University of Georgia Carl Vison Institute of Government with assistance in conducting an Augusta-Richmond County Charter Review and the Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft. (**Requested by Mayor Garnett L. Johnson**)
- 19.** Move to **hire** a full-time certified EMA Director for Augusta-Richmond County and task the Human Resources Department to being search protocol. (**Requested by Mayor Garnett L. Johnson**).

ENGINEERING SERVICES

- 20.** Motion to approve and award Disaster Debris Monitoring Services contract to Goodwyn Mills Cawood, LLC. (GMC). Contract award is subject to receipt of signed Agreement and required other relevant documents. The Agreement initial term is three (3) years with two subsequent one (1) year renewals. RFP 24-916/AE
- 21.** Approve Emergency Procurement of Check Valve for #9 Turbine
- 22.** Approve Engineering Services Contract with Ardurra Group, Inc. for Engineering Support Services (RFQ 24-132)
- 23.** Motion to Approve Purchase of Rebuilt Highland Plant Generator Radiator in the amount of \$94,510.00
- 24.** Approve to supplement Construction Contract to E R Snell Contactor, Inc. in the amount of \$447,117.50 for completing needed supplemental Sanitary Sewer Improvements for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195

FINANCE

- 25.** Motion to **approve** auditing the Parks and Recreation Department. (**Requested by Commissioner Catherine McKnight**)

PUBLIC SAFETY

- 26.** Motion to approve entering into a Mutual Aid Agreement with Burke County to provide protection of life and property to the citizens of Augusta-Richmond County, Georgia and Burke County and to authorize the mayor to execute all appropriate documentation.
- 27.** Approve and accept a grant award for the continuation of the Victim of Crime Act (VOCA) Grant with funding of **\$53,460** from the Criminal Justice Coordination Council of Georgia (CJCC) for Richmond County's Solicitor General's Office. This will provide services to crime victims from October 1, 2024, through September 30, 2025, and authorize the Mayor to execute the necessary documents.

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

28. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.



Commission Meeting

January 7, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Commissioner Francine Scott honoring Dr. Cheryl Evans' remarkable legacy as she retired as President of Paine College with 31+ years of dedicated service to our region's only HBCU, with excellence guiding her final five years at the helm.
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 Francine Scott
Sent: Wednesday, January 1, 2025 9:13 PM
To: Lena Bonner
Subject: 5 Minute Delegation Presentation - January 7

Ms. Bonner, please add: A special recognition to the 5-minute delegation, for Tuesday, January 7, 2025, honoring Dr. Cheryl Evans' remarkable legacy as she retired as President of Paine College with 31+ years of dedicated service to our region's only HBCU, with excellence guiding her final five years at the helm.

If you have questions, please advise.

Thank you.

Francine R. Scott

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AED:104.1



Commission Meeting

January 7, 2025

Item Name: Z-24-33

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-33</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Drayton-Parker Companies, LLC, on behalf of Jay Jay Bajrangbali, LLC, requesting a rezoning from zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting properties containing approximately 4.69 acres located at 2311 Windsor Spring Road and 3221 Richmond Hill Road. Tax Map #121-1-021-00-0 and 121-0-010-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. There shall be no semi-truck parking at this location. 2. The development shall comply with all requirements as determined by traffic engineering for existing and proposed ingress/egress points during the site plan approval process. 3. No trees shall be planted along the 20-foot-wide water line easement that encroaches onto the back side of the properties. Trees are to be installed at a 3-inch caliber minimum and with a minimum height of 6 feet to 8 feet at the time of installation along the road frontage of Richmond Hill Road and Windsor Spring Road. Shrubs from the pre-approved tree list shall be installed along the shared property at 3219 Richmond Hill Road. 4. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: December 2, 2024

Case Number: Z-24-33

Applicant: Drayton-Parker Companies, LLC

Property Owner: Jay Jay Bajrangbali, LLC

Property Address: 2311 Windsor Spring Road and 3221 Richmond Hill Road

Tax Parcel No(s): 121-1-021-00-0 and 121-0-010-00-0

Current Zoning: B-1 (Neighborhood Business)

Fort Eisenhower Notification Required: N/A

Commission District 5: Bobby Williams

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from B-1 (Neighborhood Business) to B-2 (General Business)	Convenience Store with Gas Pumps	Section 22

SUMMARY OF REQUEST:

This rezoning request consists of two adjacent properties with a combined total of 4.69 acres. The request is to change the zoning from B-1 (Neighborhood Business) to B-2 (General Business) to establish a 5,175 square foot convenience store with 16 fueling stations in accordance with the letter of intent and conceptual site plan submitted with the application. The property is in the northwest quadrant of the intersection of Windsor Spring Road and Richmond Hill Road.

This item was postponed last month due to concerns that surrounding residents were not properly notified of the meeting.

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is located in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is

already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. The applicant requests to rezone two properties with a combined total of 4.69 acres from B-1 to B-2 to build a 5,175 square foot convenience store with 16 fueling stations. The plan is to construct a store that operates 24 hours per day.
2. The properties are currently vacant.
3. There were two previous zoning cases (Z-07-84) for a special exception to establish a convenience store at 2311 Windsor Spring Road which was approved but never constructed and (Z-22-62) for a rezoning of both properties from B-1 to B-2 to construct a 24-hr convenience store.
4. The properties can be served by both a public potable water system and a public sanitary sewer system.
5. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Windsor Spring Road as a major arterial road and Richmond Hill Road is classified as a minor arterial road. There are no transit routes or stops located within a half mile of the properties.
6. The properties are located outside of the 100-year Special Flood Hazard Area and there are no wetlands located on the properties.
7. Adjacent zoning districts to the north and west are B-1. Properties across Richmond hill Road to the east and across Windsor Spring Road to the south are zoned R-1A (One-family Residential).
8. The proposed change in zoning to B-2 would not be consistent with the 2023 Comprehensive Plan as property located at the intersection of Windsor Spring Road and Richmond Hill Road are primarily zoned R-1A (One-family Residential) and B-1 and mainly consist of low-density residential and vacant land.
9. The conceptual site plan submitted with the application shows the utilization of existing curb cut on Richmond Hill Road and creating two new curb cuts on Windsor Spring Road.
10. As of completion of this report, staff have received a few calls and inquiries concerning this rezoning application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is a 10" water line on Richmond Hill Road that is available for your use. There is an 8" sewer line behind 3406 Rutherford Ct. that is available for your use. You will need to get recorded

easement agreements from that property owner and Jefferson Electric to tie into that sewer that will need to be in hand before site plans can be approved. There is an 8" sewer line across Windsor Spring that is available for your use if your engineer determines that it will work for your site. There is also a 20' easement over a 6" water line that is on the back side of this property that encroaches onto this property that will need to have no trees planted inside that easement.

RECOMMENDATION: The Planning Commission recommends Approval of the rezoning request with the following conditions:

1. There shall be no semi-truck parking at this location.
2. The development shall comply with all requirements as determined by traffic engineering for existing and proposed ingress/egress points during the site plan approval process.
3. No trees shall be planted along the 20-foot-wide water line easement that encroaches onto the back side of the properties. Trees are to be installed at a 3-inch caliber minimum and with a minimum height of 6 feet to 8 feet at the time of installation along the road frontage of Richmond Hill Road and Windsor Spring Road. Shrubs from the pre-approved tree list shall be installed along the shared property at 3219 Richmond Hill Road.
4. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.



August 21, 2024

City of Augusta Planning and Development
Planning Division
535 Telfair Street, Suite 300
Augusta, GA 30901
706-821-1796

RE: **Rezoning Application Letter of Intent**
2311 Windsor Spring Road & 3221 Richmond Hill Road
Augusta, GA 30906
Parcel #'s: 121-1-021-00-0 & 121-0-010-00-0

Attached please find the City of Augusta's application for rezoning. The petitioner, Drayton-Parker Companies, LLC, is requesting to rezone two (2) separate parcels (described above) from the current zoning **B-1 (Neighborhood Business)** to the proposed zoning of **B-2 (General Business)**. The current property owner for both parcels is Jay Jay Bajrangbali, LLC.

The proposed use for the properties is a Convenience Store with fuel dispensing. This use classification is allowed under the current B-1 zoning with a Special Exception. At this time, this route is not being proposed because of the hours of operation limitation of 18 hours per day.

Therefore, the petitioner is requesting the properties be rezoned to B-2 to allow for the proposed use.

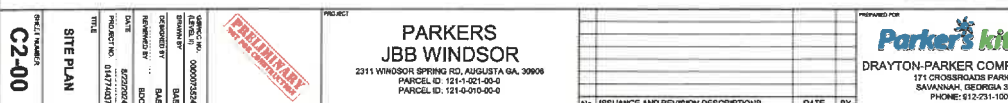
Please reach out to me at 912-328-4448 or at brian.clouser@kimley-horn.com if you have any questions regarding our application.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in blue ink, appearing to read "Brian Clouser".

Brian Clouser, P.E.



DEVELOPMENT SUMMARY:

- [illegible]

PREPARED FOR

Parker's kitchen

DRAYTON-PARKER COMPANIES, LLC

171 CROSSROADS PARKWAY
SAVANNAH, GEORGIA 31407
PHONE: 612-231-1001

PREPARED BY
Kimley»Horn
25 BULL STREET, SUITE 400
SAVANNAH, GEORGIA 31401
PHONE (912) 231-4384
WWW.KH&H.COM



Planning Commission
Z-24-33
December 2, 2024

2311 Windsor Spring Road
3221 Richmond Hill Road

Aerial

Legend



Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
11/12/2024 MH18072

Augusta, GA Decliner

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information provided by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

Item 1.



0 30'



Request: Requesting a rezoning from zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting properties containing approximately 4.69 acres located at 2311 Windsor Spring Road and 3221 Richmond Hill Road.

Name: Drayton-Parker Companies, LLC on behalf of Jay Jay Bajrangbali LLC
Parcels: 121-1-021-00-0 and 121-0-010-00-0

Planning Commission
Z-24-33
December 2, 2024

2311 Windsor Spring Road
3221 Richmond Hill Road

Current Zoning

Legend

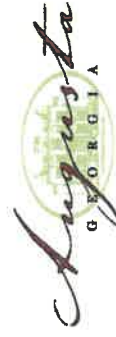
Subject Property

Zoning Classification

B-1: Neighborhood Business

R-1A: One Family Residential

R-3A: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
11/12/2024 MH18072

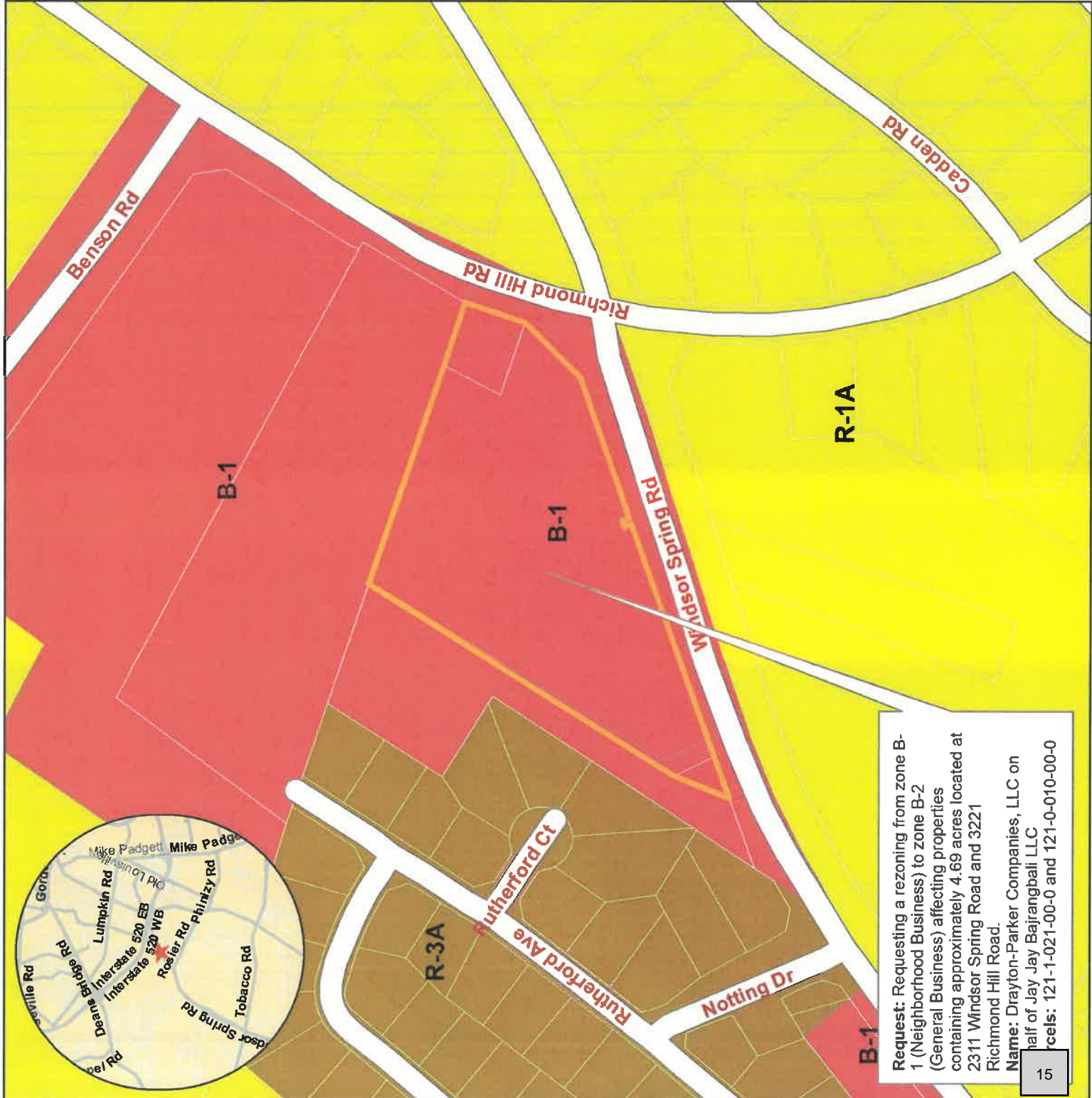
Augusta, GA Ducklimer

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Item 1.

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Request: Requesting a rezoning from zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting properties containing approximately 4.69 acres located at 2311 Windsor Spring Road and 3221 Richmond Hill Road.

Name: Drayton-Parker Companies, LLC on behalf of Jay Jay Bajrangbali LLC

Cells: 121-1-021-00-0 and 121-0-010-00-0

Planning Commission
Z-24-33
December 2, 2024

2311 Windsor Spring Road
3221 Richmond Hill Road

Future Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  R-1A: One Family Residential
-  R-3A: Multiple-Family Residential
-  B-2: General Business



Produced By: City of Augusta
 Planning & Development Department
 535 Telfair Street Suite 300
 Augusta, GA 30901
 11/12/2024 MH18072

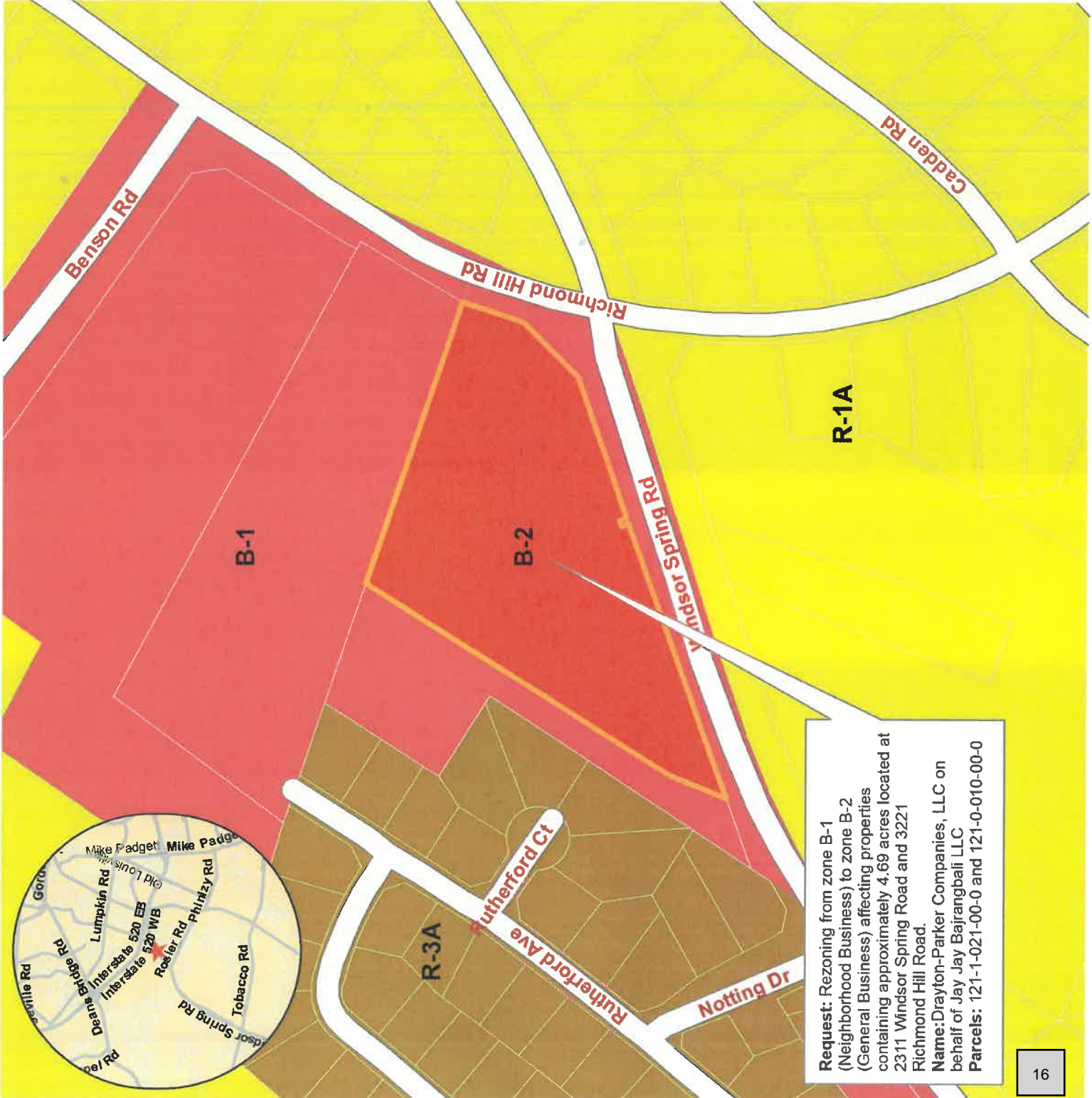
Augusta, GA Declaration

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Item 1.

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Request: Rezoning from zone B-1 (Neighborhood Business) to zone B-2 (General Business) affecting properties containing approximately 4.69 acres located at 2311 Windsor Spring Road and 3221 Richmond Hill Road.
Name: Drayton-Parker Companies, LLC on behalf of Jay Jay Bajrangbali LLC
Parcels: 121-1-021-00-0 and 121-0-010-00-0



Commission Meeting

January 7, 2025

Item Name: Z-24-37

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-37</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by GW Riverwatch, LLC, on behalf of Rodney D. Crenshaw, Joy Victoria Crenshaw, and Chad MacNair requesting a rezoning from zone R-1A (One-family Residential), B-1 (Neighborhood Business) and B-2 (General Business) to zone B-2 (General Business) affecting properties containing approximately 3.75 acres located at 2107 and 2109 Harding Road, and 2925, 2931, and 2935 Peach Orchard Road. Tax Map #110-1-037-00-0, 110-1-038-00-0, 110-1-034-00-0, 110-1-035-00-0, and 110-1-036-00-0
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. A 20 ft tree buffer must be installed along the rear property line that is used and zoned as residential. 2. Plans must comply with all related aspects of the Augusta Tree Ordinance. 3. Any outdoor lighting must be downlit and directed away from nearby residential properties. 4. A full traffic study will need to be completed, per the Augusta Traffic Engineering Department requirements. 5. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 6. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: December 2, 2024

Case Number: Z-24-37

Applicant: GW Riverwatch LLC

Property Owners: Rodney D. Crenshaw,
Joy Victoria Crenshaw, and Chad McNair

Property Addresses: 2107 & 2109 Harding Rd,
2925, 2931, & 2935 Peach Orchard Rd

Tax Parcel Nos: 110-1-037-00-0, 110-1-038-00-0,
110-1-034-00-0, 110-1-035-00-0, & 110-1-036-00-0

Fort Eisenhower Notification Required: N/A

Commission District 5: Bobby Williams

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1A (One-Family Residential), B-1 (Neighborhood Business) and B-2 (General Business) to B-2 (General Business)	Car Wash & Other Commercial Development	Section 22-1

SUMMARY OF REQUEST:

The petition seeks to rezone 3.75 acres of split zoned R-1A (One-Family Residential), B-1 (Neighborhood Business) and B-2 (General Business) property to B-2 (General Business) which is located at 2107 & 2109 Harding Road, 2925, 2931, & 2935 Peach Orchard Road. The applicant would like to construct a car wash facility and other commercial development.

COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the South Augusta Character Area. The vision for South Augusta is to add additional commercial and retail development at major intersections near underserved neighborhoods. Redevelopment projects (housing and economic development) in targeted neighborhoods, and at large abandoned commercial or industrial sites, targeted for such activities is an additional recommended development pattern for the South Augusta Character Area. The proposed rezoning of the tract to B-2 is consistent with aspects of the 2023 Comprehensive Plan.

FINDINGS:

1. There is an active business license at 2931 Peach Orchard Road for an automobile window repair business.
2. There is an active business license at 2935 Peach Orchard Road for a Carwash and Detail business.
3. A letter of support from the owners of 2113 Harding Road was received with the rezoning application.

4. A traffic signal is located approximately 860 ft. from the property's main entrance which fronts Peach Orchard Road. The property also has an additional access point on Harding Road and another connected to the neighboring Business, 7Brew Coffee.
5. Adjacent zoning: West: R-1A (One-Family Residential) | East: B-2 (General Business) | South: B-1 (Neighborhood Business) | North: B-2 (General Business)
6. According to the Augusta Traffic Engineering Department, a traffic study will need to be conducted.
7. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Harding Road is classified as a Local Road and Peach Orchard Road is classified as a Principal Arterial Road.
8. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located within a Special Flood Hazard Area.
9. According to Augusta-Richmond County GIS data, there are no wetlands located on the property.
10. Public water and sewer are present.
11. At the time of completion of this report, staff have not received any inquiries regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is an 8" sewer on Harding and an 8" sewer on Peach Orchard. There is a 6" water line on Harding and a 12" water line on Peach Orchard available for your use. All water meters and back flows will need to set at the ROW for this site. All existing water and sewer services on these properties will need to be cut and capped if they are not going to be used for the new project. Site plan will need to be submitted for review.

RECOMMENDATION: The Planning Commission recommends Approval of the rezoning request with the following conditions:

1. A 20 ft tree buffer must be installed along the rear property line that is used and zoned as residential.
2. Plans must comply with all related aspects of the Augusta Tree Ordinance.
3. Any outdoor lighting must be downlit and directed away from nearby residential properties.
4. A full traffic study will need to be completed, per the Augusta Traffic Engineering Department requirements.

5. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
6. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

September 30, 2024

Ms. Ashley Catterton
 Developing Service Administrator
 Augusta – Richmond County Planning Commission
 535 Telfair Street, Suite 300
 Augusta, Georgia 30901

Re: Letter of Intent for
 Harding Road Development

Dear Ms. Catterton,

I am the applicant (as representative of GW Riverwatch LLC) for the rezoning of three parcels as outlined below. Please accept this letter as my letter of intent for the proposed development. I am requesting rezoning as outlined below and in the attached application package for the purpose of constructing a car wash facility and other commercial development on the site.

The applicant proposes commercial development needing B-2 zoning using the contiguous group of the following five (5) parcels:

2925 Peach Orchard Rd 110-1-034-00-0 zoned B-2 (will not change)

2931 Peach Orchard Rd 110-1-035-00-0 zoned B-1 (REQUESTING change to B-2)

I am the owner as well as the applicant for this property.

2935 Peach Orchard Rd 110-1-036-00-0 zoned B-2 (will not change)

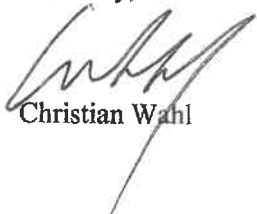
2107 Harding Rd 110-1-037-00-0 zoned B-1 (REQUESTING change to B-2)

2109 Harding Rd 110-1-038-00-0 zoned R1-A (REQUESTING change to B-2)

The owners of these properties are Rodney and Joy Crenshaw.

Please feel free to contact me with any questions regarding this application.

Sincerely,



Christian Wahl

September 20, 2024

Augusta GA
Planning and Development Department
535 Telfair Street
Suite 300
Augusta, GA 30901


RE: Proposed Rezoning of 2107 and 2109 Harding Road Augusta, GA to B2 (General Business)

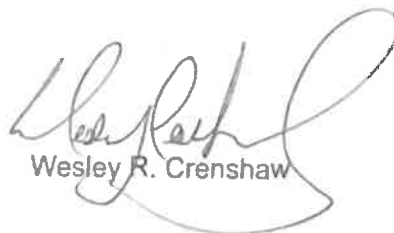
To Whom It May Concern:

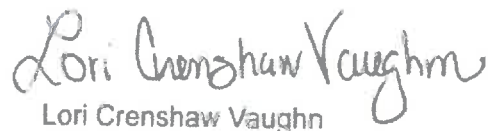
Our family is the owner of property (2113 Harding Road) that abuts the properties mentioned above that are proposed to be rezoned to B2 (General Business).

Please allow this letter to serve as our support for the rezoning request for each property. We are in favor of each property being rezoned to B2.

Sincerely,


Barbara C. Hardy


Wesley R. Crenshaw


Lori Crenshaw Vaughn

Estate of Rodney D. Crenshaw, Estate of Joy Victoria Crenshaw
2113 Harding Road
Augusta, GA 30906




Item 2.

Planning Commission
Z-24-37
December 2, 2024

2107 and 2109 Harding Road
2925, 2931 and 2935 Peach
Orchard Road

Aerial

Legend

 Subject Property



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
11/12/2024 MH18072

Augusta, GA Disclaimer

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Item 2.



0 200 Feet

Request: A Change of Zoning from Zone R-1A (One-Family Residential), Zone B-1 (Neighborhood Business) and Zone B-2 (General Business) to Zone B-2 (General Business) affecting property containing approximately 3.75 acres and located at 2107 and 2109 Harding Road and 2925, 2931 and 2935 Peach Orchard Road.

Name: GW Riverwatch LLC on behalf of Rodney D. Crenshaw, Joy Victoria Crenshaw and Chad McNair

Parcels: 110-1-037-00-0, 110-1-038-00-0, 110-1-034-00-0, 110-1-035-00-0 and 110-1-036-00-0




**Planning Commission
Z-24-37
December 2, 2024**









**2107 and 2109 Harding Road
2925, 2931 and 2935 Peach
Orchard Road**

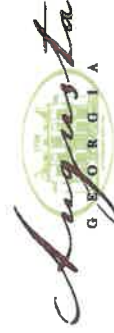
Current Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  B-2: General Business
-  LI: Light Industry
-  R-1A: One Family Residential
-  R-1B: One Family Residential
-  R-1D: One Family Residential
-  R-1E: One Family Residential
-  R-3B: Multiple-Family Residential



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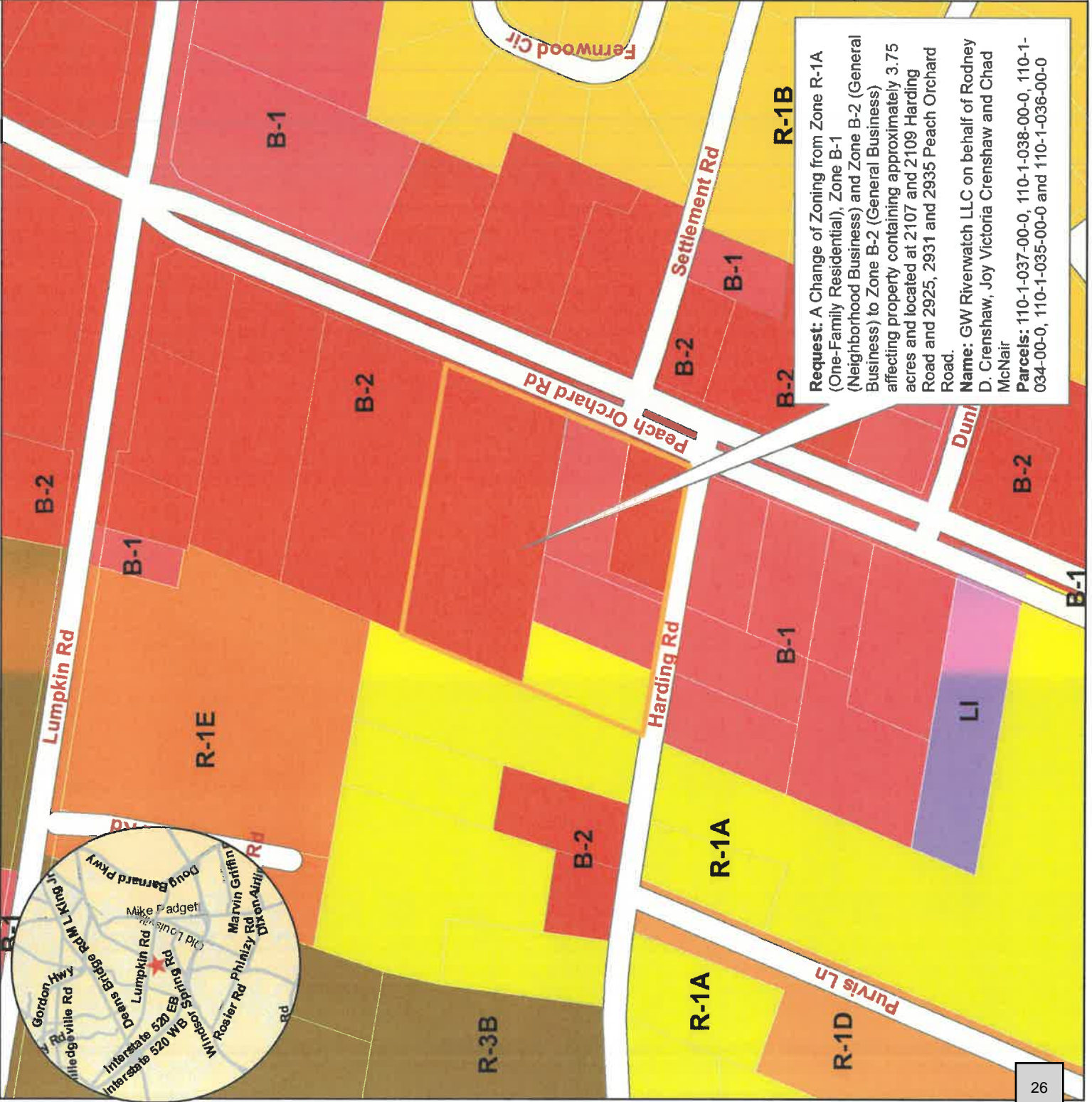
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0 200 Feet

Item 2.



**Planning Commission
Z-24-37
December 2, 2024**









**2107 and 2109 Harding Road
2925, 2931 and 2935 Peach
Orchard Road**

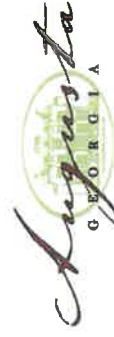
Future Zoning

Legend

 Subject Property

Zoning Classification

-  B-1: Neighborhood Business
-  B-2: General Business
-  LI: Light Industry
-  R-1A: One Family Residential
-  R-1B: One Family Residential
-  R-1D: One Family Residential
-  R-1E: One Family Residential
-  R-3B: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
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11/12/2024 MH8072

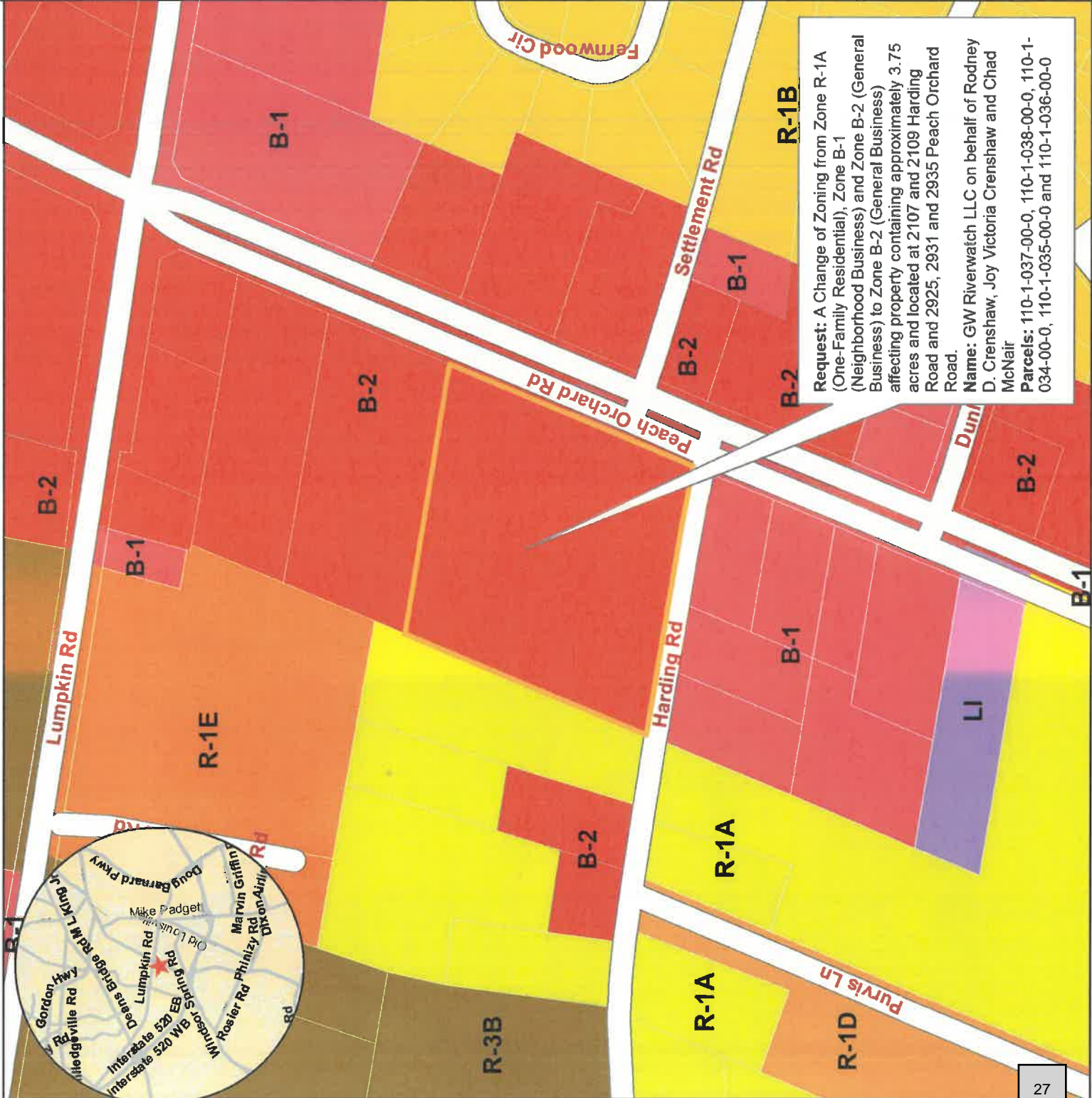
Augusta, GA DaChalmer

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0 200 Feet

Item 2.





Commission Meeting

January 7, 2025

Item Name: Z-24-39

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>Z-24-39</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Angel Dunn requesting a rezoning from zone R-3A (Multiple-family Residential) to R-3C (Multiple-family Residential) affecting property containing approximately 4.83 acres located at 2620 Richmond Hill Road. Tax Map #097-2-163-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. The use shall be limited to a Congregate Personal Care Home. 2. The home shall be staffed and maintained in compliance with all State Department of Community Health regulations for a Congregate Personal Care Home. 3. Successful completion of a Code Enforcement inspection is required before issuance of the business license. 4. The applicant must receive an updated City of Augusta business license for the expanded number of residents and continue to maintain a license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-18 of the O.C.G.A must be provided, and the applicant must provide annual inspection reports. 5. If wheelchair-bound persons reside in the residence all 2010 ADA Standards for Accessible Design requirements must be met, including but not limited to: <ul style="list-style-type: none"> • All doorways must be at least 3 feet wide. • At least one bathroom permits a wheelchair-dependent person to use all bathroom facilities unimpeded. 6. The Installation of a 6 ft privacy fence to enclose the rear and side portions of the property is required. 7. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 8. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: December 2, 2024

Case Number: Z-24-39

Applicant: Angel Dunn

Property Owner: Angel Dunn

Property Address: 2620 Richmond Hill Road

Tax Parcel No(s): 097-2-163-00-0

Current Zoning: R-3A (Multiple-Family Residential)

Fort Eisenhower Notification Required: N/A

Commission District 2: Stacy Pulliam

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-3A (Multiple-Family Residential) to R-3C (Multiple-Family Residential)	Congregate Personal Care Home	Sections 18-1 & 28-F

SUMMARY OF REQUEST:

This rezoning petition pertains to a 4.83-acre property located at 2620 Richmond Hill Road. This property is currently zoned R-3A (Multiple-Family Residential) and has been requested to be rezoned to R-3C (Multiple-Family Residential). The property is part of the Richmond Park neighborhood and features a Group Personal Care Home for 15 residents. The applicant wants to expand this Group Personal Care Home to a Congregate Personal Care Home, to include:

- 4 additional personal care rooms
- 20 independent living units
- 21 additional parking spaces
- 20%, approximately 8,585 sq ft of recreational space

COMPREHENSIVE PLAN CONSISTENCY:

This property is part of the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continuation of mixed housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended Development Patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

SECTION 28-F-3 (B) HOME DESIGN REQUIREMENTS		
<i>Common Areas</i>	<i>Requirement</i>	<i>Proposed</i>
I.	ADA-compliant Ramp (2010 standards)	Present
II.	Design for Accessibility	N/A
III.	Living Room (minimum of 120 sq ft)	325 sq ft
IV.	Kitchen/Dining Room (minimum of 80 sq ft)	338 sq ft
V.	Outdoor Space and Fencing	Not Enclosed
<i>Bedrooms or Private Living Spaces</i>	<i>Requirement</i>	<i>Proposed</i>
I.	Bedrooms (minimum 100 sq ft per person)	233 sq ft
<i>Bathroom Facilities</i>	<i>Requirement</i>	<i>Proposed</i>
I.	Functional toilet (1:4 occupants*)	1 per room
II.	Showering/Bathing Facility (1:6 occupants*)	1 per room
III.	ADA-compliant Facilities (2010 standards)	N/A
*Includes persons who reside there and receive care, care providers, and other persons living in the home.		
<i>Off-Street Parking</i>	<i>Requirement</i>	<i>Proposed</i>
I.	13 Total Required Spaces**	30
**Homes must meet the requirements for Off-Street Parking in Section 4-2 of the Comprehensive Zoning Ordinance.		

1. The current Group Personal Care Home, Angel's Care, has had an active business license since 2008.
2. This property received a Rezoning approval to R-3A in 2021, with the following conditions:
 - The only permissible uses of the property shall be a Group Personal Care Home or a single-family residence.
 - No detached residential space shall be used or added to the property for accommodation of residents.
 - A directional sign with the address clearly labeled with reflective lettering will be placed at the entrance to assist emergency personnel should they be called to the facility.
3. This property received Special Exception approval for a Group Home in 2021, with the following conditions:
 - The home addition must be completed, and a Certificate of Occupancy issued before the increased residents may be allowed to move in. The home will be limited to no more than 15 clients. The exact number shall be determined by Building and Fire Department officials.
 - The home shall be staffed and maintained in compliance with all State Department of Community Health regulations for a Group Personal Care Home.

- No detached residential space shall be used or added to the property for accommodation of residents.
 - A directional sign with the address clearly labeled with reflective lettering will be placed at the entrance to assist emergency personnel should they be called to the facility.
 - At least one ADA compliant paved parking space must be provided for the use of residents.
 - The applicant must receive an updated City of Augusta business license for the expanded number of residents and continue to maintain a license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-18 of the O.C.G.A must be provided, and the applicant must provide annual inspection reports. All requirements must be met within six (6) months of approval of the Special Exception, or the Special Exception is void.
 - An approved building permit for the addition and/or an updated business license for the increased numbers must be obtained within six (6) months or the Special Exception is void. The home must maintain all licenses without a 12-month lapse or the Special Exception is void.
 - If wheelchair bound persons reside in the residence all 2010 ADA Standards for Accessible Design requirements must be met, including but not limited to:
 - All doorways must be at least 3 feet wide.
 - At least one bathroom permits a wheelchair dependent person to use all bathroom facilities unimpeded.
4. The applicant proposes to expand a Group Personal Care Home, adding 4 additional residents and 20 new independent elderly living units.
 5. The Independent living units will be approximately 600 sq ft each, including the following inside:
 - Kitchen
 - Dining Room
 - Bathroom
 - Living room
 - Sleeping area
 - Closet
 6. The current personal care home is operated by 2 full-time and 1 part-time staff members. This number will increase to 4 full-time and 1 part-time staff members with the addition of new units.
 7. R-1A (One-Family Residential) zoning surrounds this property entirely.
 8. A preliminary inspection of the home and new additions remains pending at completion of this report.
 9. The closest personal care home is located approximately 0.32 miles south of the subject property along Richmond Hill Road.
 10. Per the Georgia Department of Transportation (GDOT) Functional Classification Map, Richmond Hill Road is classified as a Minor Arterial Road.
 11. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located within a Special Flood Hazard Area.

12. According to Augusta-Richmond County GIS data, there are no wetlands located on the property.
13. Public water and sewer are present in the area.
14. At the time of completion of this report, staff have not received any inquiries regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is an 8" sewer line and a 6" water line on Richmond Hill Road available for your use. The site plan will need to be submitted for review.

RECOMMENDATION: The Planning Commission recommends **APPROVAL** of this rezoning request to R-3C (Multiple-Family Residential), with the following conditions:

1. The use shall be limited to a Congregate Personal Care Home.
2. The home shall be staffed and maintained in compliance with all State Department of Community Health regulations for a Congregate Personal Care Home.
3. Successful completion of a Code Enforcement inspection is required before issuance of the business license.
4. The applicant must receive an updated City of Augusta business license for the expanded number of residents and continue to maintain a license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-18 of the O.C.G.A must be provided, and the applicant must provide annual inspection reports.
5. If wheelchair-bound persons reside in the residence all 2010 ADA Standards for Accessible Design requirements must be met, including but not limited to:
 - All doorways must be at least 3 feet wide.
 - At least one bathroom permits a wheelchair-dependent person to use all bathroom facilities unimpeded.
6. The Installation of a 6 ft privacy fence to enclose the rear and side portions of the property is required.
7. Approval of this rezoning request does not constitute approval of the concept site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
8. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta,

Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

Charles W. Jones, AIA, NCARB

Architects – Planners
1910 Thomas Lane
Augusta, Georgia 30904
(832) 385-1012

Email: iones3773@aol.com

Licensed Architect in Georgia, South Carolina, Texas, New York, Vermont and Connecticut

Project Narrative

Prepared by: Charles Jones, Architect

Property:

Angel's Personal Care Home
 2620 Richmond Hill Road
 Augusta, Georgia 30906

This application is a request to re-zone parcel 097-2-163-00-0 (4.83 Acres) located at 2620 Richmond Hill Road in Augusta from an R-3A Zone to an R-3C Zone. The property is currently used as a Personal Care Home for 16 residents with a total of 9 parking spaces and is proposed to be used as a Congregate Personal Care Facility (not a nursing home).

The existing site has 5 parking spaces for residents and visitors and 4 parking spaces for staff. The current building is a 1-story structure with a split-level section on the south end. The existing building contains 2,688 sq. ft. on the main level and 992 sq. ft. on the lower level. Of the 4.83 acres, a total of 1.3 acres is currently being used for the existing personal care home including parking and recreational space.

This application proposes to use an additional 0.67 acre for the purpose of adding 4 additional personal care residents in an addition to the existing facility and the construction of 20 new independent elderly living units along with an additional 21 parking spaces. The remaining 2.86 acres (12,458 sq. ft.) will be undisturbed to promote water quality and support wildlife and ecological functions. This significantly exceeds the minimum requirement of 10% (0.5 acre) of undeveloped and natural open space in residential zones as per the Comprehensive Zoning Ordinance Section 3-B-2. The additional requirement of 10% recreational space is also exceeded with a proposed total recreational space of 20% (8,585 sq. ft.). In addition, a 50 ft. tree buffer is proposed on each side of the property to reduce impact on neighboring residential properties.

Traffic Impact:

Based on GDOT AADT data for the years 2019 thru 2023, the average daily traffic count at this facility reduced from 7530 trips in 2019 to 7190 trips in 2023. Since none of the current residents own vehicles and have little to no visitors, the only current traffic is the 4 staff vehicles (8 daily trips). This proposal provides parking for 21 residents and visitors as well as an additional 9 spaces for staff for a total of 30 parking spaces. Even in the unlikely event that 30 cars (60 daily trips) occurred, the impact on the daily traffic count would be less than 1 percent of the GDOT daily average – a negligible amount. This would not even increase traffic to the levels recorded in 2019.

Need for Facility:

The Augusta-Richmond County area has approximately over 43,000 seniors aged 55 and older based on the 2023 Census Data. This results in an acute need for affordable elderly housing of all kinds but especially Congregate Personal Care Facilities. This facility alone has a waiting list of over 100 elderly applicants at present. This proposed development will not only enhance the environment but will assist this important sector of our population.

Conclusion:

This proposed development will:

1. Not adversely impact traffic on Richmond Hill Road;
2. Not adversely impact neighboring residential properties;
3. Exceed minimum undeveloped natural and open space requirements;
4. Exceed minimum recreational space requirements;
5. Help meet the need for elderly housing in the Augusta-Richmond County area.



S-1.1

Proposed Concept Plan

DATE: September 24, 2024
DRAWN BY: DDCWJ

SCALE:
CHECKED BY: Charles W. Jones, AIA

Charles W. Jones, AIA
Architect
1910 Thomas Lane
Augusta, Georgia 30904
Cell (832) 385-1012
jones3773@aol.com

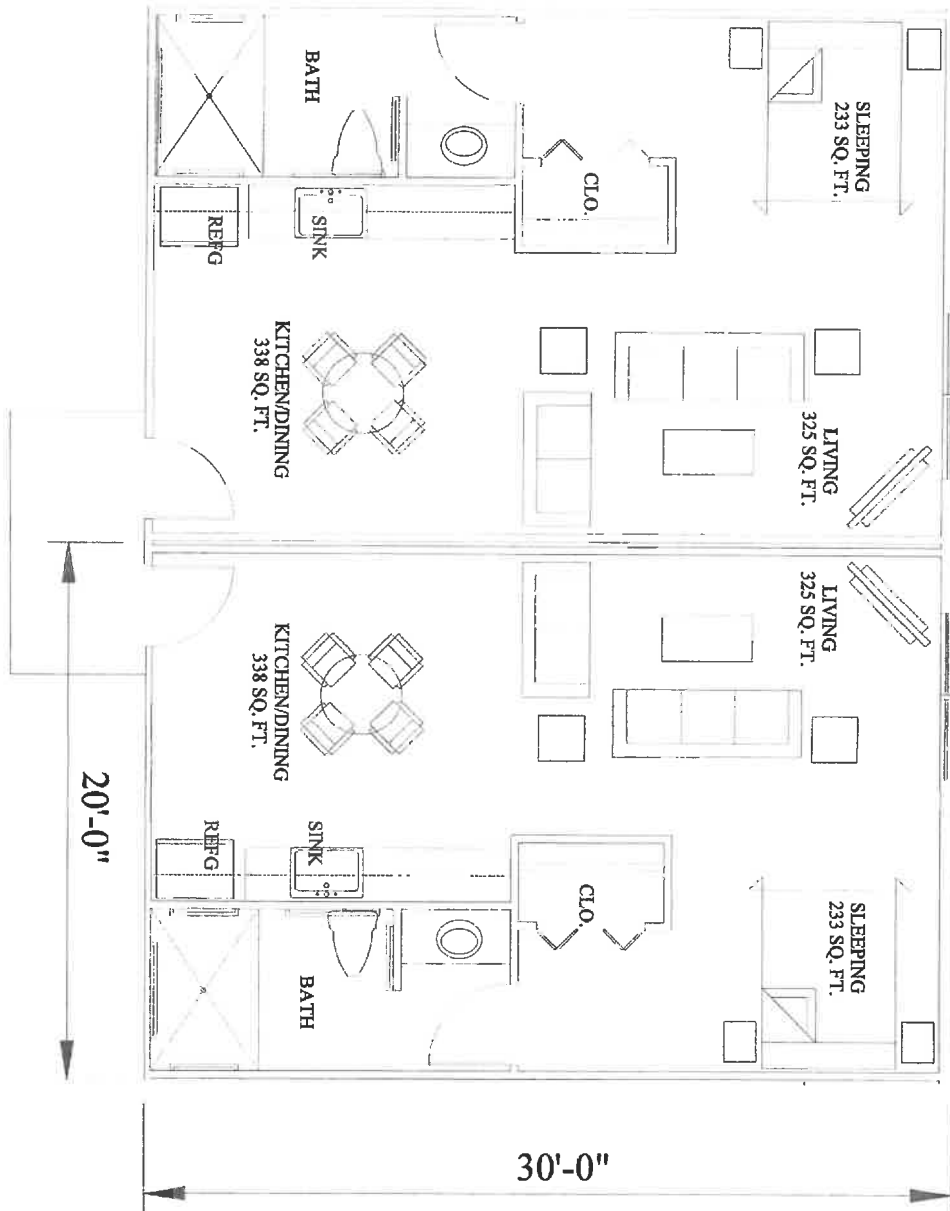


Angel's Care Personal Care Home, Inc.
2620 Richmond Hill Road
Augusta, Georgia 30906

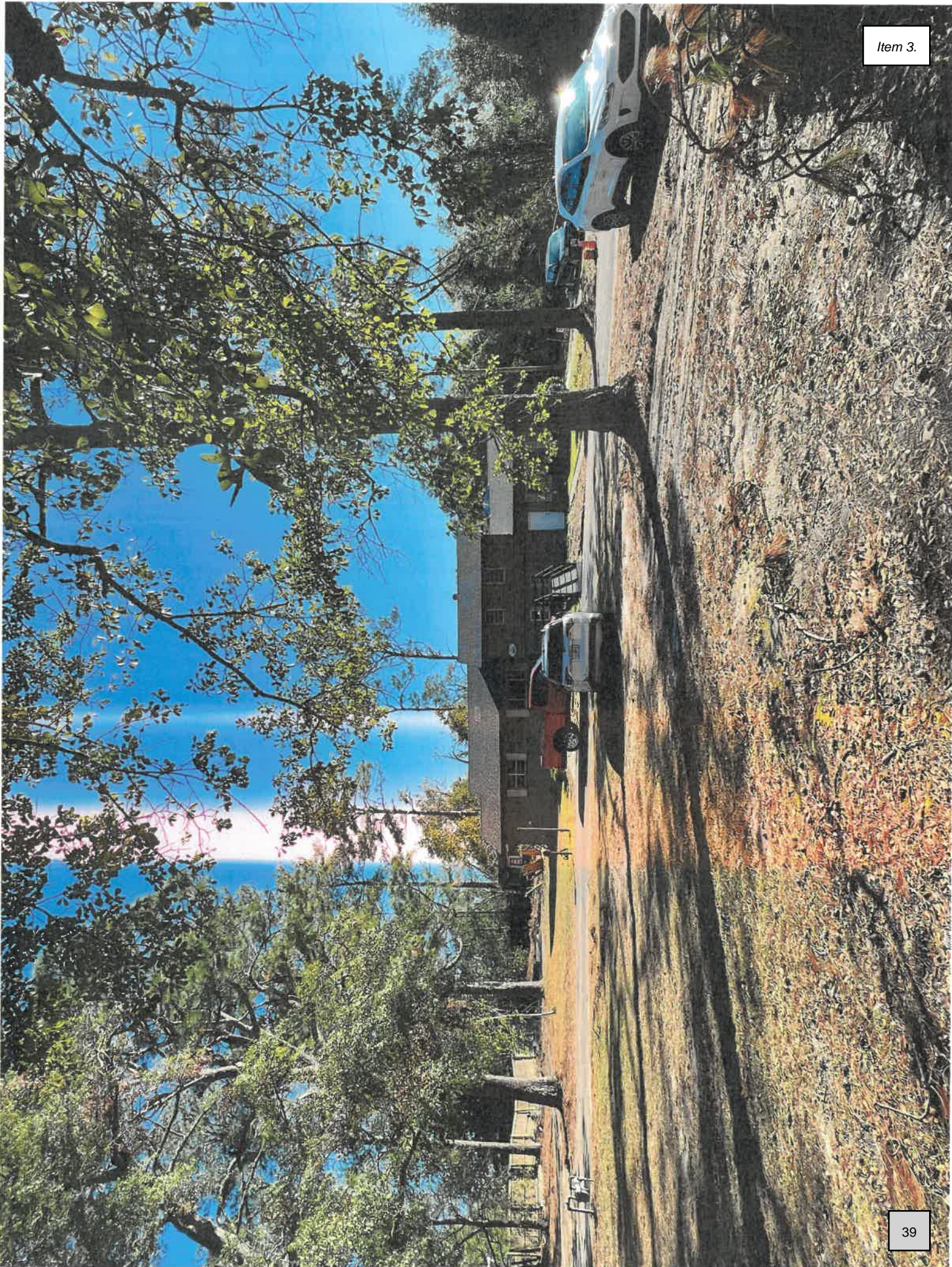
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Typical Independent Living Unit (600 sq. ft.)

Scale: 1/2" = 1'-0"



A-1.1	PROJECT TITLE Typical Living Unit		Charles W. Jones, AIA Architect 1910 Thomas Lane Augusta, Georgia 30904 Cell (832) 345-1012 jones0773@aol.com		Concept Plan 2620 richmond Hill Road Augusta, GA 30906	COPYRIGHTED BY CHARLES W. JONES, AIA ALL RIGHTS RESERVED DESIGN IN THE UNITED STATES OF AMERICA THIS DRAWING AND DETAILS ARE THE PROPERTY OF THE ARCHITECT. NO PART OF THIS DRAWING OR DETAILS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM THE ARCHITECT.
	DATE October 22, 2024	SCALE 1/2" = 1'-0"				
	DRAWN BY DWJ/CWJ	CHECKED BY				




Planning Commission
Z-24-39
December 2, 2024

2620 Richmond Hill Road

Aerial

Legend

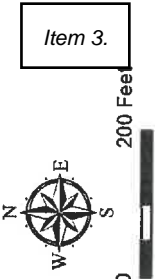
 Subject Property



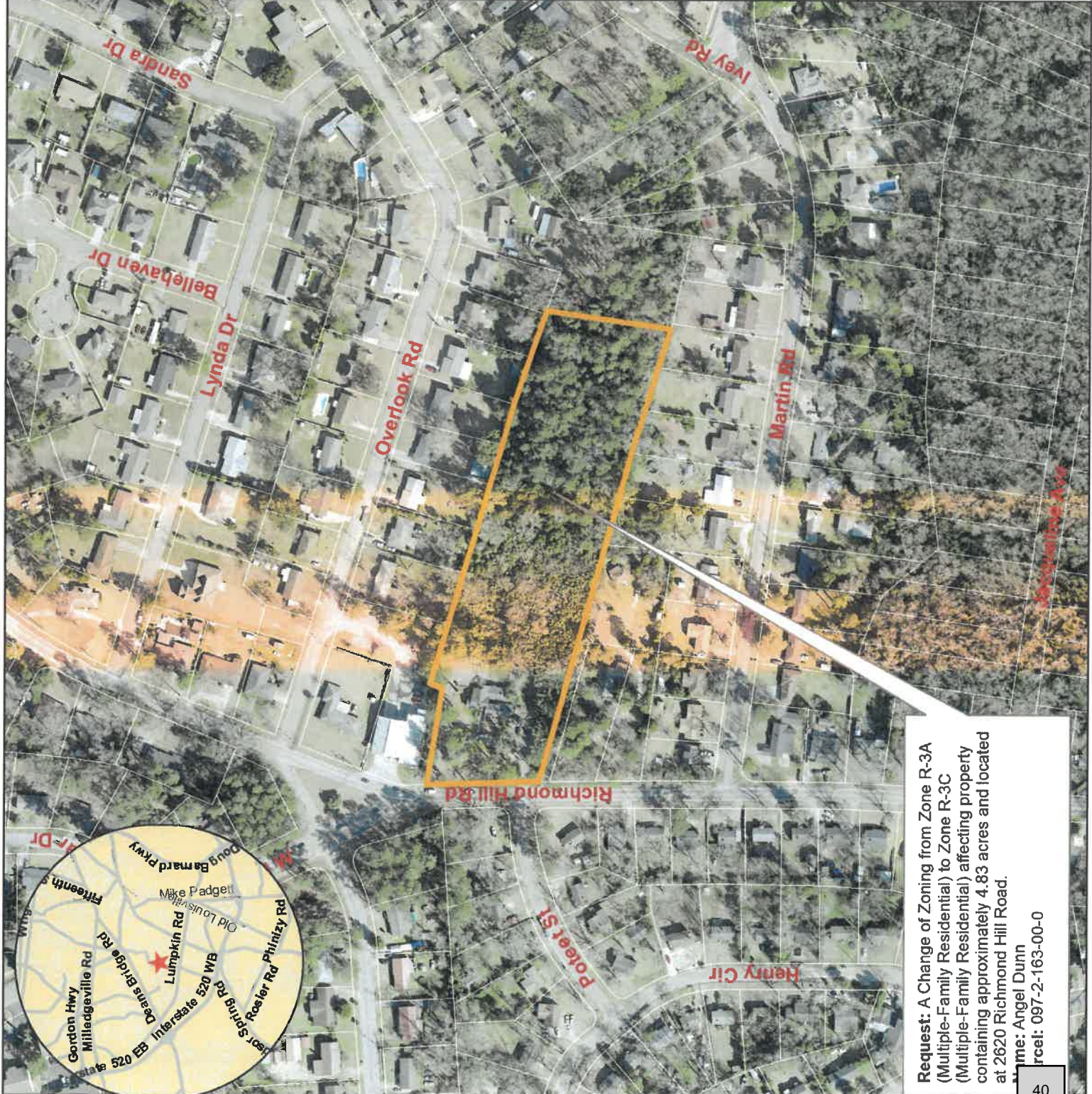
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11/12/2024 MH18072

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Item 3.



Request: A Change of Zoning from Zone R-3A (Multiple-Family Residential) to Zone R-3C (Multiple-Family Residential) affecting property containing approximately 4.83 acres and located at 2620 Richmond Hill Road.


Time: Angel Dunn
Email: 097-2-163-00-0

Planning Commission
Z-24-39
December 2, 2024

2620 Richmond Hill Road

Current Zoning

Legend

 Subject Property

Zoning Classification

 R-1A: One Family Residential

 R-3A: Multiple-Family Residential

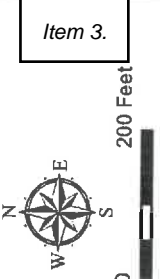
 R-3B: Multiple-Family Residential



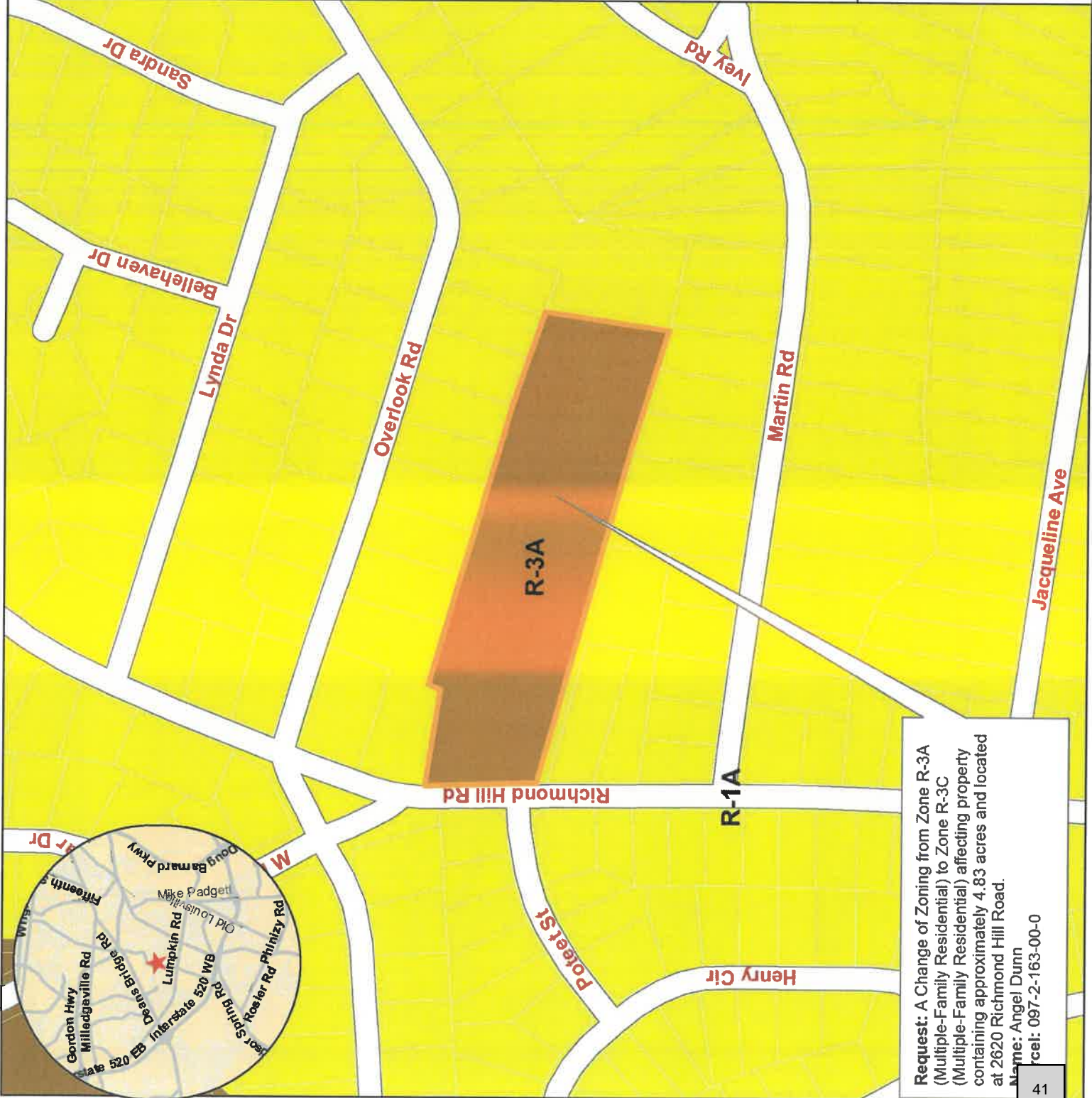
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Item 3.



Request: A Change of Zoning from Zone R-3A (Multiple-Family Residential) to Zone R-3C (Multiple-Family Residential) affecting property containing approximately 4.83 acres and located at 2620 Richmond Hill Road.

Map by: Angel Dunn
Phone: 097-2-163-00-0

Planning Commission
Z-24-39
December 2, 2024





2620 Richmond Hill Road

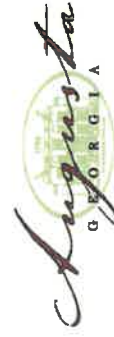
Future Zoning

Legend

 Subject Property

Zoning Classification

-  R-1A: One Family Residential
-  R-3A: Multiple-Family Residential
-  R-3B: Multiple-Family Residential
-  R-3C: Multiple-Family Residential



Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
11/12/2024 MH18072

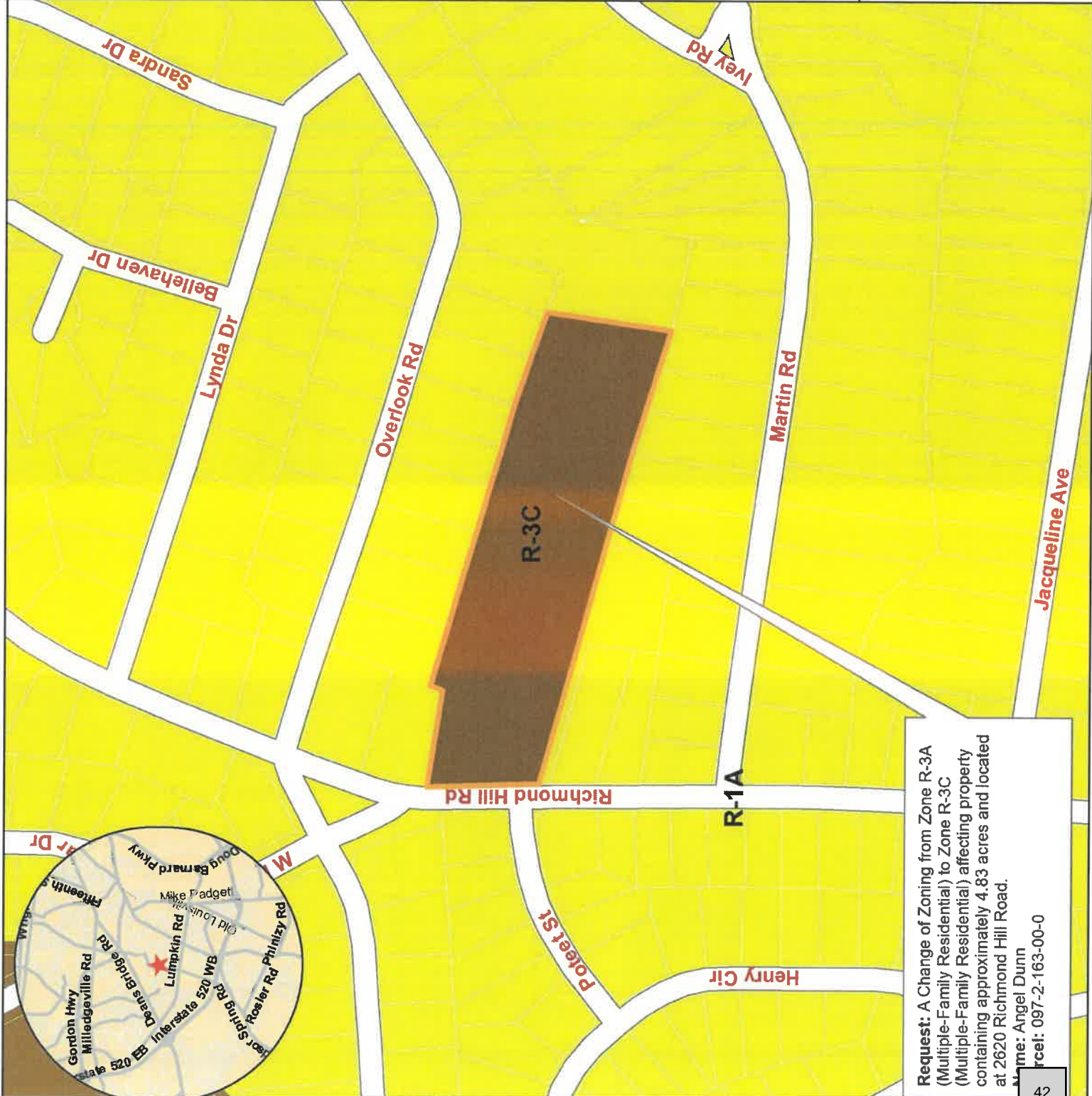
Augusta, GA Disclaimer

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0 200 Feet

Item 3.





Commission Meeting

January 7, 2025

Item Name: SE-24-18

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	<u>SE-24-18</u> – A request for concurrence with the Augusta Planning Commission to APPROVE a petition by Old Time Way Church of God In Christ requesting a special exception per Section 26-1(m) of the Comprehensive Zoning Ordinance to establish a cemetery affecting 5 acres out of a 30.76-acre tract located at 3451 Old McDuffie Road. Tax Map #094-0-027-01-0. Zoned R-1C (One-family Residential), R-3A (Multiple-family Residential), and R-3C (Multiple-family Residential).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	<ol style="list-style-type: none"> 1. Creation of a 5-acre cemetery in the southern portion of the property according to the survey filed with the application is the preferred location. 2. A 50-foot undisturbed natural buffer be retained along all portions of the subject property that adjoin existing single-family residences. 3. A 10-foot planted buffer shall be installed along the front parcel of Old McDuffie Road that serves as the cemetery. 4. The cemetery shall only have access through the existing asphalt parking lot. There will be no new curb cut.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Hearing Date: December 2, 2024

Case Number: SE-24-18

Applicant: Old Time Way Church of God In Christ

Property Owner: Old Time Way Church of God In Christ

Property Address: 3451 Old McDuffie Road

Tax Parcel No(s): 094-0-027-01-0

Current Zoning: R-1C (One-family Residential), R-3A and R-3C (Multiple-family Residential)

Fort Eisenhower Notification Required: N/A

Commission District 4: Alvin Mason

Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Cemetery	Section 26-1(m)

SUMMARY OF REQUEST:

The petition seeks a special exception for 5 acres of a 30.76-acre tract located at 3451 Old McDuffie Road. The property is currently situated in the R-1C (One-family Residential) and R-3A and R-3C (Multiple-family Residential) zones. The portion of the property being affected by this request is entirely in the R-3A zone. No future development is planned for the proposed cemetery site.

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is located in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. The property contains a surface parking lot but remains vacant.
2. On Tuesday, March 19, 2002, the Augusta Commission approved zoning case (Z-02-19) for a proposed senior living apartment complex with the following conditions:
 1. That a 50-foot undisturbed natural buffer be retained along all portions of the subject property that adjoin existing single-family residences.
 2. That a solid board fence 6 feet in height be erected and maintained by the church on the entire property line adjacent to where the apartments would be located.
 3. That the proposed use be limited to a 60-unit senior citizen center or those uses allowed in an R-1C zone.
3. In January of 2012, the Augusta Commission approved special exception (Z-12-01) to allow for a church on the property. The church has not been built and the owners will be required to obtain approval of a new special exception prior to constructing a church on the property.
4. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Old McDuffie Road as a local road. There are no transit routes or stops located within a half mile of the property.
5. The property is located outside of the 100-year Special Flood Hazard Area and there are no wetlands located on the property.
6. Adjacent zoning districts surrounding the property include R-1C, R-3C and B-2 (General Business) to the north, A (Agricultural), R-1C, R-1E (One-family Residential) and R-MH (Manufactured Home Residential) to the south, A and R-1C to the east and R-1C and R-MH to the west.
7. The request is consistent with the 2023 Comprehensive Plan as property located on a local residential street that dead-end approximately 1,400 feet from the subject property and is situated primarily adjacent to A and R-1-C zoned properties.
8. A survey submitted with the application shows that the proposed cemetery will be formed with the creation of a new 5-acre tract. The parcel of land is in the southern portion of the tract and has direct abutting access Old McDuffie Road.
9. As completion of this report, staff have received one call in opposition concerning this special exception application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends Approval of the special exception request with the following condition(s):

1. Creation of a 5-acre cemetery in the southern portion of the property according to the survey filed with the application is the preferred location.
2. A 50-foot undisturbed natural buffer be retained along all portions of the subject property that adjoin existing single-family residences.
3. A 10-foot planted buffer shall be installed along the front parcel of Old McDuffie Road that serves as the cemetery.
4. The cemetery shall only have access through the existing asphalt parking lot. There will be no new curb cut.

NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

OLD TIME WAY CHURCH OF GOD IN CHRIST

3450 Old McDuffie Road
Augusta, Georgia 30815
(706) 796-8540



Pastor, Supt. Mark Walden
Chairman, Deacon Jessie Tarver
Co-Chairman, Deacon James Lampkin
Assistant Secretary, Missionary Dianne Roberson

September 16, 2024

Augusta Georgia Department of Planning and Development
Planning Division
535 Telfair Street, Suite 300
Augusta, Georgia 30901

LETTER OF INTENT REGARDING 3451 Old McDuffie Road Parcel# 0940027010

To the Department of Planning and Development:

We the Old Time Way Church of God in Christ Church is submitting a letter of intent to the Department of Planning and Development to propose 5.00 acres tract for a cemetery at our property 3451 Old McDuffie Road, Augusta, Georgia 30906.

Please note that out of a total of 30.63 acres which includes the 5.00 acres tract for a cemetery. The only thing that exists at 3451 is the parking lot that is being used for our services overflow.

Our future, plan is to build a Family Life Center. However, there are no plans to move forward at this time.

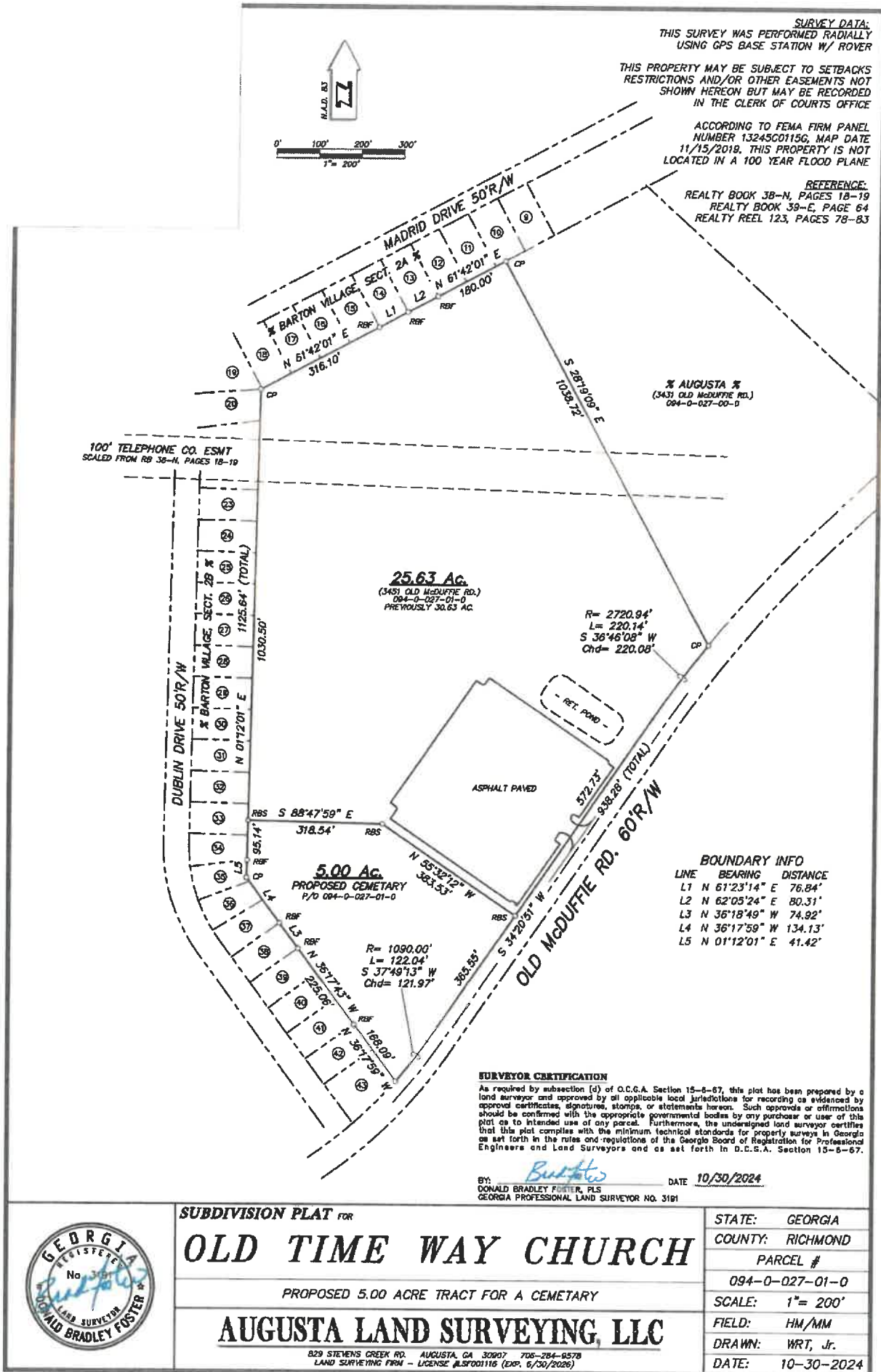
Yours in Christ,,

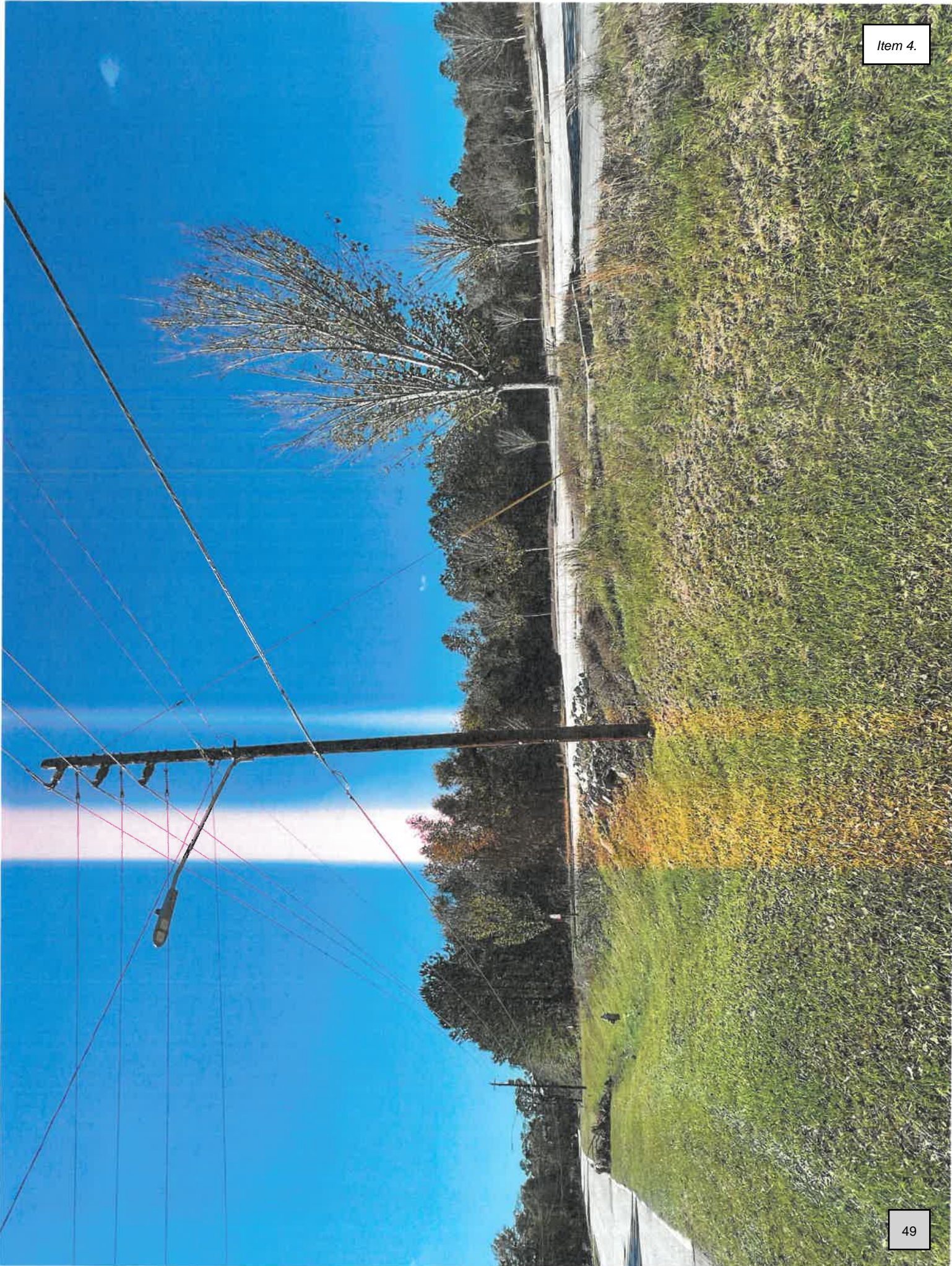
Jessie Tarver *Jessie Tarver*

Deacon Jessie Tarver, Chairman
Trustee Board

James Lampkin

Deacon James Lampkin, Co-Chairman,
Trustee Board





Planning Commission
SE-24-18
December 2, 2024

3451 Old McDuffie Road

Aerial

Legend

 Subject Property

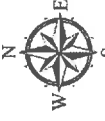


Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
11/12/2024 MH18072

Augusta, GA Disclaimer

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Item 4.



0 200 Feet



Request: A Special Exception per Section 26-11(m) of the Comprehensive Zoning Ordinance to establish a cemetery affecting 5 acres out of a 30.76-acre tract located at 3451 Old McDuffie Road.

Phone: Old Time Way Church of God in Christ
Cell: 094-0-027-01-0

Planning Commission
SE-24-18
December 2, 2024

3451 Old McDuffie Road

Current Zoning

Legend

 Subject Property


Zoning Classification

 A: Agriculture

 R-1C: One Family Residential

 R-1E: One Family Residential

 R-3A: Multiple-Family Residential

 R-3C: Multiple-Family Residential

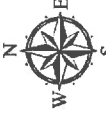
 R-MH: Manufactured Home Residential



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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
11/12/2024 MH18072

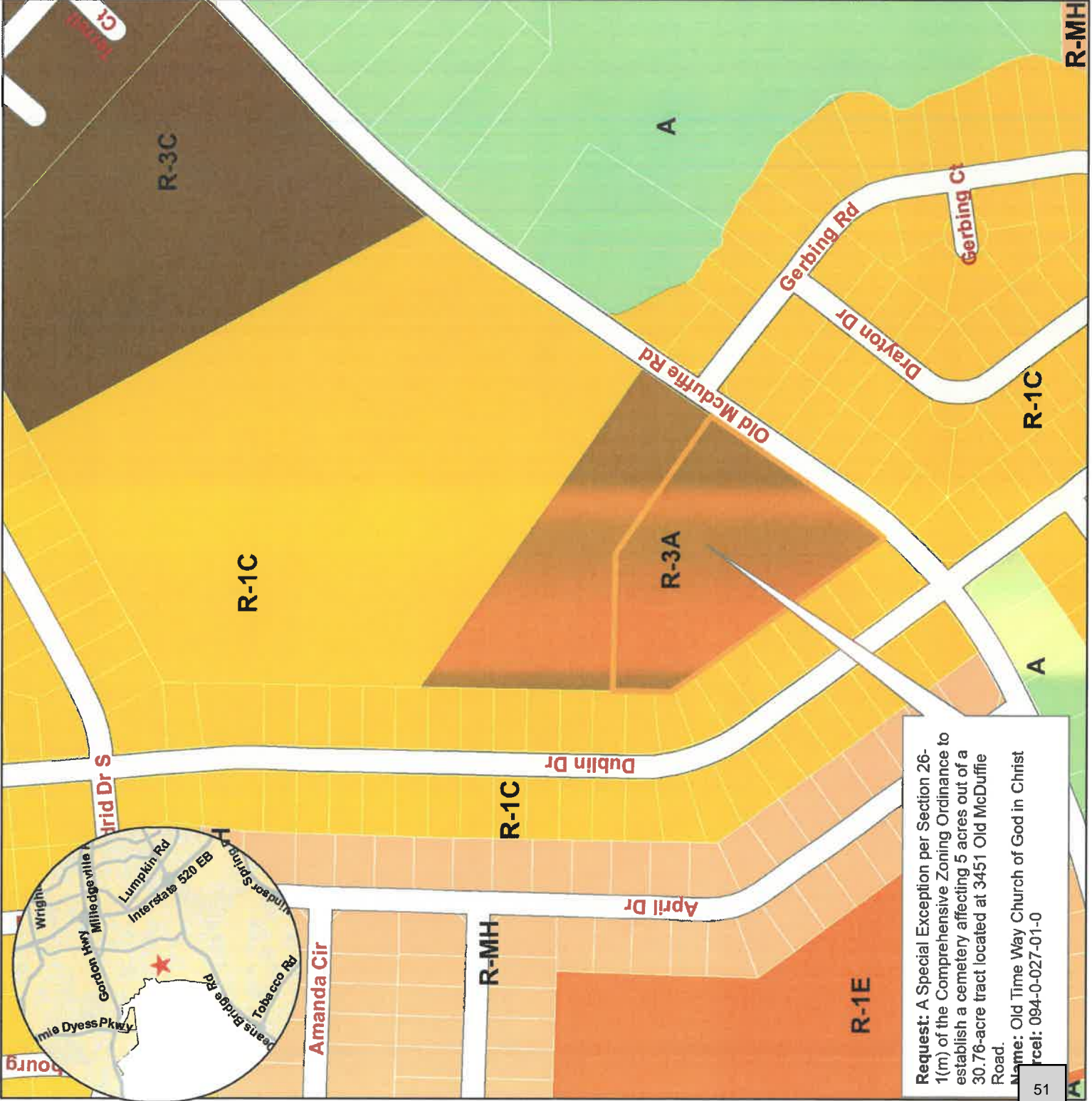
Augusta, GA DaChimer

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0 200 Feet

Item 4.



Request: A Special Exception per Section 26-1(m) of the Comprehensive Zoning Ordinance to establish a cemetery affecting 5 acres out of a 30.76-acre tract located at 3451 Old McDuffie Road.
Name: Old Time Way Church of God in Christ
Parcel: 094-0-027-01-0



Public Services Committee Meeting

November 26, 2024

Building Permit Calculation per Georgia House Bill 461

Department:	Planning & Development
Presenter:	Chyvatte Vassar or Staff Designee
Caption:	Motion to approve the adoption of the revised building permit fee schedule in order to come into compliance with GA HB 461, fees effective January 1, 2025.
Background:	<p>Georgia House Bill 461 mandates that local government regulatory fees, such as building inspection fees, be allocated exclusively to regulatory activities rather than general operations. It also revises how these fees should be calculated.</p> <p>Currently, Augusta-Richmond County calculates building permit fees based on the finished building value, plus inspection costs.</p> <p>Under the proposed new fee schedule, a flat fee will apply to projects valued under \$75,000. For projects over this amount, however, the fee calculation will shift to a square footage and/or construction cost-based model, equating to a sliding scale approach.</p>
Analysis:	The building permit fee calculation must align with the guidelines established by GA HB 461. A comparative analysis has been conducted with neighboring jurisdictions and municipalities of comparable size and population. Additionally, scenarios were tested using permits issued under both the existing and proposed schedules to assess the impact on contractors, property owners, and tenants.
Financial Impact:	<p>The financial impact of these changes includes potential fluctuations in revenue. The exact effect will depend on the distribution of project sizes and types within the jurisdiction.</p> <p>To adapt to these changes, we will continue to work with Finance to adjust the financial forecasting models to account for the new fee schedules and the variability introduced by the square footage and/or construction cost-based calculations.</p>
Alternatives:	N/A
Recommendation:	Motion to approve the proposed fee schedule for building permits.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GEORGIA CODE, TITLE SEVEN, CHAPTER ONE, ARTICLE FIVE, SECTION 7-1-90 BUILDING FEES, SUBSECTION (C), SO AS TO , TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Georgia General Assembly amended Official Code of Georgia Annotated § 48-13-9 in HB 461;

WHEREAS, political subdivisions of the State of Georgia may no longer use building valuation data as a determination of regulatory fee for new construction or extensive renovation;

WHEREAS, Augusta, Georgia's previous construction and permitting fees system was based on building valuation, which necessitated this change;

BE IT ORDAINED by the Augusta-Richmond County Commission, and it is hereby ordained by authority of the same as follows:

SECTION 1. Title 7, Chapter 1, Article 5, Section § 7-1-90 *Building Fees* of the Augusta, Georgia Code of Ordinances is hereby amended by striking subsection "c" and substituting the table as described in Exhibit "A".

SECTION 2. This ordinance shall become effective upon adoption.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2024.

(SEAL)

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

Mayor

Attest:

Clerk of Commission

STATE OF GEORGIA

RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

I, LENA J. BONNER, Clerk of Commission, **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2024, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

I do hereby **CERTIFY** that there was a quorum of the Commissioners present at such meeting, and that such ordinance was duly adopted by the pursuant to the constituting and governing laws of the Augusta-Richmond County Commission.

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2024

(SEAL)

Lena J. Bonner
Clerk of Commission

DRAFT

Exhibit “A”

DRAFT



PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Building Division
Fee Schedule
Effective Date: TBD

RESIDENTIAL SINGLE FAMILY AND DUPLEX

New Construction: Residential, Modular, Mobile, Dwelling, Accessory Structures, Construction Permit

Building	\$0.24 per square feet Under Roof
Electrical House	\$72.00 Flat Fee
Electrical Temporary Pole	\$72.00 Flat Fee
Mechanical	\$72.00 Flat Fee
Plumbing	\$72.00 Flat Fee

ADDITION /ALTERATION/ GENERAL REPAIRS

Addition/Alterations	\$225.00 + \$0.24 per sq. ft.
Deck/Porch	\$135.00 + \$0.20 per sq. ft.
Roof/General Repair/Foundation	\$125.00 Flat Fee
Retaining Wall Less Than 8ft.	\$100.00 + \$0.20 per Linear Foot
Retaining Wall Over 8ft.	\$200.00 + \$0.20 per Linear Foot
Electrical House	\$72.00 Flat Fee
Electrical Temp Pole	\$72.00 Flat Fee
Electrical Service Change Out	\$72.00 Flat Fee
Mechanical	\$72.00 Flat Fee
Plumbing	\$72.00 Flat Fee
Demolition Single Family/Duplex	\$100.00 Flat Fee
Electrical	\$72.00 Flat Fee

POOL

Above Ground Swimming Pool	\$72.00 Flat Fee
Below Ground Swimming Pool	\$300.00 Flat Fee

SOLAR/GENERATOR

Single Family/Duplex Solar	\$200.00 Flat Fee
Electrical	\$72.00 Flat Fee

STAND ALONE/TRADES

Electrical	\$72.00 Flat Fee
Electrical- Temp Pole	\$72.00 Flat Fee
Electrical Service Change Out	\$72.00 Up to 400 AMPS/ \$50.00 per Each Additional 200AMPS
Plumbing	\$72.00 Flat Fee
Mechanical	\$72.00 Flat Fee / \$25.00 Each Additional Unit/System

ANCILLARY FEES

Re-inspection	\$50.00
Non-compliance	\$500.00
Replacement Permit Cards	\$10.00
Contractor Change	\$75.00
Permit Renewal/Extension	\$72.00
Mothballing	\$150.00

COMMERCIAL and MULTI-FAMILY BUILDING PERMITS

NEW BUILDING / CONSTRUCTION PERMIT

Building	2018 ICC Table (See Page 4)
Electrical Commercial	\$100.00 Up to 400 AMPS/ \$50.00 Per Each Additional 200 AMPS
Electrical Temporary Pole	\$100.00 Flat Fee
Mechanical Commercial	\$125.00 Flat Fee/ \$25. Each Additional Unit/System
Commercial Plumbing	\$125.00 Flat Fee

ADDITION / ALTERATION / GENERAL REPAIR / ROOFING / RETAINING WALL PERMIT FEES

Construction Cost	Permit Fee
Up to \$15,000.00	\$100.00
\$15,001.00 to \$25,000.00	\$155.00
\$25,001 to \$50,000.00	\$310.00
\$50,001 to \$75,000.00	\$465.00
Over \$75,001	See 2018 ICC table

SUBCONTRACTOR PERMITS

Electrical Commercial	\$100.00 Up to 400 AMPS/ \$50.00 Per Each Additional 200 AMPS
Mechanical Commercial	\$125.00 Flat Fee/ \$25. Each Additional Unit/System
Electrical Temporary Pole	\$100.00 Flat Fee
Commercial Plumbing	\$125.00 Flat Fee

CELL TOWER

Building	\$4,500.00
Electric	\$150.00 Up to 400 AMPS / \$50.00 per each Additional 200 AMPS

COMMERCIAL POOL

Pool	\$850.00 Flat Fee
Electrical	\$150.00 Up to 400 AMPS / \$50.00 per each Additional 200 AMPS
Plumbing	\$150.00 Flat Fee
Mechanical	\$150.00 Flat Fee

COMMERCIAL SOLAR / GENERATOR

Solar	\$240.00 or \$0.95 per Module, Whichever Is Greater
Electrical	\$150.00 Up to 400 AMPS / \$50.00 per each Additional 200 AMPS

COMMERCIAL- STAND ALONE TRADES

Electrical Temporary Pole	\$100.00 Flat Fee
Electrical Commercial	\$100.00 Up to 400 AMPS/ \$50.00 Per Each Additional 200 AMPS
Mechanical Commercial	\$125.00 Flat Fee/ \$25. Each Additional Unit/System
Commercial Plumbing	\$125.00 Flat Fee
Irrigation	\$150.00 Flat Fee

BUILDING PLAN REVIEW

New Construction/Addition	\$90.00 per 1,000 Sq. Ft.
Incidental Alteration Plan Review	\$100.00 Flat Fee
Minor Alteration Plan Review	\$150.00 Flat Fee
Major Alteration and Upfit Plan Review	\$350.00 Flat Fee

Retaining Wall Plan Review	\$100.00 Flat Fee
Solar Plan Review	\$250.00 Flat Fee
Expedited Plan Review Fee	\$1,000.00 plus Permit Fees
Electronic Vehicle Charging Station	\$100.00 (If LDP is not Required)

OTHER COMMERCIAL FEES	
Commercial Re-inspection Fee	\$50.00
Plan Revision Fee	\$120.00 3rd Submission and per Subsequent Submissions
Non-Compliance Fee	\$500.00 or Double the Permit Fee Whichever Is Greater
Temporary Certificate of Occupancy	\$500.00 (Subject to Approval/Not to Exceed 30-days/ Non-Refundable)
Certificate of Occupancy	\$100.00
Letter of Completion	\$100.00
Contractor Change	\$100.00 (Affidavit Required)
Change of Use With No Construction	\$50.00 Flat Fee
Demolition Commercial	\$175.00 Flat Fee
Electrical Temporary Pole	\$100.00 Flat Fee
Moving Commercial Building	\$150.00 Flat Fee
Permit Renewal/Extension	\$75.00 Flat Fee
Mothballing	\$200.00 Flat Fee

FEE WILL BE CALCULATED AS FOLLOWS: (CALCULATED SQUARE FOOTAGE OF THE BUILDING) x (DETERMINED CONSTRUCTION COST IN THE 2018 IBC SQUARE FOOT CONSTRUCTION COSTS TABLE BELOW) x (.0062)

Square Foot Construction Costs ^{a, b, c}									
Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	239.41	231.54	226.03	216.67	203.74	197.86	209.82	186.11	179.13
A-1 Assembly, theaters, without stage	219.07	211.20	205.68	196.33	183.65	177.76	189.48	166.01	159.03
A-2 Assembly, nightclubs	188.23	182.77	178.14	170.93	161.13	156.68	164.92	145.88	140.94
A-2 Assembly, restaurants, bars, banquet halls	187.23	181.77	176.14	169.93	159.13	155.68	163.92	143.88	139.94
A-3 Assembly, churches	220.05	212.18	206.66	197.31	185.99	180.11	190.46	168.36	161.38
A-3 Assembly, general, community halls, libraries, museums	185.05	177.18	170.67	162.31	148.58	143.75	155.46	131.00	125.02
A-4 Assembly, arenas	218.07	210.20	203.68	195.33	181.65	176.76	188.48	164.01	158.03
B Business	192.02	185.04	179.3	170.56	155.93	150.11	164.01	137.00	131.05
E Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	114.08	108.82	102.59	98.59	88.51	84.45	94.44	74.21	69.43
F-1 Factory and industrial, low hazard	113.08	107.82	102.59	97.59	88.51	83.45	93.44	74.21	68.43
H-1 High Hazard, explosives	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	N.P.
H234 High Hazard	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	62.30
H-5 HPM	192.02	185.04	179.39	170.56	155.93	150.11	164.01	137.00	131.05
I-1 Institutional, supervised environment	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
I-2 Institutional, hospitals	321.25	314.27	308.52	299.78	284.17	N.P.	293.24	265.24	N.P.
I-2 Institutional, nursing homes	222.99	216.01	210.27	201.52	187.89	N.P.	197.98	168.96	N.P.
I-3 Institutional, restrained	218.28	211.30	205.55	196.81	183.43	176.62	190.27	164.5	156.55
I-4 Institutional, day care facilities	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
M Mercantile	140.27	134.81	129.18	122.96	112.68	109.23	116.95	97.44	93.50
R-1 Residential, hotels	193.08	186.60	181.24	173.68	159.89	155.58	173.77	143.39	138.97
R-2 Residential, multiple family	161.95	155.46	150.10	142.54	129.52	125.22	142.64	113.02	108.61
R-3 Residential, one- and two-family ^d	151.10	146.99	143.20	139.61	134.50	130.95	137.27	125.85	118.45
R-4 Residential, care/assisted living facilities	191.30	184.81	179.46	171.9	158.36	154.06	171.99	141.86	137.45
S-1 Storage, moderate hazard	105.73	100.48	94.25	90.25	80.38	76.32	86.10	66.08	61.30
S-1 Storage, low hazard	104.73	99.48	94.25	89.25	80.38	75.32	85.10	66.08	60.30
U Utility, miscellaneous	83.66	79.00	74.06	70.37	63.47	59.32	67.24	50.19	47.80

a. Private Garages use Utility, miscellaneous

b. For shell only buildings deduct 20 percent

c. N.P. = not permitted

d. Unfinished basements (Group R-3) - \$21.00 per sq. ft.

House Bill 461 (AS PASSED HOUSE AND SENATE)

By: Representatives Thomas of the 21st, Momtahan of the 17th, Washburn of the 144th, Smith of the 138th, and Crowe of the 118th

A BILL TO BE ENTITLED
AN ACT

1 To amend Article 1 of Chapter 13 of Title 48 of the Official Code of Georgia Annotated,
2 relating to general provisions regarding specific, business, and occupation taxes, so as to
3 require that the proceeds of local government regulatory fees be used to pay for regulatory
4 activity and not general operations; to revise the lists of professions which may and may not
5 be subject to such regulatory fees; to remove and revise certain provisions authorizing
6 calculation of regulatory fees for renovation and other construction projects; to provide for
7 a definition; to provide for related matters; to provide for an effective date; to repeal
8 conflicting laws; and for other purposes.

9 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

10 **SECTION 1.**

11 Article 1 of Chapter 13 of Title 48 of the Official Code of Georgia Annotated, relating to
12 general provisions regarding specific, business, and occupation taxes, is amended in Code
13 Section 48-13-9, relating to limitation on authority of local government to impose regulatory
14 fee, examples of those which may be subject to fees, individuals and entities not subject to
15 fees, and general laws not repealed, by revising subsections (a), (b), (c), and (e) as follows:

H. B. 461

- 1 -

"(a) A local government is authorized to require a business or practitioner of a profession or occupation to pay a regulatory fee only if the local government customarily performs investigation or inspection of such businesses or practitioners of such profession or occupation as protection of the public health, safety, or welfare or in the course of enforcing a state or local building, health, or safety code, but no local government is authorized to use regulatory fees as a means of raising revenue for general purposes; provided that the amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the local government and the proceeds of such regulatory fee shall be used to fund such regulatory activity and not the general operations of the local government, and further provided that the local government shall not be required to establish separate accounts for such proceeds.

(b) Examples of businesses or practitioners of professions or occupations which may be subject to regulatory fees of local governments include, but are expressly not limited to, the following:

- (1) Building and construction contractors, subcontractors, and workers;
- (2) Carnivals;
- (3) Taxicab and limousine operators;
- (4) Tattoo artists;
- (5) Stables;
- (6) ~~Shooting galleries and firearm ranges~~ Reserved;
- (7) Scrap metal processors;
- (8) Pawnbrokers;
- (9) Food service establishments;
- (10) Dealers in precious metals;
- (11) ~~Firearms dealers~~ Reserved;
- (12) Peddlers;
- (13) Parking lots;

- 43 (14) Nursing homes, assisted living communities, and personal care homes;
- 44 (15) Newspaper vending boxes;
- 45 (16) Modeling agencies;
- 46 (17) Massage parlors;
- 47 (18) Landfills;
- 48 (19) Auto and motorcycle racing;
- 49 (20) Boarding houses;
- 50 (21) Businesses which provide appearance bonds;
- 51 (22) Boxing and wrestling promoters;
- 52 (23) Hotels and motels;
- 53 (24) Hypnotists;
- 54 (25) Handwriting analysts;
- 55 (26) Health clubs, gyms, and spas;
- 56 (27) Fortunetellers;
- 57 (28) Garbage collectors;
- 58 (29) Escort services;
- 59 (30) Burglar and fire alarm installers; and
- 60 (31) Locksmiths.
- 61 (c) Examples of businesses and practitioners of professions and occupations which local
- 62 governments are not authorized to subject to regulatory fees include, but are expressly not
- 63 limited to, the following:
- 64 (1) Lawyers;
- 65 (2) Physicians licensed under Chapter 34 of Title 43;
- 66 (3) Osteopaths licensed under Chapter 34 of Title 43;
- 67 (4) Chiropractors;
- 68 (5) Podiatrists;
- 69 (6) Dentists;

- (7) Optometrists;
- (8) Psychologists;
- (9) Veterinarians;
- (10) Landscape architects;
- (11) Land surveyors;
- (12) Practitioners of physiotherapy;
- (13) Public accountants;
- (13.1) Registered investment advisors;
- (14) Embalmers;
- (15) Funeral directors;
- (16) Civil, mechanical, hydraulic, or electrical engineers;
- (17) Architects;
- (18) Marriage and family therapists, social workers, and professional counselors;
- (19) Dealers of motor vehicles, as defined in paragraph (1) of Code Section 10-1-622;
- (20) Owners or operators of bona fide coin operated amusement machines, as defined in Code Section 50-27-70, and owners or operators of businesses where bona fide coin operated amusement machines are available for commercial use and play by the public, provided that such amusement machines have affixed current stickers showing payment of annual permit fees, in accordance with Code Section 50-27-78;
- (21) Merchants or dealers as defined in Code Section 48-5-354 as to their deliveries to businesses and practitioners of professions and occupations in areas zoned for commercial use; ~~and~~
- (22) Shooting galleries and firearm ranges;
- (23) Firearms dealers; and
- (24) Any other business, profession, or occupation for which state licensure or registration is required by state law, unless the state law regulating such business, profession, or occupation specifically allows for regulation by local governments."

"(e) For each business, profession, or occupation, local governments are authorized to determine the amount of a regulatory fee imposed in accordance with this article only by one of the following methods:

(1) A flat fee for each business or practitioner of a profession or occupation doing business in the jurisdiction as authorized by Code Section 48-13-8;

(2) A flat fee for each type of permit or inspection requested;

(3) An hourly rate determined by the hourly wage or salary, including employee benefits, of the person or persons assigned to investigate or inspect multiplied by the number of hours estimated for the investigation or inspection to be performed;

(4) An hourly rate as determined by paragraph (3) of this subsection with the addition of other expenses reasonably related to such regulatory activity, such as administrative and travel expenses, multiplied by the number of hours estimated for the investigation or inspection to be performed; or

(5) For construction projects that are classified as new construction or for extensive renovation projects, the number of square feet of construction or the number of square feet of construction to be served by the system to be installed, in conjunction with ~~and limited by the building valuation data, as established from time to time by the~~ International Code Council or by similar data, and in conjunction with and limited by the hourly rate described in paragraph (3) or (4) of this subsection. As used in this paragraph, the term 'extensive renovation project' means a project valued at \$75,000.00 or more to renovate an existing structure. ~~or~~

~~(6) For construction projects that are classified as renovation and all other construction projects other than those classified as new construction, the cost of the project in conjunction with and limited by the building valuation data that conforms with the principles and methods established from time to time by the International Code Council or by similar data, and in conjunction with and limited by the hourly rate described in paragraph (3) or (4) of this subsection."~~

124 **SECTION 2.**

125 This Act shall become effective on July 1, 2024.

126 **SECTION 3.**

127 All laws and parts of laws in conflict with this Act are repealed.



Commission Meeting

January 7, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the Commission meeting minutes held December 3, 2024.
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



COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, December 03, 2024
2:00 PM

PRESENT:

Mayor Garnett Johnson
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis'
Commissioner Wayne Guilfoyle
Commissioner Jordan Johnson
Commissioner Bobby Williams

ABSENT:

Commissioner Brandon Garrett
Commissioner Alvin Mason

INVOCATION

Chaplain Henry Holt III, Director of Spiritual Health, Wellstar MCG Health

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

RECOGNITION(S)

- A. Congratulations!** 2024 November Years of Service (YOS) 25–50-year recipients and the **2024 November Employee of the Month, Everett Jennings, Utilities.**

Presentations are made to the November 2024 Years of Service Recipients.

- B. Congratulations!** 2024 Alleluia Community School Girls Volleyball Team winning the 2024 State Championship! **(Requested by Commissioner Francine Scott)**

Presentations are made to the 2024 Alleluia Community School Girls Volleyball Team.

- C. AUGUSTA COMMISSION SALUTES OUTGOING MEMBERS OF THE AUGUSTA COMMISSION - COMMISSIONERS SEAN FRANTOM & BOBBY WILLIAMS.**

Presentations are made to the Outgoing Members of the Augusta Commissioners Sean Frantom and Bobby Williams.

Item 6.

DELEGATION(S)

- D. Mr. Charles E. Black** regarding the importance of Augusta City Transportation.
- E. Ms. Garian Henry** regarding the lack of upkeep from private/ landlords/ rental properties and lack of funding for special needs children.
- F. Ms. Patricia Geter** requesting an ordinance to protect homeowners with properties lined against right-of-way property.
- Presentation made by Ms. Geter**
- G. Mr. Felix M. Olmededo Cruz** regarding Theft by taking (Public Servant) felony misdemeanor \$500.00
- Presentation Cruz presentation was ruled to be out of order.**
- H. Mr. Brian Green-** Is Consolidation working for our future.....
- Presentation was made by Mr. Green.**
- I. Mr. Ben Hasan** regarding concerns relative to the selection of the members and procedures of the Charter Review Committee.
- Mr. Hasan requested that his agenda request be deleted from the Commission meeting agenda.**
- J. Mr. Moses Todd** - discuss operation and capital budget for cemeteries.
- Presentation made by Mr. Todd**

CONSENT AGENDA

(Items 1-27)

PUBLIC SERVICES

1. Motion to **confirm** the purchase of a sculpture from the 2023/2024 Sculpture Trail, and to authorize the Mayor to execute all related documents. **(Approved by Public Services Committee November 26, 2024)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

2. Motion to **approve** and execute the 2024 Congestion Management Process (CMP) Update Full Contract from the Georgia Department of Transportation (GDOT) (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

3. Motion to **approve A.N. 24-62 - New Location: Requesting Retail Package Beer and Wine, Jacqueline Stephenson** Applicant – Family Dollar #26060 located at 1713 Walton Way. District 1, Super District 9 (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

4. Motion to **approve A.N. 24-63 - New Location: Requesting Retail Package Beer and Wine, Jacqueline Stephenson** Applicant – Family Dollar #33105 located at 5109 Mike Padgett Highway. District 1, Super District 9. (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

5. Motion to **approve A.N. 24-64 - New Location: Requesting Retail Package Beer and Wine, Jacqueline Stephenson** Applicant – Family Dollar #23485 located at 2716 Peach Orchard Road. District 2, Super District 9 (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

6. Motion to approve **A.N. 24-65 - New Location:** Requesting **Retail Package Beer and Wine, Jacqueline Stephenson** Applicant – Family Dollar #2442 located at 1801 Central Avenue. District 1, Super District 9 (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

7. Motion to approve **A.N. 24-66 - New Location:** Requesting **Retail Package Beer and Wine, Bobby Burkett** applicant for **Family Dollar #21471** located at 1991 Broad Street. District 1, Super District 9 (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

8. Motion to approve **A.N. 24-67 – Existing Location New Ownership:** Requesting **Retail Package Liquor, Beer and Wine, Virajkumar Patel** applicant for **AYAAN16, LLC/Hillside Package** located at 2372 Barton Chapel Road. District 5, Super District 9 (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

9. Motion to approve **A.N. 24-69 – Existing Location – New Ownership:** Requesting **Retail Package Beer and Wine, Fatima Sandhu** applicant for **Augusta Mart, Inc./Texaco** located at

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 10. Motion to approve A.N. 24-70 – Existing Location, New Ownership: Retail Package Beer and Wine, Deep Patel** applicant, located at 3232 Deans Bridge Road. District 5, Super District 9 (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 11. Motion to approve by Chao Tang for Massage Operator’s License** to be used in connection with **Natural Beauty Bar & Spa** located at 3112 Washington Road, Suite G. District 7, Super District 10. (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 12. Motion to approve** the adoption of the revised building permit fee schedule in order to come into compliance with GA HB 461, fees effective January 1, 2025. (**Approved by Public Services Committee November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 13. Motion to approve** a request by Planning & Development to renew the existing 2024 **Alcohol Licenses for the upcoming year 2025**. These licenses include **Sunday Sales, Dance, Arcades, Wholesale, Alcohol Catering, Cigar Lounges, Incidental, Hybrid, and an Adult Bookstore.**(Approved by Public Services Committee November 26, 2024)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 14. Motion to approve** Zoning ordinance amendment to permit detached accessory dwelling units.(Approved by Public Services Committee November 26, 2024)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 15. Motion to approve** a Memorandum of Understanding with the Development Authority of Augusta, Georgia to provide matching funds in the amount of \$1,000,000.00 for the new hanger project at Augusta Regional Airport. (Approved by Public Services Committee November 26, 2024)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

ADMINISTRATIVE SERVICES

- 16. Motion to approve** Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.(Approved by Administrative Services Committee November 26, 2024)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

17. Motion to **approve** the award of bid #24-219, HQ Branch Library – Floor Replacement in the amount of \$63,990.00 to be performed by Merit Flooring. **(Approved by Administrative Services Committee November 26, 2026)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

18. Motion to **approve** a one-year extension of the Augusta Fleet Maintenance Contract for 2025 at a contract cost of \$3,362,304 and noncontract labor cost of \$33.00 per hour and after hour rate of \$53.00 to Transdev Fleet Services. **(Approved by Administrative Services Committee November 26, 2026)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

19. Motion to **approve** HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2025. **(Approved by Administrative Services Committee November 26, 2026)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

20. Motion to **approve** HCD's contract procedural process relative to authorization of Agreements / Contracts / HUD Forms related to HCD's federally funded programs for calendar year 2025. **(Approved by Administrative Services Committee November 26, 2026)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

21. Motion to **approve** the submission of the FY2024 CoC Application to HUD, and grant the M the authority to execute all forms associated with the application, to include but not limited to: Submission of the Consolidated Community Application, Priority Listing and Exhibit 2 Project Applications, Certifications of Consistency (HUD 2991), Conditional Award Technical Submissions, New and Renewal Grant Agreements and Annual Progress Reports (APR).(**Approved by Administrative Services Committee November 26, 2026**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

22. Motion to approve the 2023 HUD Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the U.S. Department of Housing and Urban Development (HUD).(**Approved by Administrative Services Committee November 26, 2026**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

23. Motion to **approve** of the following annual bid items, as the estimated annual purchases for these items are expected to exceed \$25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. (**Approved by Administrative Services Committee November 26, 2026**)

Utilities: 25-011 Chemicals.

Engineering and Environmental Svcs: 25-099 Thermoplastic Traffic Marking
and 25-047 Traffic Sign Blanks

Sheriff's Office: 25-095 Inmate Toiletries

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

24. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development to continue development in the Sand Hills Area and support the construction of three (3) single family affordable housing units to be sold to low income homebuyers. (**Approved by Administrative Services Committee November 26, 2026**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 25. Motion to approve** Housing and Community Development Department's (HCD's) request to amend an existing Laney Walker Development Corporation ~ Miller Street Agreement to enable development partner (LWDC/WD Communities) reimbursement ahead of two (2) housing sales using an allowable non-federal source due to several interested buyers being over the HUD total household income limit. **(Approved by Administrative Services Committee November 26, 2026)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

FINANCE

- 26. Motion to approve Mr. Patrick Feistel** requesting reimbursement of taxes for Garden City Rescue Mission property., **(Approved by Finance Committee November 221, 2024)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

PETITIONS AND COMMUNICATIONS

- 27. Motion to approve** the request for reappointments from the Richmond County Board of Health.

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

*****END CONSENT AGENDA*****
AUGUSTA COMMISSION

Item 6.

**AUGUSTA COMMISSION
REGULAR AGENDA**

(Items 28-57)

PUBLIC SERVICES

- 28. Update** from the HPC meeting on the items approved by the Augusta Commission to be discussed. (Requested by Commissioner Sean Frantom.

Received as information without objection.

- 29. Motion** to delete the audit of the parks and rec dept. (**Requested by Commissioner Sean Frantom**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 30. Motion** to **approve** the Augusta Regional Airport (AGS) – Approve two-year contract with Nextstar Broadcasting, Inc. (WJBF).

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 31. Motion** to **approve A.N. 24-68 - New Location: Requesting Retail Package Beer and Wine, Gurpreet Walia** applicant for **On Track Fuel** located at 4505 Windsor Spring Rd. District 8, Super District 10.

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

32. Motion to **approve** purchase of a replacement command vehicle for Airport Fire Department. Approved by Augusta Aviation Commission on August 29, 2024.

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

33. Motion to **approve** the acceptance of the Augusta Regional Airport (AGS) – Augusta Regional Taxiway F Reconstruction GDOT FY 2025 Grant.

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

ADMINISTRATIVE SERVICES

34. Motion to **approve \$50,604** in annual salary differentials for Richmond County Marshal Deputies assigned to the Augusta Regional Airport (AGS). Approved by Augusta Aviation Commission on August 29, 2024.

Motion to approve

Motion Made by Scott, Frantom.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

35. Motion to **approve** Proposal for Service, submitted by the University of Georgia Carl Vinson Institute of Government with assistance in conducting an Augusta-Richmond County Charter Review and the Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft. **(Requested by Mayor Garnett Johnson No recommendation from Administrative Services Committee)**

Motion is to approve

Motion made by Guilfoyle, Seconded by McKnight.

Voting Yea Frantom, Guilfoyle, Mayor Johnson, McKnight, Scott

Voting Nay J. Johnson, Lewis, Pulliam Williams

Motion fails 5-4

Substitute motion:

Motion to **approve** allowing Carl Vinson Institute 18 months, **2)** make it a referendum on the ballot for voters **3)** open the appointments to any citizen of Augusta-Richmond County and **4)** allow the Legislative Delegation an appointment.

Motion made by Jordan Johnson, Seconded by Lewis

Voting Yea J. Johnson, Lewis, Pulliam, Scott and Williams.

Voting Nay Frantom, Guilfoyle, Mayor Johnson and McKnight

Motion fails 5-4

- 36. Approve** the award of Residential Waste & Recyclable Collection Service Contract (25-900) to two (2) waste hauling firms, Georgia Waste System LLC (GWS) and Coastal Waste Recycling, Inc. (Coastal), GWS Serving Service Zone 1 and Coastal Serving Service Zones 2 & 3, at service schedule & rates presented in the Financial Impact Section of this agenda item. The contract award is contingent upon receipt of signed contract, insurance, and other relevant documents. The Contract is effective January 1, 2025 ending December 31, 2034 with an option to renew for two additional two-year terms. Also, approve the residential waste mandatory collection service new rate at \$440 per parcel account to cover the cost of waste collection & incidental environmental services effective January 1, 2025. Both unit rates (waste hauler & Augusta mandatory collection) are subject to an automatic three (3) percent yearly escalation effective January 1, 2026. RFP 25-900/AE (**No recommendation from Administrative Services Committee November 26, 2024**)

Motion to approve Scenario 6.

Motion made by Bobby Williams, Seconded by Jordan Johnson

Voting Yea J. Johnson, Williams, Scott, Pulliam, and Scott

Voting Nay Frantom, Guilfoyle, Mayor Johnson and McKnight

Motion fails. 5-4**ENGINEERING SERVICES**

- 37. Motion to approve** and award Construction Contract to E. R. Snell Contractor Inc. in the amount of \$20,907,016.10 for Resurfacing Varies Roads as requested by Augusta Engineering. Award is contingent upon receipt of signed contracts, proper bonds, and contract associated documents. AE/ Bid 24-222 (**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by J. Jordan, Seconded by Scott.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 38. Motion to approve** supplemental funding (SA1) in the amount of \$567,419.00 for construction contract to Reeves Construction for Transportation Investment Act (TIA) Projects, 5th Street & 6th Street Improvements Project. AE/RFP 22-258 – 23ENG047(**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 39. Motion to approve** and award Preliminary Engineering Initial Concept Phase (PE-Phase1A) of the Design Consultant Services Agreement to Kimley-Horn (KH) in the amount of \$578,597.54 for the Highland Ave (Wrightsboro-Gordon Hwy) and \$585,190.51 for the Milledgeville Road (N Leg-Barton Chapel) Safety and Operational Improvements Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-151. (**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 40. Motion to approve** and award Preliminary Engineering Initial Concept Phase (PE-Phase1A) of the Design Consultant Services Agreement to Practical Design Partners, LLC (PDP) in the amount of \$679,987.18 for the Barton Chapel Road (Deans Bridge Rd. to Augusta West Pkwy) Safety and Operational Improvements Project. Award is contingent upon receipt of signed agreement & associated documents. AE/ RFQ 24-153 (**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 41. Motion to approve** and award Preliminary Engineering Initial Concept Phase (PE-Phase 1A) of the Design Consultant Services Agreement to Infrastructure Systems Management, LLC (ISM) in the amount of \$989,751.71 for Doug Bernard Parkway (Gordon Hwy-Hwy56) and \$443,002.39 for the Richmond Hill (Lumpkin-Deans Bridge) Road Safety and Operational Improvements Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-139(**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 42.** Motion to **approve** and award Preliminary Engineering Initial Concept Phase (PE-Phase 1A) of the Design Consultant Services Agreement to CHA Consulting Inc. (CHA) in the amount of \$252,701.06 for the Laney Walker/RA Dent and Wrightsboro Rd/RA Dent Intersections Safety and Operational Improvements Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 24-177(**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 43.** Motion to **approve** and award Preliminary Engineering Initial Concept Phase (PE-Phase 1A) of the Design Consultant Services Agreement to Goodwyn Mills Cawood, LLC (GMC) in the amount of \$753,927.89 for the Tobacco Rd (Deans Bridge-Peach Orchard) and \$470,948.02 for the Wheelless Road (Gordon Hwy-Deans Bridge) Safety and Operational Improvements Projects. Award is contingent upon receipt of signed agreement and associated documents. AE/ RFQ 23-239(**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 44.** Motion to **approve** procuring landfill equipment at “lease-to-own” terms for continuity of Environmental Services Waste Intake Operation and keep Solid Waste Facility in compliance with its regulatory permit Operation & Maintenance requirements. See attached EXHIBIT A “Equipment Needs Plan and EXHIBIT B “Lease to Own” equipment provider respective vendors. Lease term is forty-eight (48) months. Monthly and Annual lease total amount is \$79,114.21 and \$949,370.57, respectively, funded by the Landfill annual Capital Funds. /AE(**Lack committee quorum November 26, 2024**)

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 45. Motion to approve** award of Bid Item #24-244 to Blair Construction, Inc. to construct the Fort Eisenhower West Trunk Sanitary Sewer under Task Order RFQ 23-263 in the amount of \$2,352,050.85. **(Lack committee quorum November 26, 2024)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 46. Motion to approve** and authorize contracting Meco Inc. of Augusta (MECO) through a sole source procurement for Fuel Underground Storage Tanks (USTs) monitoring system upgrade/replacement as warranted by USTs regulatory compliance requirements. Also approve associated funding in the amount of \$99,054.72 to fund MECO services. AE **(Lack committee quorum November 26, 2024)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 47. Motion to approve** the purchase through annual contract of a Wowza Video Server for the next phase of the TIA Intelligent Transportation System Part 2 project. Also approve associated funding in the amount of \$212,428.67 to fund the purchase. /AE (RFQ 24-197C) **(Lack committee quorum November 26, 2024)**
- 48. Motion to approve/award** Utilities Department Janitorial Services Bid 25-201 to American Facilities Services, Inc. for an annual amount of \$50,423.64. **(Lack committee quorum November 26, 2024)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 49. Motion to approve** Demolition of Existing Cover to Facilitate Repair and Additional Support Services.

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 50.** Motion to **approve** Contract Extension for Particle Services for two years at a cost of \$36,120.00 annually.

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0**FINANCE**

- 51.** Motion to **approve** annual Leave Buy Back Program up to the amount of 40 hours to be paid on the December 27, 2024 paycheck.

Motion to approve

Motion Made by Guilfoyle, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Lewis, Guilfoyle, Johnson, Williams

Motion carries 8-0

Commissioner Pulliam out.

- 52.** Motion to **approve** the increase of the Airport's 2024 budget in the amount of \$2,047,397 for the new Taxiway (Apron) G Construction. Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 53.** Motion to **delete** (no show) **Ms. Eunice Engram** request for financial assistance to acquire land to build worship building/church. **(Deferred from the Finance Committee November 26, 2024).**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

PUBLIC SAFETY

- 54.** Motion to **approve** award of RFP 24-917, Comprehensive Disaster Recovery and Cost Recovery Professional Services, to Tetra Tech, pending contract negotiations.

Motion to approve

Motion made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 55.** Motion to **approve** the Agreement with Georgia Emergency Management & Homeland Security Agency and approve acceptance of the grant award in the amount of \$9,000 and authorized the Mayor to execute all required documents. **(Lack committee quorum November 26, 2024)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

- 56.** Motion to **approve** the amendment of the Inmate Food Services Contract with Aramark Correctional Services, LLC. **(Lack committee quorum November 26, 2024)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

ADDENDUM AGENDA

ADDITION(S) TO THE AGENDA:

ENGINEERING SERVICES:

- 1.** Motion to **approve** Services of Border States to do the cleaning and testing of medium voltage switch gear at the Max Hicks Water Treatment Plant. **Requested by the Administrator Allen.**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Item 6.

Motion carries 9-0

2. Motion to approve supplement funding (supplement 2) in the amount not to exceed \$15,000,000.00 for emergency procured Hurricane Hele Debris Removal services with Ceres Environmental Services, Inc. Also approve use of General Fund-fund balance to fund these series. **(Requested by the Administrator)**

Motion to approve

Motion Made by Frantom, Seconded by Scott

3. Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

4. Approve contract extension for Particle Services for two years at a cost of \$36, 120.00 annually. **(Requested by the Administrator)**

No action taken due to duplication of item no. 50

5. Motion to **approve** supplement funding (supplement 2) in the amount not to exceed \$1,000,000.00 for emergency procured Hurricane Helene Debris Removal Monitoring Services with Goodwyn, Mills & Cawood, Inc. (GMC). Also approve use of General **Fund – fund balance to fund services. (Requested by the Administrator).**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

PUBLIC SERVICES:

6. Motion to **approve** Demolition of Existing Cove to Facilitate Repair and additional support Services. **(Requested by the Administrator)**

Motion to approve

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

7. Motion to **approve** the Georgia Power Electric Transportation Program Customer Service. **(Requested by the Administrator)**

Motion to approve

Motion Made by Lewis, Seconded by Frantom.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0

PENSION COMMITTEE:

8. **Motion to adopt the restated Adoption Agreement, General Addendum and Service Credit Purchase Addendum.** GMEBS has recently received a favorable determination letter from the IRS for the Defined Benefit Retirement Plan II. **(Timothy Schroer, Interim Finance Director, Zenna McClain-Haymon, Senior Staff Attorney)**

Motion to **approve** and waive second reading.

Motion Made by Frantom, Seconded by McKnight.

Voting Yea Mayor Johnson, Frantom, Scott, McKnight, Pulliam, Lewis, Guilfoyle, Johnson, Williams

Motion carries 9-0



Augusta Commission Meeting

Meeting Date: January 7, 2025

Super Bowl Sunday 2025

Department:	Planning & Development
Presenter:	Cecilia Woodruff, Planning Services Branch Manager
Caption:	Motion to approve Resolution designating Sunday February 9, 2025 , as the Sunday designated for Bars to be open for Super Bowl Sunday.
Background:	Section 6-2-77(3a) of the City of Augusta's Alcohol Ordinance provides that by resolution the Augusta Commission can designate one Sunday each calendar year that Bars can be open.
Analysis:	The following dates have been approved in the past: Super Bowl Sunday February 7, 2021, Super Bowl Sunday February 13, 2022, Super Bowl Sunday February 12, 2023, and Super Bowl Sunday February 11, 2024. There are no recognized holidays falling on Sunday in 2025. The proposed date to select for calendar year 2025 is Super Bowl Sunday February 9, 2025 .
Financial Impact:	Bars choosing to be open will pay between \$100.00 - \$325.00 for the One Day Sunday License
Alternatives:	Do not approve
Recommendation:	Approve
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

RESOLUTION

RESOLUTION AUTHORIZING BARS TO BE OPEN ON ONE SUNDAY IN THE CALENDAR YEAR OF 2025

WHEREAS, the Augusta, Georgia Commission (the Commission) has determined that in accordance with the Official Code of Georgia Annotated Section 3-3-37, bars will be authorized to sell alcoholic beverages for consumption on the premises on one designated Sunday in the calendar year; and

WHEREAS, The Commission approved City of Augusta's Alcohol Ordinance allows for Sunday Sale Single Event for bars upon resolution by the Commission designating the date; provides the hours of sale for alcohol beverages; provides the hour that premises are to be vacated; and provides the associated fee; and

WHEREAS, it is necessary and appropriate for a resolution to be adopted by the Augusta Commission designating the calendar date for the year 2025 that bars can be open:

NOW THEREFORE, BE IT RESLOVED BY THE AUGUSTA, GEORGIA COMMISSION.

Section 1: The Commission designates February 9, 2025, as the Sunday for the calendar year 2025 that bars can apply for a Sunday Single Sales Event license.

Duly adopted by the Augusta Commission this ____ day of _____, 2025

ATTEST:

Lena J. Bonner, Clerk of Commission

Seal:

CERTIFICATION

The Undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Resolution was duly adopted by the Augusta Commission on _____, 2025 and that such Resolution has not been modified or rescinded as of the date hereof and that undersigned further certifies that attached hereto is a true copy of the Resolution which was approved and adopted in the forgoing meeting(s).

Lena J. Bonner, Clerk of Commission



Public.Service.Committee.Meeting

Meeting Date: 1/7/2025

Airport Consolidated Rental Car Service Facility (QTA)- Final/Balancing Change Order #3

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve the Final / Balancing Change Order #03 to R.W. Allen Construction's contract resulting in a <u>credit</u> to the project in the amount of <u>(\$71,625.00)</u> .
Background:	<p>The purpose of this project is to construct a consolidated rental car service facility for use in maintaining rental fleets owned and operated by airport rental car tenants.</p> <p>RW Allen, LLC. is currently contracted to construct the Consolidated Rental Car Service Facility (QTA) project, located across Doug Barnard Parkway from the main Airport campus. This project was substantially complete in January 2024 and began occupancy and use by airport tenants in March 2024.</p> <p>This change order provides a credit for the final balancing of the contract amount, due to delay in completion of the project. These items have been reviewed and found to be reasonable.</p> <p>The original construction contract amount for this project was \$9,290,396.00. Change Order 01 was previously executed in the amount of \$19,963.10, bringing the total contract amount to \$9,310,359.10. Change Order 02 was previously executed in the amount of \$48,000.00, bringing the total contract amount to \$9,358,359.10. This Change Order 03 is a <u>credit</u> to the project in the amount of <u>(\$71,625.00)</u>, and as presented would reduce the total construction contract amount to <u>\$9,286,734.10</u>.</p>
Analysis:	R.W. Allen has completed the entirety of the scope of work relating to this change order and overall contract. The request for this change order addresses compensation for delay in construction completion.

Financial Impact:

This change order will result in a net **decrease** of **0.77%**. With this change order, total change orders to date are a **decrease** of **0.039%** of the project cost.

Item 8.

Funding for this project is through collection of the Customer Facility Charge (CFC) on rental car transactions.

Alternatives:

N/A

Recommendation:

Approve **Final / Balancing Change Order #03** to R.W. Allen Construction's contract resulting in a **credit** to the project in the amount of **(\$71,625.00)**.

Funds are available in the following accounts:

551081306-5413130 in 2025

REVIEWED AND APPROVED BY:

N/A



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Augusta Aviation Commission Meeting

December 12, 2024

10:00 a.m.

**Orwen Commission Chambers
2nd Floor - Terminal Building**

Committee Members: Chairman - Dan Troutman; Vice-Chairwoman Ronic West;
Commissioner Michael Cioffi; Commissioner Larry Harris;
Commissioner Charles Larke; Commissioner Randy Sasser;
Commissioner Davis Beman; Commissioner Marshall McKnight;
Commissioner William Fennoy; Commissioner James Germany;

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Mr. Ken Hinkle; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson;
Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell;
LT. Matt Tindell; Ms. Catherine Highsmith; Mr. Greg Larsen

Others: Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt;
Ms. Zena McClain- Staff Attorney-Augusta Law Department;
Ms. Nancy Williams- Augusta Procurement; Ms. Dana Lynn McIntyre –
Augusta Business Daily

CALL TO ORDER & PRAYER – Chairman Don Troutman called the meeting to order at 10:00 am
Prayer by Commissioner Cioffi

I. AGENDA, MINUTES, STATISTICS, & CONSENT- Chairman Don Troutman

- A. December 12, 2024 Meeting Agenda
- B. October 31, 2024 Commission Meeting Minutes
*Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve the
December 12, 2024, Augusta Aviation Committee meeting agenda & the October
31, 2024, Commission Meeting Minutes*

No Discussion; Unanimous Ayes; Motin carries

C. October 2024 Statistics

II. EMPLOYEE RECOGNITION – Catherine Highsmith

William Kovalchuck, ARFF-ARFF Driver Operator/Sgt- 5 Years of Service

III. FINANCE REPORT – Risa Bingham

October 2024 Financial

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve the October 2024 Financial

No Discussion; Unanimous Ayes; Motin carries

IV. EXECUTIVE SESSION - Chairman Don Troutman

Motion by Commissioner Fennoy 2nd by Commissioner Larke to enter Executive Session @ 10:05 am; No Discussion; Unanimous Ayes; Motin carries

To Discuss Personnel

Motion by Commission Larke 2nd by Commission Fennoy that the recommended 2% annual pay increase to Mr. Judon be approved and to reimburse his legal fees in the amount of \$2,975.00

To Discuss Real Estate of NetJets Services

Item 1 – to add meets and bounds survey of the area under the lease of property boundaries to the lease at no cost to AGS

Item 2 – To add the opportunity to pay the lease in an annual payment as oppose to the current setup of monthly at their discretion

Item 3 – To allow a 10 day grace period on the 180 days notification period for amendments

Item 4 – Improvements made belong to them until the expiration or termination of lease

Item 5 – At expiration or termination of lease, structures can remain but all hazardous materials to be removed by them at their expense

Item 6 – Have opportunity to extend access to Doud Barnard Parkway at their expense and in coordination with our security requirements. AGS will retain the rights to easement

Item 7 – That all notices go to the new lessor

Item 8 – That the eminent domain language in the contract be clarified to explain the federal government authority and not the county can execute eminent domain

Item 9 – To have no broker included or in connection with this contract

Item 10 – To have lease signed by Augusta Georgia

Item 11 – For AGS to create an easement for their property being put on

Motion by Commissioner Fennoy 2nd by Commissioner Sasser to amend the previous motion to add Items 1-11 and previous motion as is

Motion by Commissioner Larke 2nd by Commissioner Fennoy to close meeting affidavit to justify or close Executive Session @ 12:42 pm
No Discussion; Unanimous Ayes; Motion carries

V. DIRECTOR ACTION REQUESTS:

- A. Augusta Regional Airport (AGS)- Terminal Checkpoint Modernization Recommendation of Award – Elizabeth Giles

Motion by Commissioner Fennoy 2nd by Commissioner Larke to accept & approve Terminal Checkpoint Modernization Recommendation of Award in the amount of \$5,706,278.00.
Commission McKnight recused from voting; Unanimous Ayes; Motion carries

- B. Augusta Regional Airport (AGS)- Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03- Elizabeth Giles

Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve (AGS) Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03 resulting in a credit to the project in the amount of (\$71,625.00)
Discussion; Unanimous Ayes; Motion carries

VI. INFORMATION ITEMS

- A. Updates- Lauren Smith
 AGS Shuttle Service going great; Legislative convocations continue concerning TSA Expansion Project; Mr. Judon attended G-DOT meeting in Atlanta

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Cioffi
No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 12:55 am

Dan Troutman, Chairman
Augusta Aviation Commission



CHANGE ORDER

OWNER - Augusta Aviation Commission
Augusta Regional Airport at Bush Field
1501 Aviation Way
Augusta, GA 30906-9600
Ph: 706-796*4010

ARCHITECT / ENGINEER – Mead & Hunt, Inc.

878 S. Lake Drive, Lexington, SC 29072

Ph. (803) 996-2900

PROJECT: Consolidated Rental Car Quick Turn-Around Maintenance Service Facility (QTA)
Project No.: 0119700-131587.04

**CHANGE
ORDER NO.:**
Date:
Cc:

**03
11/25/24**

CONTRACTOR: RW Allen Construction, LLC
1015 Broad Street
Augusta, Georgia 30901
Ph: 706-733-2800 Fax: 706-733-3879

DESCRIPTION of CHANGE:

CE No.	Description	Amount
CE 213	Final Balancing Contract Amount	(\$71,625.00)
TOTAL		(\$71,625.00)

Remainder of page left blank

ADJUSTMENT of CONTRACT SUM

Original Contract Sum: \$ 9,290,396.00
 Prior Adjustments: \$ 67,963.10
 Contract Sum Prior to this Change: \$ 9,358,359.10
 Adjustment for this Change: \$ (71,625.00)
 Revised Contract Sum: \$ 9,286,734.10

ADJUSTMENT of CONTRACT TIME

Original Contract Time: 365 (days)
 Prior Adjustments: 60 (days)
 Contract Time Prior to this Change: 425 (days)
 Adjustment for this Change: (days)
 Revised Contract Time: 425 (days)

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above-described change in the work.

ARCHITECT

Recommended by:



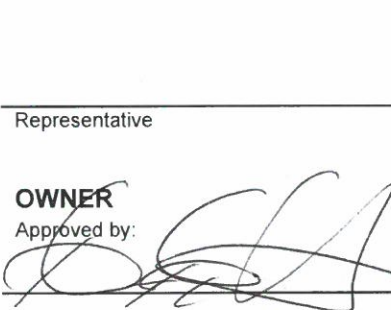
11/25/24

Architect

Date

OWNER'S REPRESENTATIVE

Recommended by:



Representative

Date

CONTRACTOR

Accepted by:



12/05/2024

Date

OWNER

Approved by:



Date



CHANGE ORDER

OWNER - Augusta Aviation Commission
Augusta Regional Airport at Bush Field
1501 Aviation Way
Augusta, GA 30906-9600
Ph: 706-796*4010

ARCHITECT / ENGINEER – Mead & Hunt, Inc.
878 S. Lake Drive, Lexington, SC 29072
Ph. (803) 996-2900

PROJECT: Consolidated Rental Car Quick Turn-
Around Maintenance Service Facility (QTA)
Project No.: 0119700-131587.04

CHANGE
ORDER NO.: 03
Date: 11/25/24
Cc:

CONTRACTOR: RW Allen Construction, LLC
1015 Broad Street
Augusta, Georgia 30901
Ph: 706-733-2800 Fax: 706-733-3879

DESCRIPTION of CHANGE:

CE No.	Description	Amount
CE 213	Final Balancing Contract Amount	(\$71,625.00)
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Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above-described change in the work.

ARCHITECT

Recommended by:



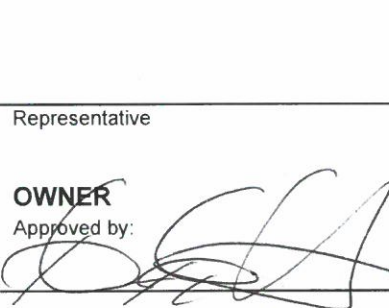
11/25/24

Architect

Date

OWNER'S REPRESENTATIVE

Recommended by:



Representative

Date

CONTRACTOR

Accepted by:



12/05/2024

Date

OWNER

Approved by:



12/12/24

Date



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: September 24, 2024

Airport Fire Department Command Vehicle Replacement

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve purchase of a replacement command vehicle for Airport Fire Department. Approved by Augusta Aviation Commission on August 29, 2024.
Background:	<p>The 2015 Ford Expedition (162K+ miles) utilized as an emergency response vehicle for the Augusta Regional Airport Fire Department needs to be replaced. The vehicle has surpassed the 125K miles replacement policy of Richmond County Fleet Management and qualifies for replacement under the “Replacement Evaluation Matrix”.</p> <p>The replacement vehicle recommended is a ¾ ton pick-up with off road capabilities to meet the needs of response to aircraft incidents both on and off improved roads. The bed of the truck with a cover allows for the safe storage and transportation of PPE outside of the cab, or personnel compartment of the vehicle.</p>
Analysis:	<p>This vehicle was evaluated utilizing the County’s vehicle evaluation matrix. It scored a value of 25 which deemed it qualifies for replacement. The Airport request to utilize Georgia State Contract (SWC #99999-SPD-ES40199373-002) awarded to Allan Vigil Ford-Lincoln Government Sales for a 2024 Ford F250 for \$69,657.00</p>
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approval of purchase of replacement of command vehicle for Airport Fire Department.
Funds are available in the following accounts:	This vehicle annual lease payment amount has been budgeted into the Augusta Regional Airport’s FY24 and FY25 budget 551081107-6111631

**REVIEWED AND
APPROVED BY:**

N/A



Phone: (706) 798 3236 Fax: (706) 798 1551

1501 Aviation Way
Augusta, Georgia • 30906

MEMORANDUM

Date: October 23, 2024
To: Darrell White, Interim- Director, Procurement
From: Herbert Judon, Airport Executive Director
RE: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002 – 2024 Ford F250

A handwritten signature in blue ink that reads 'D White' with the date '10/23/24' written below it.

Augusta Regional Airport requests to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford F250) for the Augusta Regional Airport's Aircraft Rescue and Fire Fighting Department.

The 2015 Ford Expedition (162K+ miles) utilized as an emergency response vehicle for the Augusta Regional Airport Fire Department needs to be replaced. The vehicle has surpassed the 125K miles replacement policy of Richmond County Fleet Management and qualifies for replacement under the "Replacement Evaluation Matrix". The replacement vehicle recommended is a ¾ ton pick-up with off road capabilities to meet the needs of response to aircraft incidents both on and off improved roads. The bed of the truck with a cover allows for the safe storage and transportation of PPE outside of the cab, or personnel compartment of the vehicle.

Please approve the request to utilize the state contract in total amount of \$69,657.00 to Allan Vigil Ford. Thank you for your assistance.

A handwritten signature in black ink that reads 'Herbert L. Judon Jr.'.

**CONTRACT AMENDMENT # 15**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Allan Vigil Ford Lincoln Mercury, Inc.
Contract No.:	99999-SPD-ES40199373-002
Solicitation Title/Event Name:	Vehicles, Administrative (Regular and Alternatively Fueled)
Contract Award Date:	11/16/2013
Current Contract Term:	12/1/2023-11/30/2024

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and the parties desire to amend the Statewide contract to establish the pricing/pricing schedule for the vehicles awarded under this Statewide contract.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **PRICING:** The pricing for the vehicles offered under this statewide contract is hereby amended to reflect the pricing schedule shown on Attachment A.
2. **EFFECTIVE DATE:** April 1, 2024
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

CONTRACT NUMBER: 99999-SPD-ES40199373-062

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	ALLAN VIGIL FORD LINCOLN INC
Authorized Signature:	
Printed Name and Title of Person Signing:	Peter McCannedy, Commercial Sales Manager
Date:	3/22/24
Company Address:	6790 MT ZION BLVD, MORROW, GA. 30260

STATE ENTITY

Authorized Signature:	Jim Barnaby
Printed Name and Title of Person Signing:	Jim Barnaby Deputy Commissioner State Purchasing Division
Date:	3/27/2024
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010



Supplier Information Sheet

Statewide Contract Number	99999-SPD-ES40199373	NIGP Code	See NIGP Tab
Name of Contract	Administrative Vehicles		
Effective Date	11-15-2013	Expires	11/30/2024
Contract Table of Contents			
Active Suppliers	5	Contract Information:	Mandatory Contract
Contract Information for Supplier			
Allan Vigil Ford Lincoln, Inc.			2
Additional Contract Information			
Contract Renewals, Extensions, Amendments			3
NIGP Codes			3
Pricing / Ordering Instructions			4
Vehicle Specifications			5-7
Special Contract Terms and Conditions			8
DOAS Contact Information			9

Contact Information

Statewide Contract Number	99999-SPD-ES40199373-002		
PeopleSoft Vendor Number	0000011950	Location Code	000001
Vendor Name & Address			
Allan Vigil Ford Lincoln, Inc. Fleet & Government Sales 6790 Mt. Zion Blvd. Morrow, Georgia 30260 TIN: 58-1606549-001			
Contract Administrator			
Mike Brown mike.brown@vigilford.com Telephone: 678-364-3986 Fax: 678-364-3920			
Contract Details			
Ordering Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Mike Brown		
Remitting Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Mike Brown		
Delivery Days	Supplier is responsible for communicating with authorized user about production window, delivery to dealer lot from manufacturer, and delivery dates to customer.		
Price Structure	Firm, Fixed Line-Item Pricing		
Payment Terms	Net 30		
Acceptable payment method	Vendor does not accept P-card. Payment must be made through ACH/check.		

Contract Renewals/ Extensions/ Amendments:

Amendment #1	Pricing
Amendment #2	Contract amended to allow suppliers to sell any option in their inventory at dealer invoice cost or below, plus 1%
Renewal #1:	12/01/2014 - 11/30/2015
Renewal #2	12/01/2015 - 11/30/2016
Renewal #3:	12/01/2016 - 11/30/2017
Extension #1:	12/01/2017 - 11/30/2018
Extension #2:	12/01/2018 - 11/30/2019
Extension #3:	12/01/2019 - 11/30/2020
Extension #4:	12/01/2020 - 11/30/2021
Extension #5:	12/01/2021 - 11/30/2022
Amendment #10:	Modified Vehicle Ordering Process
Extension #6:	12/01/2022 - 11/30/2023
Amendment #12	Pricing
Extension #7	12/01/2023 - 11/30/2024
Amendment #13	Pricing
Amendment #14	Pricing
Amendment #15	Pricing

NIGP Codes	
07104	Sedans
07201	Class 1 Trucks (6,000 lb. GVWR or less. (F-150 F-250)
07202	Class II Trucks (6,001-10,000 lb. GVWR (F-350)
07180	SUV's, Crossover SUV's
07190	Vans, Cargo
07192	Vans, Passenger (Regular and Handicapped Equipped)

Pricing

The Vehicle Availability Matrix contains the current base pricing for the statewide fleet contracts. Please make sure that you are on the tab specifically for the vehicle(s) that you are looking to purchase.

You can find the most up to date version of the Vehicle Availability Matrix on the DOAS website at this link (<https://doas.ga.gov/state-purchasing/statewide-contracts>). Just scroll down to the section that looks like this image below and it is hyperlinked at the end of the paragraph.

Report of Vehicle Availability Under Statewide Contracts

Attached is a comprehensive overview of our Statewide Contracts for Administrative Vehicles, Police Pursuit Vehicles, and Truck Chassis and Truck Bodies with pricing as well as the Anticipated 2024 Order Entry Availability Date (Begin) and the Anticipated 2024 Order Window Close Dates. For any questions regarding Administrative Vehicles, Police Pursuit Vehicles, Georgia School Buses, Truck Chassis and Truck Bodies, or the AMIGI contracts, please contact Emily Harris at emily.harris@doas.ga.gov.

[Vehicle Availability Report Under the Statewide Contract.](#)

Ordering Instructions

1. Review current order window and base pricing according to the Vehicle Availability Matrix.
2. Reach out to the supplier for a quote.
 - a. The quote should contain all options listed that the authorized user is requesting.
 - b. **Note:** If the base price listed on the quote does not reflect the price listed on the Vehicle Availability Matrix, **PLEASE** reach out to the contract manager to resolve this.
3. Any state of Georgia Executive branch agency must submit purchase order for prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM.
 - a. OFM Contact: Bobby Arrington, bobby.arrington@doas.ga.gov
4. Authorized user submits a purchase order to the dealership for the vehicle.
5. Supplier submits order to the manufacturer and provides confirmation to the authorized user that the order has been placed.

State Of Georgia General Specifications For Automobiles, Sport Utility Vehicles and Light Duty Trucks	
NOTE:	Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.
APPLICABLE DOCUMENTS:	Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.
DESIGN:	New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean more than the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.
COMPONENTS, ASSEMBLIES AND ACCESSORIES:	The vehicle shall have all its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. NOTE: All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pickup trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pickup trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly about tongue weight and tow weight.
STANDARD EQUIPMENT:	The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".
EMISSION CONTROLS:	All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.
TOOLS:	Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM:	Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.
CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS	Located for left hand drive. Complete and conveniently accessible to drivers. Instruments and controls clearly identified as to function.
HEATER AND DEFROSTER	Hot water heating systems with fresh air intake. Discharge outlets to the floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.
EXTERIOR FINISHES	Standard production colors.
MATERIALS:	New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.
SERVICE AND REPAIR	The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non- warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.
WARRANTY	Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage overall or any components of the vehicle, in the form of time and/or mileage including any proportional arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.
RESPONSIBILITY FOR INSPECTION	Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with the requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT	<p>The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:</p> <ul style="list-style-type: none"> • Focusing of lights • Tuning of engine • Adjustment of accessories • Checking of electrical, braking and suspension systems • Charging of batteries • Alignment of front-end Inflation of tires • Balancing of all wheels, including the spare • Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery • Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection. • Servicing windshield washer reservoir with water and appropriate additives • A minimum of 1/4 tank of fuel.
DOCUMENTS	<p>Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.</p>

SPECIAL CONTRACT TERMS AND CONDITIONS

1. **SPECIFICATIONS AND TECHNICAL SUPPORT:** Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. The commercial power train warranty will be 5 years, or 60,000 miles and rust-through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.
2. **PRICES:** Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at the dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.
3. **FOB - Regional Delivery:** Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.
4. **ORDERS:** Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.
 - a. State invoices will have the purchase order referenced.
5. **VEHICLE EQUIPMENT DATA SHEET:** This document shall be submitted with a bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.
6. **EMISSION CONTROL:** Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra- low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.
7. **PURCHASE ORDER APPROVALS:** Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" date, stamp, and signature from DOAS OFM
 - a. Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

DOAS CONTACT INFORMATION

DOAS Contract Manager

Name: Emily Harris

Phone: 470-668-2663

Email: emily.harris@doas.ga.gov

Procurement Help Desk

Telephone: 404-657-6000

Email: procurementhelp@doas.ga.gov

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

**2024 Ford F250 Regular Cab
V8 Long Bed 4X2 (3/4 ton)**

Base Price \$ 42,950.00

		Options	Price	
SWC #99999-SPD-ES40199373-002		6.7L V8 Diesel Engine	10,225.00	\$ 10,225.00
		6.7L V8 Diesel Eng. Hi output	12,500.00	
Equipment included in		4X4 Option	5,225.00	\$ 5,225.00
Base price		LT245 All-terrain tires	160.00	\$ 160.00
6.8L V8 Gasoline/E85 Engine		Super Cab Long Bed	5,975.00	
10 Speed Automatic Transmission		Super Cab Short Bed	5,475.00	
Factory Installed A/C		Crew Cab Long Bed	6,725.00	\$ 6,725.00
9800# GVWR		Crew Cab Short Bed	6,225.00	
AM-FM RadioMP3		Electronic locking axle	595.00	\$ 595.00
8" screen, bluetooth		Roof Clearance Lights	125.00	\$ 125.00
Power windows, locks, mirrors		Brake light mounted Strob	750.00	
Remote keyless entry		Cab Steps (running boards)	425.00	\$ 425.00
40/20/40 Vinyl Bench Seat		Retractable Bed Side-Step	315.00	
Rubber Floor Covering		Engine block heater	95.00	
Full Size Spare Tire		PTO Transmission -diesel only	270.00	\$ 270.00
Rear Step Bumper		Interior work surface	225.00	
Solar Tinted Glass		110 AC outlet	275.00	\$ 275.00
Trailer brake controller		XL Off-road package-4X4 only	940.00	\$ 940.00
2.5" Receiver Hitch (12.5k)		includes skid plates		
Tilt Steering Wheel		R.window defrost-privacy glass	468.00	\$ 468.00
Rear View Camera		Cloth 40/20/40 Bench Seat	595.00	
Electric Shift (4X4 only)		HD Alternator	125.00	\$ 125.00
Cruise control		Upfitter Switches	175.00	\$ 175.00
		Spray-in Bedliner	499.00	\$ 499.00
		XLT Pkg Upgrade	6,411.00	
		The XLTs are 4X4, 2 wheel drive is not available		
		Tailgate Step	599.00	
		Snow plow prep	335.00	
		Gooseneck hitch(long bed & 4X4 required)	995.00	
		Dual battery(Diesel engines onl	325.00	\$ 325.00
		2KW Pro Power Onboard-	945.00	
		Delete pickup bed F250 only	(235.00)	
		cng/propane prep pkg	350.00	

Colors Available

Exterior

Interior

M7	Carbonized Gray	Gray	
PQ	Race Red	Gray	✓
JS	Iconic Silver	Gray	
D1	Stone Gray	Gray	
UM	Agate Black	Gray	
Z1	Oxford White	Gray	

FOB Allan Vigil Ford

Delivery \$1.50 per mile, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Option total	\$ 26,557.00
Other vendor added equipment	
Delivery	\$ 150.00
Total	\$ 69,657.00

Contact person _____

Department _____

Phone Number
Fax number

Item 9.

Code

99T

99M

F2B

TBM

X20I

X20s

W20I

W20s

X3H

592

91S

18B

87S

41H

62R

52S

43C

17Z

435/924

1S

67D

66S

ATK

XLT

85G

473

53W/15J

86M

43K

66D

98F



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Augusta Aviation Commission Meeting Minutes

August 29, 2024

9:30 a.m.

Orwen Commission Chambers
2nd Floor - Terminal Building

Committee Members: Chairman - Dan Troutman; Vice-Chairwoman Ronic West; Commissioner Michael Cioffi; Commissioner Larry Harris; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner Wilbert Barrett; Commissioner Davis Beman; Commissioner Don Clark; Commissioner Marshall McKnight;

Staff: Mr. Herbet Judon; Ms. Elizabeth Giles; Mr. Ken Hinkle; Chief R. Beal; Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell; Ms. Risa Bingham; LT. Matt Tindell; Ms. Catherine Highsmith; Mr. Greg Larsen; Mr. Robert Kerr, Staff Attorney-Augusta Law Department

Others: Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt; Ms. Francine Scott – Augusta Commission; Mr. Charles Hilliard, Mecor; Chief Deputy Bill Probus, Richmond Co. Marshal's Department; Mr. David Erwin, Mauldin & Jenkins, LLC;

CALL TO ORDER & PRAYER – Chairman Dan Troutman called the meeting to order at 9:48 am
Prayer by Commissioner Barrett

I. AGENDA, MINUTES, STATISTICS, & CONSENT- Chairman Dan Troutman

- A. August 29, 2024 Meeting Agenda
- B. July 25, 2024 Commission Meeting Minutes

- C. July 2024 Statistics
- D. Item A-E; approved in Construction Committee Meeting
Motion by Commissioner Sasser 2nd by Commissioner Barrett to approve the consent agenda
No Discussion; Unanimous Ayes; Motion carries

II. EMPLOYEE RECOGNITION – Catherine Highsmith
No recognition acknowledged

III. COMMITTEE REPORTS:

- A. Marketing Committee Meeting Report – Commissioner Michael Cioffi
Motion by Commissioner Troutman 2nd by Commissioner Clark to approve Item A
No Discussion; Unanimous Ayes; Motion carries
- B. Construction Committee Meeting Report – Commissioner Dan Troutman

IV. FINANCE REPORT – Risa Bingham

July 2024 Financials

V. PRESENTATION:

- A. 2023 Audit Presentation- Mauldin & Jenkins, LLC
Motion by Commissioner Barrett 2nd by Commissioner McKnight to approve a clean and unmodified report of compliance
No Discussion; Unanimous Ayes; Motion carries

VI. DIRECTOR ACTION REQUESTS:

- A. Augusta Regional Airport (AGS) – Augusta Regional Airport (AGS) – Design Southeast Development Apron-Phase I, Work Authorization #8-Elizabeth Giles
- B. Augusta Regional Airport (AGS) – Taxiway F Reconstruction & Aircraft Holding Apron, Work Authorization #10 – Elizabeth Giles
- C. Augusta Regional Airport (AGS) – Taxiway F Reconstruction & Aircraft Holding Apron, Construction Contract – Elizabeth Giles
- D. Augusta Regional Airport (AGS)- Taxiway F AIP Grant No. 3-13-0011-058-2024 (#58) Acceptance- Elizabeth Giles

- E. Augusta Regional Airport (AGS)- Construct Taxiway G/Apron G, Change Order #2- Elizabeth Giles
- F. Augusta Regional Airport (AGS)- Salary Differential for Richmond County Marshals Assigned at Augusta Regional Airport- Herbert L. Judon, Jr., Lt. Matthew Tindell, & Chief Deputy Bill Probus
Motion by Commissioner Sasser 2nd by Commissioner Barrett to approve Salary Differential of \$2,500 for all officers with an additional \$1.00 increase for nightshift officers
Discussion; Unanimous Ayes; Motions carries
- G. Augusta Regional Airport (AGS)- Salary adjustment for AGS ARFF Personnel- Herbert L. Judon, Jr. & Chief Richard Beal
Motion by Commissioner Cioffi 2nd by Commissioner Larke to approve Salary adjustment for ARFF Personnel
Discussion; Unanimous Ayes; Motions carries
- H. Augusta Regional Airport (AGS)- ARFF Vehicle- Chief Richard Beal
Motion by Commissioner Sasser 2nd by Commissioner Harris to approve ARFF Vehicle
Discussion; Unanimous Ayes; Motions carries
- I. Augusta Regional Airport (AGS)- Mass Media Marketing, LTD One Year Renewal Option- Herbert L. Judon, Jr.
Motion by Commissioner Sasser 2nd by Commissioner Harris to approve One Year Renewal
Discussion; Unanimous Ayes; Motions carries

VII. COMMISSION ACTION REQUESTS

- A. Travel Approval for Aviation Commissioner's Sasser and Fennoy for the 2024 Georgia Airport Association's Annual Conference in Columbus, Georgia- Randy Sasser
Motion by Commissioner Cioffi 2nd by Commissioner Larke to approve Travel for GAA Conference
No Discussion; Unanimous Ayes; Motions carries

VIII. INFORMATION ITEMS

- A. Aviation Commissioner Work Session follow-up scheduling- Ronic West
Work Session rescheduled for September 9, 2024, 9:00 am – 11:00 am
- B. Invitation to Standard Aero's 50th Anniversary Celebration- Herbert L. Judon, Jr.

CHAIRMAN'S COMMENTS/ACTIONS

ADJOURN MEETING

Motion to adjourn by Commissioner Harris 2nd by Commissioner Sasser

No Discussion; Unanimous Ayes; Motions carries

Meeting adjourned at 11:18 am

ESTIMATED MEETING TIME: 60 minutes

Dan Troutman, Chairman

Augusta Aviation Commission



Public.Service.Committee.Meeting

Meeting Date: 1/7/2025

Airport Terminal Checkpoint Modernization-Recommendation of Award - Bid 24-264

Department: Augusta Regional Airport

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve **Recommendation of Award** to Contract Management, Inc. for construction of the project in 2025. (Bid 24-264)

Background: One of the most critical remaining constraints on efficient passenger movement through the commercial service terminal at Augusta Regional Airport (AGS) is the TSA passenger security screening checkpoint. The existing security screening checkpoint is under-sized and does not currently meet TSA standards for SSCP operations. The checkpoint is stressed during daily peaks and significantly so during Masters week, as passenger numbers increase. In its current configuration, the checkpoint will not be able to accommodate forecasted growth without passengers experiencing significant delay and wait times.

Mead and Hunt completed a design to enlarge and improve the security screening checkpoint in the commercial terminal. This project will increase the area of the checkpoint and provide space for up to four TSA screening lanes, increasing throughput capacity. This project was recently advertised for construction. Bids were opened and publicly read aloud on December 6, 2024, at 11:00 a.m., local time at the Augusta Procurement Department. A total of five (5) bids were received from the following companies: ACC Construction, Boyer Commercial Construction, Contract Management, Inc., Kulhke Construction, and RW Allen Construction.

Based on review, we recommend awarding the Base Bid, including Alternate 01, to the low bidder, Contract Management, Inc., in the amount of **\$5,706,278.00** (See attached Bid Tabulation). After reviewing and evaluating the bids, the lowest three bids are within 3.5% or \$180,722.00 of each other. The costs associated seem to fall within the current market averages seen across the country and specifically within the region for similar projects. Based upon our review and the City's Procurement

Department's review, we believe Contract Management, Inc. has submitted a responsive bid.

Item 10.

Analysis:

It is hereby requested that the Aviation Commission approve this Recommendation of Award, allowing Augusta Regional Airport to award the Base Bid and Alternate 01 of the Checkpoint Modernization project to Contract Management, Inc., in the amount of **\$5,706,278.00**.

Financial Impact:

This project will be funded by a Bipartisan Infrastructure Law (BIL) Airport Terminal Program (ATP) grant in the amount of \$4,000,000.00. The remaining costs will be funded via a Federal Airport Infrastructure Grant (AIG) in the amount of \$1,420,964.00. The remaining matching amount, \$285,314.00 will be funded by Augusta Regional Airport General Funds.

Alternatives:

N/A

Recommendation:

Approve **Recommendation of Award** to Contract Management, Inc. for construction of the project.

Funds are available in the following accounts:

551081301-5413120

**REVIEWED AND
APPROVED BY:**

N/A

Invitation to Bid

Sealed bids will be received at this office until **Monday, December 2, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **846 4316 5060**; Passcode: **24264** for furnishing:

Bid Item #24-264 Augusta Regional Airport Checkpoint Modernization for Augusta, GA – Augusta Regional Airport

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Darrell White, Interim Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCBid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**. **The fees for the plans and specifications which are non-refundable are \$290.00.**

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, October 17, 2024. 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 Pre-Bid Conference will be held on Tuesday, November 12, 2024 @ 11:00 a.m. via Zoom Meeting ID: 897 1686 7071; Passcode: 24264. Optional Site Visit will be held on Wednesday, November 13, 2024; please contact Elizabeth Giles at (706) 796-4010 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, November 14, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% 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.**

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

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.

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle October 17, 24, 31, and November 7, 2024
Metro Courier October 17, 2024



**Bid Opening: Bid Item #24-264 Augusta Regional Airport Checkpoint
Modernization for Augusta, GA-Augusta Regional Airport
Bid Date: Friday, December 6, 2024 @ 11:00 p.m. via ZOOM**

Total Number Specifications Mailed Out: 20
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 238
Georgia Procurement Registry: 1194
Pre-Bid Conference Attendees: 43
Total Packages Submitted: 5
Total Noncompliant:

Vendors	Attachment "B"	Addendum 1 & 2	E-Verify Number	SAVE Form	Bid Bond	Bid Total	Alternate 1 (ADD)
ACC Construction Company 635A NW Frontage Road Augusta, Ga 30907	YES	YES	928095	YES	YES	\$8,170,157.00	\$20,330.00
RW Allen Construction 1015 Broad Street Augusta,GA 30901	YES	YES	1188595	YES	YES	\$5,852,000.00	\$35,000.00
Boyer Construction 4500 Fort Jackson Blvd Columbia, SC 29209	YES	YES	1336792	YES	YES	\$7,422,403.00	NO BID RESPONSE
Kulke Construction 3704 Benmark Drive Augusta, Ga 30919	YES	YES	247102	YES	YES	\$5,761,900.00	\$32,900.00
Contract Management Inc. 1829 Killingsworth Road Augusta, GA 30904	YES	YES	225306	YES	YES	\$5,676,278.00	\$30,000.00

Phone: (706) 798-3236 Fax: (706) 798-1551

1501 Aviation Way
Augusta, Georgia • 30906

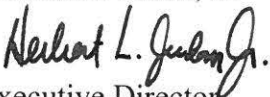
MEMORANDUM

Date: December 10, 2024
To: Darrell White, Interim- Director, Procurement
From: Herbert Judon, Airport Executive Director
RE: **Award Recommendation for Bid #24-264 Checkpoint Modernization Project**

I am requesting Bid #24-265, for the Checkpoint Modernization Project, Base Bid plus Bid Option 1A to be awarded to Contract Management, Inc., who is the lowest bidder, in the amount of \$5,676,278.00 for a base bid and \$30,000.00 for bid option for a total of \$5,706,278.00.

If you have additional questions please contact me at (706) 796-4040 or in email at hjudon@augustaga.gov.

Herbert L. Judon, Jr.



Executive Director
Augusta Regional Airport



5955 Core Road, Suite 515
North Charleston, South Carolina 29406
843-486-8330
meadhunt.com

December 9, 2024

Mr. Herbert Judon Jr.
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906

Re: Augusta Regional Airport Checkpoint Modernization Bid Recommendation
Augusta Bid Item 24-264
M&H Project Number 0119700-231215.02

Dear Mr. Judon:

City of Augusta Procurement has publicly advertised and received bids for the proposed Checkpoint Modernization project (Bid Item 24-264) at the Augusta Regional Airport. Prior to the advertisement and receipt of bids, Mead & Hunt provided a list of potential contractors to City Procurement and emailed and called multiple potential contractors to increase awareness and interest in bidding on the project. For this project, five (5) total bid proposals were received by the City. Mead & Hunt has completed our cost and reasonableness review of the proposals received for the aforementioned project and have the following comments and recommendations:

Five (5) total bids were received by the City and opened on December 6, 2024, at 11:00 a.m. local time. Company's submitting bids were ACC Construction Company, Inc., Boyer Commercial Construction, Inc., Contract Management, Inc., Kuhlke Construction & Associates, Inc., and RW Allen Construction, LLC. All bidders provided the signed and dated bid form, including a base bid amount, 10% bid bond, acknowledged receipt of addenda 01 and 02, and provided required Attachment B, Save Form and E-Verify documentation.

The official tabulation summary of bids received by the City is attached herein. Bid amounts submitted were as follows:

	<u>Apparent Low Rank/Bidder</u>	<u>Base Bid Amount</u>	<u>Alternate 01</u>	<u>Total (w/Alternate)</u>
1.	Contract Management	\$5,676,278.00	\$30,000.00	\$5,706,278.00
2.	Kuhlke Construction	\$5,761,900.00	\$32,900.00	\$5,794,800.00
3.	RW Allen Construction	\$5,852,000.00	\$35,000.00	\$5,887,000.00
4.	Boyer Construction	\$7,422,403.00	no price	\$7,422,403.00
5.	ACC Construction	\$8,170,157.00	\$20,330.00	\$8,190,487.00

Mr. Herbert Judon Jr.

Checkpoint Modernization Bid Recommendation

Page 2

The engineer's opinion of construction cost for the project, including Alternate 01, is \$5,296,014.00. All five bids received were above the engineer's opinion of construction cost. The low three bids range between 7.5% (low) and 11% (third) above the engineers estimate. With a total 3.5% difference in the bid amounts received for the lowest three bidders, total is \$180,722.00 between the first low and third low bid amounts. The fourth and fifth highest bid amounts received are significantly above the project estimate. The alternate price received from all bidders is below the engineer's estimate.

This is a relatively tight spread on bids amongst the three lowest bidders. All bids being higher than the estimate can be attributed to the proposed time frame for construction of the project, limitations in time allowed bidders to develop questions during the bid period, proximity of the bid to the holiday time period, and complexity of the project.

Other items noted in our review:

- Neither Contract Management nor RW Allen provided notary or corporate seal on the Bid Form signature page.
- Boyer did not provide a total dollar amount on their listing of work by subcontractors.
- Boyer and RW Allen provided blank listings of work by general contractor.
- Contract Management, ACC Construction and RW Allen indicated 100% compliance with Federal Buy American preference. Kuhlke and Boyer indicated a waiver would be required. This requirement will need to be verified between the FAA and the awarded contractor within 15 days of contract award.
- ACC provided the tax delinquency/felony conviction certification as required; however, it may be incorrectly marked.

Because this project is proposed to be funded via a Federal Grant, it should be noted that the bids received for this project have been provided to the Federal Aviation Administration (FAA) for their review and comment. All federal forms required to be submitted with the bid package have been provided by all bidders.

DBE participation requirements were identified as 13.30% for this project. All bidders offered amounts equal to or exceeding the required DBE goal, except for RW Allen. Amounts offered by each bidder are listed below. Please also note that Contract Management, Inc. is a GDOT Certified DBE company, and this increases their DBE offering significantly. Ms. Risa Bingham is completing AGS DBE compliance review and should confirm all certifications.

<u>Bidder</u>	<u>DBE Participation Amount Offered</u>
1. Contract Management	63.00%
2. Kuhlke Construction	17.29%
3. RW Allen Construction	7.07% and GFE documentation
4. Boyer Construction	14.70%
5. ACC Construction	13.30%

Mr. Herbert Judon Jr.
Checkpoint Modernization Bid Recommendation
Page 3

As determined by the bid amounts submitted, Contract Management, Inc. is the apparent low bidder for this project. We find this bid reasonable and responsive. In concurrence with the Procurement Department, Mead & Hunt recommends identification of Contract Management, Inc. as the apparent low bidder for the proposed Checkpoint Modernization project (Bid Item 24-264) at the Augusta Regional Airport and recommends issue of a Notice of Intent to Award the contract for construction, contingent upon final review by airport staff, DBE liaison, legal counsel, Airport Commission and City of Augusta determination and any required confirmation of funding for the project.

Respectfully submitted,

MEAD & HUNT, Inc.



J. Robert Moore II
Sr. Project Manager

Attachments

Bid Tabulation

Cc: Darrell White, City of Augusta Procurement
Elizabeth Giles, AGS
Lauren Smith, AGS
Edwin Scott, M&H

Augusta Blueprint & Microfilm, Inc.

#24-264 Augusta Regional Airport Checkpoint Modernization for Augusta, Georgia - Augusta Regional Airport

Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	Kuhlke Construction & Associations			X	3704 Benchmark Drive Augusta, GA 30909 jhunter@kuhlkeconstruction.com	706-650-8722	
2	Clifton				4324 Wheeler Road Augusta, GA 30907 diane@sdciflon.com	706-306-7794	706-733-4030
3	ACC Construction			X	635A NW Frontage Road Augusta, GA 30907 abby@accecon.net	706-868-1037	
4	R.W. Allen			X	mpulliam@rwallen.com	706-733-2800	
5	Samet Corp		X		110 E President Street Savannah, GA 31401 kkeith@sametcorp.com	803-315-4036	
6	Contract Management			X	1829 Killingsworth Augusta, GA 30904 gregoryw@contractmgmtinc.com	706-667-9033	706-667-9034
7	R.D. Brown Contractors			X	1377 West Martintown Road Augusta, SC 29860 bhowie@browntrused.com	803-279-3176	
9	Boyer Commercial Construction			X	2122 S Beltline Blvd Columbia, SC 29201 wmacinnis@boyerconstruction.net	803-540-3430	
10							
11							

Attachment B

Augusta, Georgia Augusta Procurement Department
ATTN: **Procurement Director**
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Additional Specialty License # (Must Provide if applicable):

List the State, City & County that issued your license: Georgia, Augusta, Richmond County

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

130

Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

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

Date of Authorization

**** (E-Verify Number)** 225306

06/25/2009

Contract Management Inc.

Augusta Regional Airport Checkpoint Modernization

Name of Contractor

Name of Project/Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on December 06, 20 24 in Augusta (City), Georgia (State).

James Williams
Signature of Authorized Officer or Agent

JAMES WILLIAMS, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 6 DAY OF December, 20 24

Annette D. McGruder
Notary Public

2/7/2027
My Commission Expires:

Annette D. McGruder

NOTARY PUBLIC

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned certifies that the undersigned and any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Richmond County, GEORGIA
My Commission Expires 02/07/2027

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

Project Number #24-264 Augusta Regional Airport Checkpoint Modernization

[ITB Project Number and Project Name]

James Williams

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Contract Management Inc.

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) ☒ I am a citizen of the United States.

OR

2.) ☐ I am a legal permanent resident 18 years of age or older.

OR

3.) ☐ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

James Williams

Signature of Applicant

James Williams

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 6 DAY OF December, 2024

Annette D. McGruder

Notary Public

My Commission Expires:

2/7/2024

NOTARY SEAL

Annette D McGruder

NOTARY PUBLIC

Richmond County, GEORGIA

My Commission Expires 02/07/2027

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL
REV. 2/17/2016



TRADE SECRET STATUS AFFIDAVIT
Augusta, Georgia

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with N/A response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor N/A are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- **Your company is requested to send a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

James Williams

[Signatory Name in Print]

James Williams

[Signatory's Title]

President Contract Management Inc.

[Signatory's Title] [Company Name]

Date: 12/06/2024

SUBSCRIBED AND SWORN BEFORE

ME ON THIS 6 DAY OF

December, 2024.

Annette D. McGruder

NOTARY PUBLIC

My Commission Expires: 2/7/2027

Annette D McGruder
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 02/07/2027

Return Page Only if Applicable

WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Contract Management, Inc.
1829 Killingsworth Rd.
Augusta, GA 30904

SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Augusta Procurement Department
535 Telfair Street Room 604
Augusta, GA 30906

BOND AMOUNT: 10%

PROJECT:

(Name, location or address, and Project number, if any)

Augusta Regional Airport Checkpoint Modernization

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of December, 2024

(Witness)

(Principal)

(Seal)

By:

(Title)

Westfield Insurance Company

(Surety)

(Seal)

By:

Milizabeth Mann, Attorney-in-Fact (Title)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/03/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1010262 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOSEPH CHRIS ZORN, JR., LEAH FARROW, MILIZABETH MANN, JOINTLY OR SEVERALLY

of VIDALIA and State of GA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of MARCH A.D., 2023 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 03rd day of MARCH A.D., 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of A.D., December 2024



Frank A. Carrino, Secretary

Frank A. Carrino, Secretary

CMI is fully committed to providing the necessary information for subcontractors and self-performing work. However, due to bid time constraints and the timing of receiving subcontractor quotes, we are unable to provide a comprehensive list of subcontractors and self-performing work activities at this time.

We will ensure that this information is provided upon or prior to the award of the contract. Thank you for your understanding and cooperation.

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that it proposes to use the subcontractors listed below on this project if awarded the Contract. List all proposed subcontractors, general items of work/trade specialty and dollar value of their work. The Bidder shall obtain prior written permission of the Owner should it choose to add or substitute other subcontractor(s) not shown below.

Subcontractor Name	Subcontractor Work Items	Dollar Value of Work
GPK, LLC	Sheetrock & Temp Walls	\$424,625.00
191 Construction/GA-Carolina	Concrete	\$157,796.00
Richard Welding & Metal Fabrication	Structural Steel	\$297,730.00
Bonitz	Carpet & Tile Flooring	\$15,014.00
Fire Tech	Fire Suppression	\$105,700.00
David Allen	Epoxy Flooring	\$307,053.00
Record	Exit Lane Door	\$210,000.00
Dublin Glass	Glazing	\$213,000.00
Hixon	Roofing	\$180,233.00
Goff Electric	Electrical	\$860,000.00

Estimated Total Cost of Items that Bidder states will be performed by Subcontractors is:

\$ \$2,771,151.00

Checkpoint Modernization
Augusta Regional Airport, Augusta, Georgia

BF-7

Issued for Bid
Bid Form
September 13, 2024

BUY AMERICAN PREFERENCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*
Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws¹, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

¹ Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/06/2024
Date

James Williams
Signature

Contract Management Inc.
Company Name

President
Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.



LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: Contract Management Inc.
 Address: 1829 Killingsworth Road
 City: Augusta State: Georgia Zip: 30904

DBE Firm: DBE Firm: Contract Management, Inc.
 Address: 1829 Killingsworth Road
 City: Augusta State: GA Zip: 30904

DBE Contact Person: Name: James Williams Phone: 706 667-9033

DBE Certifying Agency: GDOT Expiration Date: _____
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
Mechanical	HVAC & Plumbing	1	295,547.20
General	General Contractor	1	2,609,580.50

The Bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 2,905,127.20 Percent of total contract: 51 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: James Williams President
 (Signature) (Title)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Business Name:
--Select Value--

County:
RICHMOND

Action Type:
--Select Value--

Vendor Event Type:
--Select Value--

Work Class Description:
--Select Value--

NAICS:
contains any
--Select Value--

Certification:
Between

TIP: Due to the amount of information, the directory could take several minutes to load.

State of Georgia UCP Directory										
Processed on: Dec-06-2024 09:49 AM										
Business Name	Vendor Number	Contact	Fax	Phone	Address	Address Line 2	City	State	Zip Code	Email
ADVANCED COMMUNICATIONS CONCEPTS, INC.	00000000013562	Mr. GERALD V.LEE	(706)617-6383	(706)771-9396	2916 NELLIS COURT		AUGUSTA	GA	30906	contact@advancedcor
APK ELECTRIC, LLC	00000000018106	Mr. KELVIN WALKER		(702)619-4336	2635 CRANBROOK DRIVE		HEPHZIBAH	GA	30815	walker31210@gmail.c
CONTRACT MANAGEMENT, INC.	2CO593	Mr. JAMES WILLIAMS	(706)667-9034	(706)667-9033	1829 KILLINGSWORTH ROAD		AUGUSTA	GA	30904	gregoryw@contracting
DESK CHAPERONE	00000000018512	Ms. CHAKEL AYERS-BENNETT		(706)426-1766	246 ROBERT C DANIEL JR PKWY		AUGUSTA	GA	30909	info@deskchaperone.c
DJR'S WATER ICE, LLC	00000000015397	Ms. DEON JONES		(706)750-2112	264 DEERFIELD LANE		AUGUSTA	GA	30907	djrswaterice2017@yah

THIS CERTIFIES THAT

Contract Management, Inc



* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236220; 238220; 238990; 237110; 238110; 237310

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/27/2024

Issued Date

AT01495

Certificate Number

12/31/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying", is positioned above the printed name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Stacey Key", is positioned above the printed name and title of the NMSDC President and CEO.

Stacey Key, President and CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBES certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: Contract Management Inc.
 Address: 1829 Killingsworth Road
 City: Augusta State: Georgia Zip: 30904

DBE Firm: DBE Firm: GPK, LLC
 Address: 600 Broad Street, Suite 5-E
 City: Augusta State: GA Zip: 30901

DBE Contact Person: Name: Teresa Bright Phone: (706) 306-2270

DBE Certifying Agency: GDOT Expiration Date: January 22, 2025

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
 ☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
Sheetrock/Walls	Sheetrock & Temp. Walls	LS	\$424,625.00

The Bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ \$424,625.00 Percent of total contract: 7 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By:  President
 (Signature) (Title)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Checkpoint Modernization
 Augusta Regional Airport, Augusta, Georgia

BF-11

Issued for Bid
 Bid Form
 September 13, 2024

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1990

January 22, 2018

Teresa Bright, Managing Partner
GPK, LLC
600 Broad Street, Ste. 5E
Augusta, GA 30901

ANNIVERSARY DATE: Annually on January 22

Teresa Bright:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PRS) approximately thirty days prior to your firm's certification anniversary date. **The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.**

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your GDOT Vendor ID Code is: 15174


Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):


238130	Framing Contractors
238310	Drywall & Insulation Contractors

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with **49 CFR Part 26, Section 26.83 (j)** of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,


Betty C. Mason, Asst. EEO Administrator,


Kimberly A. King, EEO Director



LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: Contract Management Inc.
 Address: 1829 Killingsworth Road
 City: Augusta State: Georgia Zip: 30904

DBE Firm: DBE Firm: Georgia-Carolina Paving Company
 Address: 3020 Milledgeville Road
 City: Augusta State: GA Zip: 30904

DBE Contact Person: Name: Willie Wooden Phone: (706) 736-3863

DBE Certifying Agency: GDOT Expiration Date: 12/31/24
Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture
 ☐ Manufacturer ☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
Concrete	Concrete		\$50,000.00
Steel	Concrete Support for Steel		\$50,000.00
Construction Mgmt.	Proj. Mgmt. & Supervision	1	\$215,000.00

The Bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 315,000.00 Percent of total contract: 6 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Willie Wooden Owner
 (Signature) (Title)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Checkpoint Modernization
 Augusta Regional Airport, Augusta, Georgia

BF-11

Issued for Bid
 Bid Form
 September 13, 2024



Russell R. McMurtry, P.E., Commissioner
 One Georgia Center
 600 West Peachtree Street, NW
 Atlanta, GA 30308
 (404) 631-1000 Main Office

January 6, 2023

CERTIFICATE OF REGISTRATION
Vendor ID: 12848

Georgia-Carolina Paving Company
 3020 Milledgeville Rd.
 Augusta GA 30904

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Registration is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$2,750,000.00

CERTIFICATE EXPIRES: December 31, 2024

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 150, 206A, 310, 310A, 432, 432A, 441 and 550

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Subcontractor may request an extension of its current registration prior to the expiration date of the registration by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the registration. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved registration to lapse will leave the Subcontractor without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
 DN: C=US, E=mmastronardi@dot.ga.gov,
 O=Georgia Department of Transportation,
 OU=Division of Construction - Director,
 CN="Marc Mastronardi, P.E."
 Date: 2023.01.19 13:20:42-05'00'

MM:TKA



UTILIZATION STATEMENT Disadvantage Business Enterprise (DBE)

The undersigned Bidder has satisfied the requirements of the bid specification in the following manner.
(Please mark the appropriate box)

- ☒ The Bidder is committed to a minimum of 13 % DBE utilization on this contract.
- ☐ The Bidder, while unable to meet the DBE contract goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation by certified DBE firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm or firms identified within the submitted Letter-of-Intent forms have agreed to perform a commercially useful function for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner and the Federal Aviation Administration.

Contract Management Inc.

Bidder's / Offeror's Firm

James Williams
Signature

12/06/2024

Date

DBE UTILIZATION SUMMARY

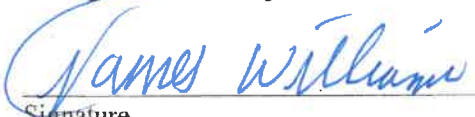
Percentage	Contract amount	DBE Amount	Contract
DBE Prime Contractor ccCoContractor	\$ x 1.00 =	2,905,127.20 \$ 5,626,278.00	% 100 51
DBE Subcontractor	\$ x 1.00 =	\$ 739,625.00	13%
DBE Supplier	\$ x 0.60 =	\$	
DBE Manufacturer	\$ x 1.00 =	\$	
Total Amount DBE		\$ 3,644,752.20	% 63
DBE Goal		\$	

* If the total proposed DBE participation is less than the established DBE goal, Bidder/Proposer must provide written documentation of the good faith efforts as required by 49 CFR Part 26. All participation will be calculated in accordance with 49 CFR Part 26 and its applicable subparts.

Description of Good Faith Efforts

If you will not meet the Disadvantage Business Enterprises (DBE) goal set forth in the solicitation in addition to the information included on the Statement of Interested Subcontractors and Statement of Bid Proposals/Price Quotations submitted with your bid/proposal, please provide a narrative explanation of why you cannot meet the DBE goal and the steps taken to include DBEs in your proposal/bid. Describe specific actions (i.e. phone calls, etc.). Please provide copies of any solicitation notices sent, whether by email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities. Attach additional pages as needed.

I hereby attest that I have exercised good faith efforts to meet the City's federally required Disadvantaged Business Enterprise goals for this Project. Despite such good faith efforts, I have not been able to meet the DBE goal for this Project.


Signature

James Williams President
Name and Title (typed or printed)

Contract Management Inc.
Name of Firm

Not Applicable!

CHECKLIST OF GOOD FAITH EFFORTS

A Bidder or Proposer that does not meet the City's DBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether any of the following actions were taken.

- | | Yes | No | |
|----|--------------------------|--------------------------|---|
| 1. | <input type="checkbox"/> | <input type="checkbox"/> | Attendance at a Pre-Bid Meeting, if any, scheduled by the City inform DBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of DBEs in general circulation media, trade association publications, and minority-focus media, to provide notice of subcontracting opportunities. |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | Advertisement in general circulation media at least seven (7) days prior to Bid or proposal opening any and all Subcontractor opportunities. Proof of advertisement must be submitted with the Bid or Proposal. |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | Provided interested DBEs with timely, adequate information about the plans, specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations. |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | Provided written notice to DBEs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained. |
| | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. | | | Efforts were made to divide the work for DBE subcontracting in areas likely to be successful and identify portions of work available to DBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting. |
| 6. | <input type="checkbox"/> | <input type="checkbox"/> | Efforts were made to assist potential DBE subcontractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that a DBE could not readily and economically obtain them in the marketplace. |
| 7. | <input type="checkbox"/> | <input type="checkbox"/> | Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of DBEs. |
| 8. | <input type="checkbox"/> | <input type="checkbox"/> | Communication with the GDOT or the City's DBE Office seeking assistance in identifying available DBEs. |
| | <input type="checkbox"/> | <input type="checkbox"/> | |

9. ☐ Exploration of joint venture opportunities with DBEs.

10. ☐ ☐ Other actions (specify): _____

Please provide written explanation to any "no" answers listed above (by number):

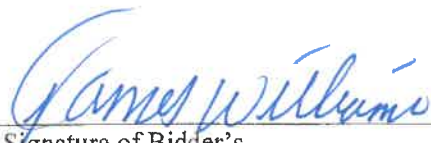
This list is a guideline and by no means exhaustive. The City will review these efforts, along with other documents, towards assessing the Bidder/Proposer's efforts to meet the City's DBE benchmark. If you require assistance in identifying certified DBEs, please contact the Procurement Department or check the GDOT website.

CERTIFICATION OF PROMPT PAYMENT

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Owner. The prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Owner. This clause applies to both DBE and non-DBE subcontractors.

James Williams
Name of Bidder's
Authorized Representative
(Please Print or Type Name)

President
Title of Bidder's
Authorized Representative


Signature of Bidder's
Authorized Representative

12/06/2024
Date

BID FORM

(Failure to furnish all requested data will be cause for considering BIDDER non-responsive and may render this BID invalid on that basis.)-

BID FOR: **BID ITEM #24-264 AUGUSTA REGIONAL AIRPORT
CHECKPOINT MODERNIZATION**

SUBMITTED TO: Augusta, Georgia
Attn: Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901

SUBMITTED BY: Contract Management Inc.

Bidder's Name

1829 Killingsworth Road

Address

Augusta, GA 30904

City, State and Zip Code

(706) 667-9033

Phone / Fax

12/06/2024

Date Completed

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders" accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of the Bid Security; proposes and agrees, if awarded the Contract, to enter into an agreement with the Owner utilizing the form Contract included in the Bid Documents. Bidder shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under the Contract within the time indicated in the contract, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in this Bid Schedule.
2. This Bidder's bid shall remain open for ninety (90) calendar days after the day of Bid opening. If awarded a contract, Bidder will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) calendar days after the date indicated in Owner's Notice of Award. If contract is to be awarded, Notice of Award will occur within ninety (90) calendar days of Bid opening.
3. In submitting this Bid, the Bidder represents that:
 - a. Bidder has become thoroughly familiar with the terms and conditions of the Bid Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.

- b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
 - d. No member of the Augusta Board of Commissioners, Aviation Commission or other officers or employees of said Owner Is interested directly or indirectly in the bid or in any portion of the bid or in the Contract or any part of the Contract, which may be awarded the undersigned on the basis of such bid, without such full disclosure being made.
 - e. It is a condition of this bid and any subsequent contract entered into pursuant to this bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards, Title 29 , CFR Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards act, Stat. 96; that is further condition of this bid that Bidder shall be solely responsible for the enforcement of such Construction and Health Standards, and that Bidder fully understands that the Owner and its authorized representatives will not assume any liability resulting from the Contractor's failure to police and enforce all such standards.
 - f. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
 - g. The unit prices bid include all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labor including but not limited to increases in federal, state and local sales taxes and income or FICA taxes.
4. **Contract Time:** Bidder agrees that:
- a. The work will be completed within the timeframes described in the General Provisions and the Construction Documents.
 - b. Bidder shall commence work with an adequate force and equipment at the time stated in the Notice to Proceed and complete all work by the date established in said Notice. Bidder

shall not work overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

- c. The quantities of work listed in the Bid Schedules are APPROXIMATE and are assumed solely for the comparison of bids. Compensation will be based upon the unit price bid and the ACTUAL quantities of work performed in accordance with the Contract Documents and as accepted by the ENGINEER.

5. **Bid Schedule:** See Bid Amount page BF-3.

BID AMOUNT

Base Bid proposed shall include the cost of all the work of the project.

Base Bid = \$ 5,676,278.00

Base Bid Written = Five Million Six hundred seventy-six thousand two hundred seventy-eight and zero dollars

Alternates - The following amounts shall be added to or deducted from the Bid Amount. Refer to Section 012300- Alternates.

Alternate #1: Add/(Deduct) \$ 30,000.00

Alternate #1 Written = THIRTY THOUSAND DOLLARS

6. **Determination of Low Bidder:** Low bidder will be determined based on the total of the base bid plus, if any alternates are included in documents, all bid alternates regardless of the alternates chosen for the project.
7. **Execution of Contract:** Bidder agrees that in case of failure on its part to execute the said Contract and Bonds within fifteen (15) days after the date indicated in the "Notice of Award," the check or bid bond accompanying this bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Security or check accompanying this bid shall be returned to the undersigned.
8. **Bid Documentation:** The following required documents are attached to and made a part of this bid
- Required Bid Security in the form of a Bid Bond payable to the order of City of Augusta, Georgia;
 - Performance of Work by Subcontractor List;
 - Performance of Work by Contractor List;
 - DBE Program Statement;
 - DBE Contractors Listing;
 - Bidder Assurance;
 - DBE Letter(s) of Intent to Perform Work as a Subcontractor;
 - Good Faith Effort forms (if necessary);

- i. Certificate of Prompt Payment;
- j. Certification of Compliance with FAA Buy American Preference;
- k. Offeror/Bidder Regarding Tax Delinquency and Felony Convictions.

9. Name and business address (mailing and street) of Bidder to which all formal notices shall be sent:

Contract Management Inc.

1829 Killingsworth Road, Augusta, GA 30904

10. The terms used in this bid, which are defined in the General Provisions of the Construction Contract as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

11. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date
<u>1</u>	<u>11/04/2024</u>
<u>2</u>	<u>11/25/2024</u>

12. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

Corporation, Georgia, 12/15/1995

Signed this December day of 06, 20 24.

Contractor

By:

James Williams

(Signature of individual, partner or officer signing the Bid)

(SEAL)

RLCO001225

License Number

ATTEST:

Ola M. Williams

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation.

If Contractor is a Partnership, all partners shall execute the bid (add spaces as required).

Checkpoint Modernization
Augusta Regional Airport, Augusta, Georgia

BF-4

Issued for Addendum 2
Bid Form
November 15, 2024



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

Augusta Aviation Commission Meeting

December 12, 2024

10:00 a.m.

**Orwen Commission Chambers
2nd Floor - Terminal Building**

Committee Members: Chairman - Dan Troutman; Vice-Chairwoman Ronic West;
Commissioner Michael Cioffi; Commissioner Larry Harris;
Commissioner Charles Larke; Commissioner Randy Sasser;
Commissioner Davis Beman; Commissioner Marshall McKnight;
Commissioner William Fennoy; Commissioner James Germany;

Staff: Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Mr. Ken Hinkle; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnson;
Mr. DeAndre Davis; Mr. Tyler Good; Mr. Cody Mitchell;
LT. Matt Tindell; Ms. Catherine Highsmith; Mr. Greg Larsen

Others: Mr. Edwin Scott, Mead & Hunt; Mr. Robert Moore, Mead & Hunt;
Ms. Zena McClain- Staff Attorney-Augusta Law Department;
Ms. Nancy Williams- Augusta Procurement; Ms. Dana Lynn McIntyre –
Augusta Business Daily

CALL TO ORDER & PRAYER – Chairman Don Troutman called the meeting to order at 10:00 am
Prayer by Commissioner Cioffi

I. AGENDA, MINUTES, STATISTICS, & CONSENT- Chairman Don Troutman

- A. December 12, 2024 Meeting Agenda
- B. October 31, 2024 Commission Meeting Minutes
*Motion by Commissioner Fennoy 2nd by Commissioner Beman to approve the
December 12, 2024, Augusta Aviation Committee meeting agenda & the October
31, 2024, Commission Meeting Minutes*

No Discussion; Unanimous Ayes; Motin carries

C. October 2024 Statistics

II. EMPLOYEE RECOGNITION – Catherine Highsmith

William Kovalchuck, ARFF-ARFF Driver Operator/Sgt- 5 Years of Service

III. FINANCE REPORT – Risa Bingham

October 2024 Financial

Motion by Commissioner Larke 2nd by Commissioner Fennoy to approve the October 2024 Financial

No Discussion; Unanimous Ayes; Motin carries

IV. EXECUTIVE SESSION - Chairman Don Troutman

Motion by Commissioner Fennoy 2nd by Commissioner Larke to enter Executive Session @ 10:05 am; No Discussion; Unanimous Ayes; Motin carries

To Discuss Personnel

Motion by Commission Larke 2nd by Commission Fennoy that the recommended 2% annual pay increase to Mr. Judon be approved and to reimburse his legal fees in the amount of \$2,975.00

To Discuss Real Estate of NetJets Services

Item 1 – to add meets and bounds survey of the area under the lease of property boundaries to the lease at no cost to AGS

Item 2 – To add the opportunity to pay the lease in an annual payment as oppose to the current setup of monthly at their discretion

Item 3 – To allow a 10 day grace period on the 180 days notification period for amendments

Item 4 – Improvements made belong to them until the expiration or termination of lease

Item 5 – At expiration or termination of lease, structures can remain but all hazardous materials to be removed by them at their expense

Item 6 – Have opportunity to extend access to Doud Barnard Parkway at their expense and in coordination with our security requirements. AGS will retain the rights to easement

Item 7 – That all notices go to the new lessor

Item 8 – That the eminent domain language in the contract be clarified to explain the federal government authority and not the county can execute eminent domain

Item 9 – To have no broker included or in connection with this contract

Item 10 – To have lease signed by Augusta Georgia

Item 11 – For AGS to create an easement for their property being put on

Motion by Commissioner Fennoy 2nd by Commissioner Sasser to amend the previous motion to add Items 1-11 and previous motion as is

*Motion by Commissioner Larke 2nd by Commissioner Fennoy to close meeting affidavit to justify or close Executive Session @ 12:42 pm
No Discussion; Unanimous Ayes; Motion carries*

V. DIRECTOR ACTION REQUESTS:

- A. Augusta Regional Airport (AGS)- Terminal Checkpoint Modernization Recommendation of Award – Elizabeth Giles

*Motion by Commissioner Fennoy 2nd by Commissioner Larke to accept & approve Terminal Checkpoint Modernization Recommendation of Award in the amount of \$5,706,278.00.
Commission McKnight recused from voting; Unanimous Ayes; Motion carries*

- B. Augusta Regional Airport (AGS)- Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03- Elizabeth Giles

*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve (AGS) Consolidated Rental Car Service Facility (QTA) Final/Balancing Change Order #03 resulting in a credit to the project in the amount of (\$71,625.00)
Discussion; Unanimous Ayes; Motion carries*

VI. INFORMATION ITEMS

- A. Updates- Lauren Smith
AGS Shuttle Service going great; Legislative convocations continue concerning TSA Expansion Project; Mr. Judon attended G-DOT meeting in Atlanta

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Cioffi
No Discussion; Unanimous Ayes; Motion carries

Meeting adjourned at 12:55 am

Dan Troutman, Chairman
Augusta Aviation Commission



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: November 19, 2024

Airport ARFF Hurst E-Draulic Rescue Tools Purchase

Department: Augusta Regional Airport

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to **approve** the purchase of a Hurst E-Draulic Rescue Tool through Municipal Emergency Services (MES).

Background: Rescue tools are used to extricate people from entrapment and entanglements. Fire departments across the world have use hand and power tools to save lives every day. The Augusta Regional Airport Fire Department has utilized our rescue tools to extricate patients from car accidents along Douglas Barnard.

Our current rescue tools were put into service in 2016. This system utilizes a heavy gas operated hydraulic pump, the tool and 50'-75'hoses that circulate the hydraulic fluid from the pump to the tool and back to the pump. The hose creates a tether which limits the area to work in. Using the tools for rescue means getting the fire apparatus within the range of the hose length or moving the entire system to the incident scene.

Technology in the rescue tool realm has progressed to meet the changing needs of lighter weight stronger building materials in vehicles, structures and aircraft, as well as the freedom to move around. The new Hurst E-Draulic 3 tools are smaller and lighter than the original tools and operate from a battery on the tool. The current technology meets the need of changing materials in construction, manufacturing, by having a built-in operating system means no hoses to limit the range of operation. The removal of the hydraulic pump and hoses greatly reduces the need for storage space on the apparatus.

Augusta Richmond County Fire Department made the change to the Hurst E-Draulic rescue tools in the last few years. Updating our rescue tools would enhance our interoperability on incident scenes to save lives

Analysis:

Our current rescue tools have limitations for use, whereas the new technology in rescue tools eliminates the tether allowing rescuer to make entry into a vehicle or aircraft with a lighter more maneuverable tool. Updating our rescue tools creates a more interoperable incident with our mutual aid partners enhancing our ability to save lives.

Financial Impact:

This purchase was budgeted in 2024 in the amount of \$90,000. The current quote for equipment and installation is \$87,361.24 and will be purchased through the ARFF budget, 1107.

Alternatives:

N/A

Recommendation:

Approve purchase of Hurst E-Draulic Rescue Tools through Municipal Emergency Services (MES) in the amount of **\$87,361.24.**

Funds are available in the following accounts:

Budgeted in 551081207-5421110

REVIEWED AND APPROVED BY:

N/A



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com



Item 11.

MEMORANDUM

Date: November 5, 2024

To: Darrell White, Procurement Department Interim Director

From: Richard Beal, ARFF Director/Fire Chief *RNB*
Herbert Judon, Airport Executive Director

RE: **Purchase Hurst Rescue Tools (EDrulic)**

Augusta Regional Airport Fire Department is required by FAA and NFPA to maintain the Aircraft Rescue Fire Fighting (ARFF) apparatus and lifesaving equipment in good working order. Our current rescue tools were put into service in 2016. This system utilizes a heavy gas operated hydraulic pump, the tool and 50'-75' hoses that circulate the hydraulic fluid from the pump to the tool and back to the pump. The hose creates a tether which limits the area to work in. Using the tools for rescue means getting the fire apparatus within the range of the hose length or moving the entire system to the incident scene.

This purchase replaces the older rescue system on hand. Our current rescue tools have limitations for use, whereas the new technology in rescue tools eliminates the tether allowing rescuer to make entry into a vehicle or aircraft with a lighter more maneuverable tool. Updating our rescue tools creates a more interoperable incident with our mutual aid partners enhancing our ability to save lives.

Quote #QT1857993 for \$ 87,361.24
Budgeted 2024 \$90,000
Account # 551081207-5421110
Approved by Aviation Commission October 31, 2024

Please feel free to contact me with any questions (rbeal@augustaga.gov, 762-994-6416).



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

Vendor: Municipal Emergency Services E-Verify Number: 137363

Commodity: Purchase

Estimated annual expenditure for the above commodity or service: \$ 87,361.24

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: R. Michael Beal Department: ARFF Date: 20241105

Department Head Signature: _____ Date: _____

Approval Authority: _____ Date: _____

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

COMMENTS:

ATTENTION: Monika Peoples

Notes:

REQUISITION

REQUISITION DATE November 5, 2024

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
VENDOR		S (Municipal Emergency Service)					
PHONE #		877-637-3473					
QUOTED BY		Robert Zamudio					
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
1	271455000-1 SP555 E3 Spreader	1	\$14,118.00	\$14,118.00	\$0.00	\$0.00	\$0.00
2	272489000-1 S 789 E3 Cutter	1	\$12,704.00	\$12,704.00	\$0.00	\$0.00	\$0.00
3	274487000-1 CR 522 E3	1	\$9,602.00	\$9,602.00	\$0.00	\$0.00	\$0.00
4	274485000-1 R 521 E3 RAM	1	\$9,317.00	\$9,317.00	\$0.00	\$0.00	\$0.00
5	273423000-1 SC 3588 E3 Combi	1	\$14,619.00	\$14,619.00	\$0.00	\$0.00	\$0.00
6	273180000 StrongArm LE100 W/batts&Charge	1	\$7,944.00	\$7,944.00	\$0.00	\$0.00	\$0.00
7	90-53-43 Kit E3/EWXT 9Ah Batt	10	\$899.00	\$8,990.00	\$0.00	\$0.00	\$0.00
8	90-53-37 EWXT/E3 Charger 110-240 V	5	\$580.00	\$2,900.00	\$0.00	\$0.00	\$0.00
9	90-53-31 EWXT/E3 Emergency Power Supply	1	\$1,340.00	\$1,340.00	\$0.00	\$0.00	\$0.00
10	HUR-SP555-E#-TM Tilt Mount SP555 E3 Spr	1	\$980.10	\$980.10	\$0.00	\$0.00	\$0.00
11	HUR-S789-E3-TM Tilt Mount S789 E3 Cutter	1	\$980.10	\$980.10	\$0.00	\$0.00	\$0.00
12	HUR-R522-E3-TM Tilt Mount R522 E3 Ram	1	\$980.10	\$980.10	\$0.00	\$0.00	\$0.00
13	HUR-R521-E3-TM Tilt Mount R521 E3 Ram	1	\$980.10	\$980.10	\$0.00	\$0.00	\$0.00
14	HUR-SC358-E3-TM Tilt Mount EC358 E3 Con	1	\$980.10	\$980.10	\$0.00	\$0.00	\$0.00
15	Poly-Tech HUR-StrongArm VM	1	\$926.74	\$926.74	\$0.00	\$0.00	\$0.00
16		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BID				\$87,361.24		\$0.00	\$0.00
SHIPPING CHARGES							
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							



MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Item 11.

Quote # QT1857993
Date 09/17/2024
Expires 12/31/2024
Sales Rep Zamudio, Robert D
PO # Chief Beal
Shipping Method FedEx Ground
Customer AUGUSTA REGIONAL AIRPORT FIRE DEPARTMENT
Customer # C49420

Bill To

AUGUSTA REGIONAL AIRPORT FIRE
DEPARTMENT
1501 AVIATION WAY
Augusta GA 30906
United States

Ship To

AUGUSTA REGIONAL AIRPORT FIRE
DEPARTMENT
1501 AVIATION WAY
Augusta GA 30906
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
271455000-1			SP 555 E3 Spreader - TOOL ONLY-(E3F)	1	\$14,118.00	\$14,118.00
272489000-1			S 789 E3 Cutter - TOOL ONLY-(E3F)	1	\$12,704.00	\$12,704.00
274487000-1			CR 522 E3 (Tool Only)-(E3F)	1	\$9,602.00	\$9,602.00
274485000-1			R 521 E3 Ram - TOOL ONLY-(E3F)	1	\$9,317.00	\$9,317.00
273423000-1			SC 358 E3 Combi - TOOL ONLY-(E3F)	1	\$14,619.00	\$14,619.00
273180000			StrongArm LE100 w/ Batts&Chrg	1	\$7,944.00	\$7,944.00
90-53-43_Kit			E3/EWXT 9Ah Batt	10	\$899.00	\$8,990.00
90-53-37			EWXT/E3 Charger 110-240V	5	\$580.00	\$2,900.00
90-53-31			EWXT/E3 Emergency Power Supply - 110V	1	\$1,340.00	\$1,340.00
HUR-SP555-E3-TM			Tilt Mount for Hurst SP555 E3 Spreader	1	\$980.10	\$980.10
HUR-S789-E3-TM			Tilt Mount for Hurst S789 E3 Cutter	1	\$980.10	\$980.10
HUR-R522-E3-TM			Tilt Mount for Hurst R522 E3 Ram	1	\$980.10	\$980.10
HUR-R521-E3-TM			Tilt Mount for Hurst R521 E3 Ram	1	\$980.10	\$980.10
HUR-SC358-E3-TM			Tilt Mount for Hurst SC358 E3Combi	1	\$980.10	\$980.10
POLY-TECH	HUR-StrongArm-VM		HUR-StrongArm-VM Custom POLY-TECH HUR-StrongArm-VM Vertical Mount for Hurst StrongArm® *Not a Tilt N Deploy Mount*	1	\$926.74	\$926.74

Quote prepared by MES Rescue Tool Specialist Chance Williams

Please call or email to order:
678-967-5303
chance.williams@mesfire.com

Subtotal \$87,361.24
Shipping Cost \$0.00
Tax Total \$0.00
Total \$87,361.24

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1857993

AUGUSTA-RICHMOND COUNTY GEORGIA

120981

168

PURCHASING DEPARTMENT

REQUISITION

REQUISITION

REQUISITION DATE

11/18/24

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

DEPARTMENT NAME

BFA

DEPARTMENT NUMBER

551 08 1207 54 2110

DEPARTMENT HEAD

Michael L. J. J. J.

V#21521

NAME OF BIDDER

MES (Municipal Emergency Services)

NAME OF BIDDER

VENDOR

PHONE NUMBER

QUOTED BY

DESCRIPTION

QUANTITY

UNIT PRICE

TOTAL PRICE

UNIT PRICE

TOTAL PRICE

UNIT PRICE

TOTAL PRICE

Quote # QT1857993

1

87361.24

Sole Source

Replacing Older Rescue System

TOTAL BID

\$

\$

\$

SHIPPING CHARGES

DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER



(706) 798-3236 • Fax: (706) 798-1551 • 1501 Aviation Way • Augusta, Georgia 30906 • www.flyags.com

MEMORANDUM

Date: November 5, 2024

To: Darrell White, Procurement Department Interim Director

From: Richard Beal, ARFF Director/Fire Chief *RMB*
Herbert Judon, Airport Executive Director *HJ*

RE: **Purchase Hurst Rescue Tools (EDrulic)**

Augusta Regional Airport Fire Department is required by FAA and NFPA to maintain the Aircraft Rescue Fire Fighting (ARFF) apparatus and lifesaving equipment in good working order. Our current rescue tools were put into service in 2016. This system utilizes a heavy gas operated hydraulic pump, the tool and 50'-75' hoses that circulate the hydraulic fluid from the pump to the tool and back to the pump. The hose creates a tether which limits the area to work in. Using the tools for rescue means getting the fire apparatus within the range of the hose length or moving the entire system to the incident scene.

This purchase replaces the older rescue system on hand. Our current rescue tools have limitations for use, whereas the new technology in rescue tools eliminates the tether allowing rescuer to make entry into a vehicle or aircraft with a lighter more maneuverable tool. Updating our rescue tools creates a more interoperable incident with our mutual aid partners enhancing our ability to save lives.

Quote #QT1857993 for \$ 87,361.24
Budgeted 2024 \$90,000
Account # 551081207-5421110
Approved by Aviation Commission October 31, 2024

Please feel free to contact me with any questions (rbeal@augustaga.gov, 762-994-6416).

Print Form



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

Vendor: Municipal Emergency Services E-Verify Number: 137363

Commodity: Purchase

Estimated annual expenditure for the above commodity or service: \$ 87,361.24

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.)
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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: R. Michael Beal Department: ARFF Date: 20241105

Department Head Signature:  Date: 20241118

Approval Authority: _____ Date: _____

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

COMMENTS:

DEPARTMENT NAME: BUSH FIELD AIRPORT
DEPARTMENT NUMBER 551-08-1207-5421110
DEPARTMENT HEAD Richard Beal, Fire Chief

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

Inter Department: ARFF

REQUISITION

REQUISITION DATE

November 5, 2024

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

ATTENTION: **Monika Peoples**

Notes:

Quote # QT1857993

ITEM #	DESCRIPTION	QUANTITY	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			VENDOR	PHONE #	QUOTED BY	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
1	271455000-1 SP555 E3 Spreader	1	S (Municipal Emergency Servio	877-637-3473	Robert Zamudio	\$14,118.00	\$14,118.00	\$0.00
2	272489000-1 S 789 E3 Cutter	1				\$12,704.00	\$12,704.00	\$0.00
3	274487000-1 CR 522 E3	1				\$9,602.00	\$9,602.00	\$0.00
4	274485000-1 R 521 E3 RAM	1				\$9,317.00	\$9,317.00	\$0.00
5	273423000-1 SC 3588 E3 Combi	1				\$14,619.00	\$14,619.00	\$0.00
6	273180000 StrongArm LE100 W/batts&Charg	1				\$7,944.00	\$7,944.00	\$0.00
7	90-53-43 Kit E3/EWXT 9Ah Batt	10				\$899.00	\$8,990.00	\$0.00
8	90-53-37 EWXT/E3 Charger 110-240 V	5				\$580.00	\$2,900.00	\$0.00
9	90-53-31 EWXT/E3 Emergency Power Suppl	1				\$1,340.00	\$1,340.00	\$0.00
10	HUR-SP555-E#-TM Tilt Mount SP555 E3 Spr	1				\$980.10	\$980.10	\$0.00
11	HUR-S789-E3-TM Tilt Mount S789 E3 Cutter	1				\$980.10	\$980.10	\$0.00
12	HUR-R522-E3-TM Tilt Mount R522 E3 Ram	1				\$980.10	\$980.10	\$0.00
13	HUR-R521-E3-TM Tilt Mount R521 E3 Ram	1				\$980.10	\$980.10	\$0.00
14	HUR-SC358-E3-TM Tilt Mount EC358 E3 Cor	1				\$980.10	\$980.10	\$0.00
15	Poly-Tech HUR-StrongArm VM	1				\$926.74	\$926.74	\$0.00
16		0				\$0.00	\$0.00	\$0.00
17		0				\$0.00	\$0.00	\$0.00
18		0				\$0.00	\$0.00	\$0.00
19		0				\$0.00	\$0.00	\$0.00
20		0				\$0.00	\$0.00	\$0.00
21		0				\$0.00	\$0.00	\$0.00
TOTAL BID						\$87,361.24	\$87,361.24	\$0.00
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



(877) 637-3473

Quote

Item 11.

Quote # QT1857993
Date 09/17/2024
Expires 12/31/2024
Sales Rep Zamudio, Robert D
PO # Chief Beal
Shipping Method FedEx Ground
Customer AUGUSTA REGIONAL AIRPORT FIRE DEPARTMENT
Customer # C49420

Bill To

AUGUSTA REGIONAL AIRPORT FIRE
 DEPARTMENT
 1501 AVIATION WAY
 Augusta GA 30906
 United States

Ship To

AUGUSTA REGIONAL AIRPORT FIRE
 DEPARTMENT
 1501 AVIATION WAY
 Augusta GA 30906
 United States

Item	Alt. Item #	Units	Description	Qty	Unit Price	Amount
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274485000-1			R 521 E3 Ram - TOOL ONLY-(E3F)	1	\$9,317.00	\$9,317.00
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HUR-R521-E3-TM			Tilt Mount for Hurst R521 E3 Ram	1	\$980.10	\$980.10
HUR-SC358-E3-TM			Tilt Mount for Hurst SC358 E3Combi	1	\$980.10	\$980.10
POLY-TECH	HUR-StrongArm-VM		HUR-StrongArm-VM	1	\$926.74	\$926.74
			Custom POLY-TECH			
			HUR-StrongArm-VM			
			Vertical Mount for Hurst StrongArm® *Not a Tilt N Deploy Mount*			

Quote prepared by MES Rescue Tool Specialist Chance Williams

Please call or email to order:
 678-967-5303
 chance.williams@mesfire.com

Subtotal \$87,361.24
Shipping Cost \$0.00
Tax Total \$0.00
Total \$87,361.24

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1857993



PUBLIC SERVICES COMMITTEE MEETING

Meeting Date: November 19, 2024

Airport– Taxiway F Reconstruction GDOT FY 2025 Grant Acceptance

Department:	Augusta Regional Airport
Presenter:	Herbert L. Judon, Jr., Airport Executive Director
Caption:	Motion to approve the acceptance of the Augusta Regional Airport (AGS) – Augusta Regional Taxiway F Reconstruction GDOT FY 2025 Grant.
Background:	<p>In November, 2023, AGS submitted their Capital Improvement Plan and GDOT Grant Applications for Fiscal Year 2025 funding to Colette Edmisten and Brian Walden at the Georgia Department of Transportation (GDOT) for the respective project(s). The request included the cost of construction and construction administration / observation services relating to the reconstruction of Taxiway F. Mead & Hunt submitted the 2024 Final AIP Grant Application to Joseph Robinson and Laura Breeding at the Atlanta ADO in June. The FAA has agreed to fund the project applied for in the amount of \$8,898,512. GDOT will provide the contract for the approved projects in the amount of \$444,800.59.</p>
Analysis:	<p>For the acceptance of GDOT FY 2025 Grant:</p> <p>Augusta Regional Airport and the City of Augusta a Georgia State Grant through the Georgia Department of Transportation in the amount of \$444,800.59. This grant was approved for the following project(s) at Augusta Regional at Bush Field Airport:</p> <ul style="list-style-type: none"> • Taxiway F Reconstruction <p>The maximum obligation by GDOT in FY 2025 is \$444,800.59. The remaining cost of the project(s) will be funded through the AIP Grant issued by the FAA in the amount of \$8,006,410.60 and Airport local share totaling \$444,800.59. This amount is 5% of the total AIP Grant Total which includes the Reconstruction of Taxiway F.</p>

It is hereby requested that the Aviation Commission approve, this GDC
2025 Grant in the amount of
\$444,800.59 to complete the respective project(s) referenced above.

Financial Impact:

The Taxiway F reconstruction will be funded primarily (90%) via Federal Aviation Administration (FAA) Grants. The balance of the cost share, 5% each, will be funded locally and by GDOT. The \$444,800.59 represents GDOT's 5% cost share.

Alternatives:

N/A

Recommendation:

Approve the acceptance of the Augusta Regional Airport (AGS) – Augusta Regional Taxiway F Reconstruction GDOT FY 2025 Grant.

**Funds are available in
the following accounts:**

N/A

**REVIEWED AND
APPROVED BY:**

N/A

Revised July 1, 2024

CONTRACT FOR CONSTRUCTION OF AIRPORT

AIRPORT PROJECT NO. AP025-9000-70(245)
PID - T009000

RICHMOND

LIMITED PARTICIPATION

STATE OF GEORGIA

FULTON COUNTY

THIS CONTRACT made and entered into on 10/24/2024, ("Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and AUGUSTA, GEORGIA, D/B/A CITY OF AUGUSTA, ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract. (DEPARTMENT and SPONSOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

RECONSTRUCT TAXIWAY F AT THE AUGUSTA REGIONAL AIRPORT AT BUSH FIELD IN AUGUSTA, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T009000/AP025-9000-70(245) RICHMOND prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated August 19, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as if fully set out herein.

If applicable, for those General Aviation Airports receiving Federal funds, the Special Conditions contained in **Attachment 2**, attached hereto and incorporated herein, shall apply.

(2) At the time of execution of this Contract, the SPONSOR agrees

to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications. Further, SPONSOR will ensure that any airport receiving funding under this Block Grant has submitted for the file a current **Exhibit "A" Property Map** with their request for funding to the DEPARTMENT.

(3) This contract is accepted with the express understanding that no person, firm, corporation, or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) Compensation.

(4.1) Project Costs. The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is EIGHT MILLION EIGHT HUNDRED NINETY-SIX THOUSAND ELEVEN and 78/100 Dollars (\$8,896,011.78). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A to this Contract, which is attached hereto and incorporated as if fully set forth herein.

(4.2) Funding Maximum not to Exceed Amount. The Maximum amount that the Department shall be obligated to pay is FOUR HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED and 59/100 Dollars (\$444,800.59). This amount may be comprised of a combination of AIP and or AIG funds, and or state funds, as set forth specifically below.

It is further agreed that if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A to this Contract, the DEPARTMENT shall be obligated to pay its 5% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in Exhibit A, whichever is less.

(4.2.1) Airport Improvement Program (AIP) Funding. The Parties understand that the maximum amount of AIP funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIP funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

4. It is further understood the SPONSOR will receive the federal share of the Project in the amount of EIGHT MILLION SIX THOUSAND FOUR HUNDRED TEN and 60/100 Dollars (\$8,006,410.60), directly from the Federal Aviation Administration (FAA).

(4.2.2) Airport Infrastructure Program (AIG) Funding. If applicable, SPONSOR understands and agrees that in addition to the representations contained in the SPONSOR'S project applications for the AIG Funds, SPONSOR agrees that pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act of 2021 (Public Law 117-58, Division J, Title VIII) referred to as the Bipartisan Infrastructure Law (BIL), these AIG Funds will be used for the Project at SPONSOR'S airport.

The Parties understand that the maximum amount of AIG funds obligated under this Agreement is ZERO and 00/100 Dollars (\$0.00) and of that maximum amount, the AIG funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation will include state funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
2. It is further agreed that the DEPARTMENT'S obligation will include federal funds in the amount of ZERO and 00/100 Dollars (\$0.00) for the Project as summarized in Exhibit A.
3. It is further understood the SPONSOR'S local share of the project is in the amount of ZERO and 00/100 Dollars (\$0.00).

(4.2.3) Georgia Airport Aid Funding. If applicable, the Parties understand that only state funds shall be obligated under this Agreement. The Parties understand and agree that the maximum amount of state funds, which shall be the DEPARTMENT'S sole obligation, will be in the amount of FOUR HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED and 59/100 Dollars (\$444,800.59) and of that maximum amount, the state funds are allocated and shall apply as follows:

1. It is agreed that the DEPARTMENT'S obligation is the maximum amount the DEPARTMENT shall be obligated to pay which is the total amount of the state share of the Project which is FOUR HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED and 59/100 Dollars (\$444,800.59) as summarized in Exhibit A. However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 5% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less.
2. It is further understood that the SPONSOR'S local share of the Project is in the amount of FOUR HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED and 59/100 Dollars (\$444,800.59).
3. It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs

will be the sole responsibility of the SPONSOR.

(4.2.4) It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

(4.2.5) It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this contract is not changed.

(4.3) Progress Payments. Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

SPONSOR must initiate a payment request for Project accomplishments in accordance with Project progress and receipt of contractor invoices on a monthly basis, but in the event monthly invoices are not accrued, on a quarterly basis. Nonetheless, in the event there is continued grant payment inactivity, defined as no drawdowns over a six (6) month period, and no invoices are received, SPONSOR is hereby advised that such can be cause for termination of this grant agreement.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

(4.4) Records. The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) Compliance with Laws and Standards.

(5.1) Laws. The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, and acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200 and all information required by 2 CFR § 200.332.

(5.2) Standards and Special Provisions. All construction on this Project shall be in accordance and compliance with the 2021 Edition

of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in **Attachment 1**, which are attached hereto and incorporated as if fully set forth herein, and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata Sheet dated August 19, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(5.3) FAA Airport Sponsor Assurances. It is understood and agreed that the FAA Airport Sponsor Assurances, attached hereto and incorporated herein as **Exhibit E**, shall be complied with, completed, and submitted by SPONSOR to the DEPARTMENT, where necessary and as required therein.

(5.4) FAA Certifications.

(a) Prior to the issuance of the Notice to Proceed("NTP"), SPONSOR shall complete and submit to the DEPARTMENT all applicable Airport Improvement Program (AIP) Sponsor's certifications. SPONSOR shall comply with all requirements where necessary and as required therein.

(b) Prior to Contract closeout, SPONSOR shall complete and submit to the DEPARTMENT all applicable closeout documentation. SPONSOR shall comply with all requirements where necessary and as required therein.

(5.5) Other.

(a) Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The SPONSOR will include a provision implementing Buy American in every contract.

(b) Build America, Buy America. The SPONSOR must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

(c) Suspension or Debarment. SPONSOR entering into "covered transactions", as defined by 2 CFR § 180.200, must:

1. Verify the non-Federal entity is eligible to participate in the Federal program by:
 - i. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

- iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

(d) Special Conditions. Reserved unless applicable.

(e) Trafficking in Persons. SPONSOR must post the contact information of the National Human Trafficking Hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms, in accordance with applicable Grant Conditions.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

☒ shall obtain coverage from SPONSOR'S private insurance company or cause SPONSOR'S consultant/contractor to obtain coverage
OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from

insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."

(c) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (i) For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (ii) For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iii) For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (iv) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this Project. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the Project.

(d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:

- a. Name, address, signature, and telephone number of authorized agents.
- b. Name and address of insured.
- c. Name of Insurance Company.
- d. Description of coverage in standard terminology.
- e. Policy number, policy period and limits of liability.
- f. Name and address of the DEPARTMENT as certificate holder.
- g. Thirty (30) day notice of cancellation.
- h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such

monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until the end of the Term as set forth in Section 19, whichever comes first, subject to the Term of this Contract.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. §36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) Audit Requirements.

(14.1) State Audit. In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(14.2) Federal Audit for Sponsors. The SPONSOR must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The SPONSOR must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <https://harvester.census.gov/facweb>. Upon request of FAA, the SPONSOR shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia

Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. §50-36-4(b), O.C.G.A. §35-1-17 et seq., and O.C.G.A. §36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation," as stated in Exhibit F of this Agreement.

(19) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the DEPARTMENT and SPONSOR(S) are encouraged to:

- i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
- ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(20) The Term of this contract shall be two (2) years from the Effective Date.

(21) The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause or for any cause upon written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR, for payment of services rendered prior to the date of termination. It is understood by the Parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage work completed for said work element.

(22) Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Parties, which consent will not be unreasonably withheld.

(23) Non-Waiver. No failure of any Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by another Party with the provisions of this Agreement, and no custom or practice of any Party at variance with the terms and conditions of this Agreement, will constitute

a waiver of any Party's right to demand exact and strict compliance by the another Party with the terms and conditions of this Agreement.

(24) Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of each Party and the successors and assigns of each Party.

(25) Preamble, Recitals and Exhibits. The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

(26) Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(27) Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

(28) Georgia Agreement. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law. The Parties hereby consent to personal jurisdiction and venue in said court and waive any claim of inconvenient forum.

(29) Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

(30) Execution. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

(31) No Third-Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

(32) Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of any Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing

the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on any Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by all Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals.

DEPARTMENT OF TRANSPORTATION:

AUGUSTA, GEORGIA, D/B/A CITY OF AUGUSTA,
ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY:

DATE: 10/23/2024

DATE: 10/14/2024

DocuSigned by:
Russell R McMurry
76D6577D00644FA...
COMMISSIONER

DocuSigned by:
Garnett L. Johnson
113D5626BE8C418...
MAYOR

Garnett L. Johnson

PRINTED NAME

DocuSigned by:
Angela A. Whitehead
74085B5B0FAC425...
Treasurer

ATTEST:

This Contract approved by

AUGUSTA, GEORGIA, D/B/A CITY OF AUGUSTA,
ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY

at a meeting held at:

535 Telfair St, Augusta GA

DATE: 10/14/2024

DocuSigned by:
Angela A. Whitehead
1B2212C6579D4FA...
CLERK SEAL)

582204274

Federal ID/IRS #

APPROVED:

LOCAL GOVERNMENT ATTORNEY

Signed by:
James T. Plunkett
D12AE5242FA14DA...
SIGNATURE

James T. Plunkett

PRINTED NAME

**AUGUSTA REGIONAL AIRPORT AT BUSH FIELD
AUGUSTA, GA**

**SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION
EXHIBIT A**

**GDOT PROJECT NUMBER: AP025-9000-70(245) RICHMOND
PID - T009000**

RECONSTRUCT TAXIWAY F

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	STATE FUNDS
Part 1 State Funds FY25								01250
1	FAA	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$444,800.59 OR 5%, WHICHEVER IS LESS OF THE ACTUAL COST OF \$8,896,011.78 FOR AIRPORT CONSTRUCTION - LIMITED PARTICIPATION	EA	8,896,011.78	\$1.00	\$8,896,011.78	5%	\$444,800.59
Total Part 1						\$8,896,011.78		\$444,800.59
TOTAL PROJECT COST						\$8,896,011.78		\$444,800.59

<u>Federal Grant # and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>	<u>Activity Code</u>
STATE FY25	N/A	<u>\$444,800.59</u>	01250	AVIA
TOTAL MAXIMUM OBLIGATION OF STATE FUNDS THIS CONTRACT:		\$444,800.59		

CFDA: 20.105; UEI: UWFUTLZND7Q6

Indirect Cost Rate - N/A

Research and Development - No

EXHIBIT A - Limited Part.

**AUGUSTA REGIONAL AIRPORT AT BUSH FIELD
AUGUSTA, GA**

**SUMMARY OF CONSTRUCTION ITEMS - DETAIL SHEET
EXHIBIT A**

**GDOT PROJECT NUMBER: AP025-9000-70(245) RICHMOND
PID - T009000**

RECONSTRUCT TAXIWAY F

ITEM	SPEC	DESCRIPTION	Unit	Quantity	Unit Price	TOTAL COST	%	FEDERAL FUNDS (FAA Direct)	%	STATE FUNDS
Part 1 State Funds FY25										01250
Base Bid										
1	C-100.1	Contractor Quality Control Program	LS	1.00	\$609,517.37	\$609,517.37	0%	\$0.00	5%	\$30,475.87
2	C-102.1a	Installation, Maintenance, and Removal of Silt Fence Type A	LF	2,060.00	\$5.14	\$10,588.40	0%	\$0.00	5%	\$529.42
3	C-102.1b	Installation, Maintenance, and Removal of Silt Fence Type C	LF	3,300.00	\$6.29	\$20,757.00	0%	\$0.00	5%	\$1,037.85
4	C-102.1c	Construct, Maintain, and Remove Inlet Sediment Trap - Filter Fabric	EA	1.00	\$541.29	\$541.29	0%	\$0.00	5%	\$27.06
5	C-102.1e	Construct and Remove Temporary Sediment Trap - Rock Outlet	EA	1.00	\$26,664.87	\$26,664.87	0%	\$0.00	5%	\$1,333.24
6	C-102.1f	Construct and Remove Rock Filter Dams	EA	1.00	\$2,462.09	\$2,462.09	0%	\$0.00	5%	\$123.10
7	C-102.1i	Construct, Maintain, and Remove Construction Exit	EA	1.00	\$6,793.52	\$6,793.52	0%	\$0.00	5%	\$339.68
8	C-102.1j	Rip Rap, Type 3, 18" Depth	SY	62.00	\$128.51	\$7,967.62	0%	\$0.00	5%	\$398.38
9	C-102.1k	Water Quality Monitoring and Sampling	EA	2.00	\$1,142.86	\$2,285.72	0%	\$0.00	5%	\$114.29
10	C-102.1l	Water Quality Inspections	EA	9.00	\$857.14	\$7,714.26	0%	\$0.00	5%	\$385.71
11	C-102.1m	Erosion Control Mobilization	LS	1.00	\$8,571.43	\$8,571.43	0%	\$0.00	5%	\$428.57
12	C-102.1n	Emergency Erosion Control Mobilization	LS	1.00	\$17,142.86	\$17,142.86	0%	\$0.00	5%	\$857.14
13	C-105.1	Mobilization, Cleanup, and Demobilization	LS	810,493.28	\$1.00	\$810,493.28	0%	\$0.00	5%	\$40,524.66
14	C-105.2	Airfield Safety and Traffic Control	LS	550,308.35	\$1.00	\$550,308.35	0%	\$0.00	5%	\$27,515.42
15	P-101.1	Asphaltic Concrete Pavement Removal, Full Depth, Off Site	SY	19,590.00	\$11.06	\$216,665.40	0%	\$0.00	5%	\$10,833.27
16	P-101.2	Asphaltic Concrete Pavement Removal, Full Depth Shoulder, Off Site	SY	6,110.00	\$8.59	\$52,484.90	0%	\$0.00	5%	\$2,624.25
17	P-101.3	PCC Concrete Pavement Removal, Full Depth, Off Site	SY	2,170.00	\$53.04	\$115,096.80	0%	\$0.00	5%	\$5,754.84
18	P-101.4	Miscellaneous Pavement Removal, Full Depth, Off Site	SY	200.00	\$126.50	\$25,300.00	0%	\$0.00	5%	\$1,265.00
19	P-152.1	Unclassified Excavation	CY	2,900.00	\$28.23	\$81,867.00	0%	\$0.00	5%	\$4,093.35

CFDA: 20.105; UEI: UWFUTLZND7Q6

Indirect Cost Rate - N/A

Research and Development - No

EXHIBIT A - De

**AUGUSTA REGIONAL AIRPORT AT BUSH FIELD
AUGUSTA, GA**

**SUMMARY OF CONSTRUCTION ITEMS - DETAIL SHEET
EXHIBIT A**

**GDOT PROJECT NUMBER: AP025-9000-70(245) RICHMOND
PID - T009000**

RECONSTRUCT TAXIWAY F

ITEM	SPEC	DESCRIPTION	Unit	Quantity	Unit Price	TOTAL COST	%	FEDERAL FUNDS (FAA Direct)	%	STATE FUNDS
20	P-152.2	Unsuitable/Over Excavation	CY	10,000.00	\$50.70	\$507,000.00	0%	\$0.00	5%	\$25,350.00
21	P-152.3	Embankment in place obtained on-site	CY	4,000.00	\$28.24	\$112,960.00	0%	\$0.00	5%	\$5,648.00
22	P-152.4	Embankment in place obtained off-site	CY	1,000.00	\$39.27	\$39,270.00	0%	\$0.00	5%	\$1,963.50
23	P-152.5	Subgrade Preparation	SY	28,440.00	\$2.72	\$77,356.80	0%	\$0.00	5%	\$3,867.84
24	D-705.1	6-Inch Perforated Polyethylene Underdrain Pipe, Schedule 40, Complete	LF	3,980.00	\$52.26	\$207,994.80	0%	\$0.00	5%	\$10,399.74
25	D-705.2	6-Inch Solid Polyethylene Underdrain Pipe, Schedule 40, Complete	LF	100.00	\$91.27	\$9,127.00	0%	\$0.00	5%	\$456.35
26	D-705.3	Underdrain Clean-out Type I	EA	12.00	\$2,042.81	\$24,513.72	0%	\$0.00	5%	\$1,225.69
27	D-705.4	Underdrain Clean-out Type II	EA	1.00	\$3,759.58	\$3,759.58	0%	\$0.00	5%	\$187.98
28	D-705.5	Underdrain Clean-out Type III	EA	1.00	\$4,046.27	\$4,046.27	0%	\$0.00	5%	\$202.31
29	T-901.1	Temporary Seeding	AC	2.00	\$5,714.29	\$11,428.58	0%	\$0.00	5%	\$571.43
30	T-901.2	Permanent Seeding	AC	2.00	\$5,714.29	\$11,428.58	0%	\$0.00	5%	\$571.43
31	T-901.3	Seeding, Staging Area	AC	5.00	\$5,714.29	\$28,571.45	0%	\$0.00	5%	\$1,428.57
32	T-904.1	Sodding	SY	2,270.00	\$16.00	\$36,320.00	0%	\$0.00	5%	\$1,816.00
33	T-905.1	Topsoiling (Obtain on Site)	CY	1,340.00	\$22.75	\$30,485.00	0%	\$0.00	5%	\$1,524.25
34	T-905.2	Topsoiling, Staging Area	CY	2,470.00	\$25.10	\$61,997.00	0%	\$0.00	5%	\$3,099.85
35	T-908.1	Mulching	SY	53,840.00	\$0.11	\$5,922.40	0%	\$0.00	5%	\$296.12
36	L-108.1	No. 8 AWG, 5kV, L-824 Type C Cable	LF	6,100.00	\$4.00	\$24,400.00	0%	\$0.00	5%	\$1,220.00
37	L-108.2	No. 6 AWG Counterpoise, Including Grounding Rods, Installed	LF	5,220.00	\$5.60	\$29,232.00	0%	\$0.00	5%	\$1,461.60
38	L-108.3	Temporary #8 AWG, 5kV Jumper Cable	LF	210.00	\$7.43	\$1,560.30	0%	\$0.00	5%	\$78.02
39	L-110.1	Concrete Encased Type II Electrical Duct Bank, 8-Way 2-inch C	LF	130.00	\$257.14	\$33,428.20	0%	\$0.00	5%	\$1,671.41
40	L-110.2	Flowable Fill Encased, Electrical Conduit, 1-Way 2-inch C	LF	4,630.00	\$36.57	\$169,319.10	0%	\$0.00	5%	\$8,465.96
41	L-110.3	Non-Encased, Electrical Conduit, 1-Way 2-inch C	LF	590.00	\$13.71	\$8,088.90	0%	\$0.00	5%	\$404.45

CFDA: 20.105; UEI: UWFUTLZND7Q6

Indirect Cost Rate - N/A

Research and Development - No

EXHIBIT A - Detail Sheet 4

**AUGUSTA REGIONAL AIRPORT AT BUSH FIELD
AUGUSTA, GA**

**SUMMARY OF CONSTRUCTION ITEMS - DETAIL SHEET
EXHIBIT A**

**GDOT PROJECT NUMBER: AP025-9000-70(245) RICHMOND
PID - T009000**

RECONSTRUCT TAXIWAY F

ITEM	SPEC	DESCRIPTION	Unit	Quantity	Unit Price	TOTAL COST	%	FEDERAL FUNDS (FAA Direct)	%	STATE FUNDS
42	L-110.4	Demo Concrete Encased Electrical Duct Bank	LF	130.00	\$28.57	\$3,714.10	0%	\$0.00	5%	\$185.71
43	L-115.1	Salvage & Reinstall Precast Electrical Manhole	EA	2.00	\$14,742.86	\$29,485.72	0%	\$0.00	5%	\$1,474.29
44	L-125.1	Salvage Taxiway Edge Light & Remove Base Can	EA	46.00	\$285.71	\$13,142.66	0%	\$0.00	5%	\$657.13
45	L-125.2	Remove PCC Sign Foundation	EA	1.00	\$685.71	\$685.71	0%	\$0.00	5%	\$34.29
46	L-125.3	L-861 Taxiway Edge Light Base Can w/ Salvaged Light	EA	29.00	\$914.29	\$26,514.41	0%	\$0.00	5%	\$1,325.72
47	L-125.4	L-861 Taxiway Edge Light Base Can w/Drainage w/ Salvaged Light	EA	13.00	\$971.43	\$12,628.59	0%	\$0.00	5%	\$631.43
48	L-125.7	Salvage (E) Guidance Sign & Remove PCC Foundation	EA	2.00	\$685.72	\$1,371.44	0%	\$0.00	5%	\$68.57
49	L-125.8	Install Salvaged Guidance Sign on New PCC Foundation	EA	2.00	\$7,085.72	\$14,171.44	0%	\$0.00	5%	\$708.57
50	L-125.9	Taxiway Guidance Sign, 2 Module, Size 2, Style 3, Mode 2 on New PCC Foundation	EA	1.00	\$8,457.14	\$8,457.14	0%	\$0.00	5%	\$422.86
51	L-125.10	Remove Existing Conduit & Cable	LF	4,770.00	\$5.71	\$27,236.70	0%	\$0.00	5%	\$1,361.84
		Total Base Bid				\$4,148,839.75		\$0.00		\$207,442.01
Bid Option 1A (Full Strength Concrete Pavement Items)										
52	P-209.1	Crushed Aggregate Base Course	CY	4,390.00	\$104.66	\$459,457.40	0%	\$0.00	5%	\$22,972.87
53	P-304.1	Cement Treated Base Course (6")	SY	17,060.00	\$23.97	\$408,928.20	0%	\$0.00	5%	\$20,446.41
54	P-501.2	Portland Cement Concrete Pavement (13")	SY	15,460.00	\$105.77	\$1,635,204.20	0%	\$0.00	5%	\$81,760.21
55	X-501.1	Portland Cement Concrete Curing Facility	LS	38,857.14	\$1.00	\$38,857.14	0%	\$0.00	5%	\$1,942.86
56	P-605.1	Joint Sealing Filler	LF	29,950.00	\$4.57	\$136,871.50	0%	\$0.00	5%	\$6,843.58
57	P-620.1	Surface Preparation (Marking Removal)	SF	2,630.00	\$2.29	\$6,022.70	0%	\$0.00	5%	\$301.14
58	P-620.2	Permanent Pavement Markings	SF	19,230.00	\$1.03	\$19,806.90	0%	\$0.00	5%	\$990.35
59	P-620.3	Reflective Media	LBS	730.00	\$8.57	\$6,256.10	0%	\$0.00	5%	\$312.81
60	P-620.4	Temporary Pavement Markings	SF	19,230.00	\$1.60	\$30,768.00	0%	\$0.00	5%	\$1,538.40
61	P-620.5	Thermoplastic Preformed Surface Sign	EA	4.00	\$16,000	\$64,000.00	0%	\$0.00	5%	\$3,200.00
		Total Bid Option 1A				\$2,806,172.14		\$0.00		\$140,308.63

AUGUSTA REGIONAL AIRPORT AT BUSH FIELD
AUGUSTA, GA

SUMMARY OF CONSTRUCTION ITEMS - DETAIL SHEET
EXHIBIT A

GDOT PROJECT NUMBER: AP025-9000-70(245) RICHMOND
PID - T009000

RECONSTRUCT TAXIWAY F

ITEM	SPEC	DESCRIPTION	Unit	Quantity	Unit Price	TOTAL COST	%	FEDERAL FUNDS (FAA Direct)	%	STATE FUNDS
Bid Option 2A (Shoulder Asphalt Pavement Items)										
62	P-220.1	Recycled Asphalt Millings Base Course	CY	7,250.00	\$62.86	\$455,735.00	0%	\$0.00	5%	\$22,786.75
63	P-403.1	Asphalt Pavement Base/Surface Course	TON	2,390.00	\$292.32	\$698,644.80	0%	\$0.00	5%	\$34,932.24
64	P-602.1	Emulsified Asphalt Prime Coat	GAL	1,060.00	\$14.38	\$15,242.80	0%	\$0.00	5%	\$762.14
65	P-603.1	Emulsified Asphalt Tack Coat	GAL	530.00	\$7.19	\$3,810.70	0%	\$0.00	5%	\$190.54
		Total Bid Option 2A				\$1,173,433.30				\$58,671.67
Construction Service Fees										
66	FAA	Pre-Construction	LS	53,614.58	\$1.00	\$53,614.58	0%	\$0.00	5%	\$2,680.73
67	FAA	Construction Management	LS	151,928.98	\$1.00	\$151,928.98	0%	\$0.00	5%	\$7,596.45
68	FAA	Resident Engineering	LS	421,490.12	\$1.00	\$421,490.12	0%	\$0.00	5%	\$21,074.51
69	FAA	Post Construction Services	LS	57,171.67	\$1.00	\$57,171.67	0%	\$0.00	5%	\$2,858.58
70	FAA	Additional Services	LS	13,436.24	\$1.00	\$13,436.24	0%	\$0.00	5%	\$671.81
71	FAA	Quality Acceptance Testing	LS	69,925.00	\$1.00	\$69,925.00	0%	\$0.00	5%	\$3,496.25
		Total Part 1				\$767,566.59				\$38,378.33
		TOTAL PROJECT COST				\$8,896,011.78				\$444,800.59

FAA Federal Grant & FAIN Number	Federal Award Date	Amount	Fund Source	Activity Code
State FY25	N/A	\$444,800.59	01250	AVIA
Total Maximum Obligation of State Funds this Contract:		\$444,800.59		

EXHIBIT B**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of AUGUSTA, GEORGIA, D/B/A CITY OF AUGUSTA, ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY whose address is 535 TELFAIR STREET, SUITE 200, AUGUSTA, GA 30901, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

10/14/2024

Date



Signature

Name:

GARNETT W. JOHNSON

Title:

Mayor

EXHIBIT B



EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	AUGUSTA, GEORGIA, D/B/A CITY OF AUGUSTA, ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T009000/AP025-9000-70(245) Richmond Reconstruct Taxiway F at the Augusta Regional Airport at Bush Field in Augusta, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46923

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/09/2007

Date of Authorization

AUGUSTA, GEORGIA, D/B/A CITY OF AUGUSTA,
ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY

Name of Contractor

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

Garnett L. Johnson

Mayor

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)



10/14/2024

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 10/14/2024

Signed by:



D57283E415A2441...

Notary Public

[NOTARY SEAL]

My Commission Expires: 9/21/2027

EXHIBIT C

EXHIBIT D**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:

- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at [Statewide Sexual Harassment Prevention Policy and Investigation Procedures v.2.pdf](#);
- (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at [Sexual Harassment Training for Employees Modules 1 6 - YouTube](#) prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: 
113D5626BE8C418...

Name: **Garnett L. Johnson**

Position: **Mayor**

Company: AUGUSTA, GEORGIA, D/B/A CITY OF AUGUSTA, ALSO KNOWN AS AUGUSTA-RICHMOND COUNTY

EXHIBIT E
FAA Airport Sponsor Assurances

FAA Airport Sponsor Assurances shall begin on the following pages.

FAA AIRPORT SPONSOR ASSURANCES DO NOT APPLY TO THIS CONTRACT.



**FAA
Airports**

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

EXHIBIT F

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

DocuSigned by:



113D5626BE8C418...

Signature of Authorized Officer or Agent

Garnett L. Johnson

Printed Name of Authorized Officer or Agent

Mayor

Title of Authorized Officer or Agent

10/14/2024

Date

Form Date - May 10, 2024

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION

THIS CERTIFICATION REGARDING LOBBYING
DOES NOT APPLY TO THIS CONTRACT.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: First Name: Middle Name:
Last Name: Suffix:
Title:

SIGNATURE: DATE:

ATTACHMENT 1

Department of Transportation
State of Georgia

SEPTEMBER 5, 2024

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T009000/AP025-9000-70 (245) RICHMOND
RECONSTRUCT TAXIWAY F AT THE AUGUSTA REGIONAL AIRPORT AT BUSH FIELD IN AUGUSTA, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION**

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

**ATTACHMENT 2
SPECIAL CONDITIONS**

THIS CONTRACT DOES NOT CONTAIN ANY SPECIAL CONDITIONS.

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal	Project No.	Project Title
PR000539	AGS	AIP Grant #58 Taxiway F Reconstruction
Requesting grand funds offered by the Federal Aviation Administration for reconstruction of Taxiway F. Cash Match 5% , cash match funding source is 551000000-3952110. EEO required: No. EEO Department Notified: No		

Start Date: 09/02/2024	End Date: 09/01/2028		
Submit Date: 09/09/2024	Department: 081	Augusta Regional	Cash Match? Y
Total Budgeted Amount: 8,898,512.00	Total Funding Agency:	8,453,586.00	Total Cash Match: 444,926.00

Sponsor: GM0004	Fed Aviation Adm
Sponsor Type: F	Federal
Purpose: 19	Airport improvement

Flow Thru ID:

Contacts			
Type	ID	Name	Phone
I	GMI016	Bingham, Risa	(706)826-4773

Approvals			
Type	By	Date	
FA	H. JUDON	09/09/2024	Dept. Signature: <u>Harriet L. Judon Jr.</u>
			Grant Coordinator Signature: <u>NW @ 9/9/2024</u>

- 1.) I have reviewed the Grant application and enclosed materials and:
- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

<u>Donna B. Williams</u>	<u>9-9-2024</u>
Finance Director	Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- ☒ Approve the Department Agency to move forward with the application

☐ Deny the request

<u>Theresa</u>	<u>9/10/24</u>
Administrator	Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.



Meeting Name

Meeting Date: November 12, 2024

Item Name: Georgia Power Electric Bus Charging Stations

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the Georgia Power Electric Transportation Program Customer Proposal. Georgia Power is an approved partner in the Low- and No-Emissions Grant (Low-No) approved by Commission on 6/7/22, item #10 and awarded by FTA.

Background: Augusta Transit engaged Georgia Power Company to help support a turnkey project for EV bus chargers at their depot located at 2844 Regency Blvd, Augusta, GA 30904. In addition to the Make Ready program, which funds the electrical infrastructure up to the point of the charging stations, Georgia Power Company has leveraged internal subject matter experts to identify charging station solutions that fit Augusta Transit's needs.

Analysis: Georgia Power has prepared turnkey installation and commissioning. This will give Augusta outright ownership of the equipment.

Financial Impact: The project will be funded at 90/10 and 80/20 Federal and local respectively. The total cost of the project is \$888,288. Equipment Install Services \$857,490 and Functional Guarantee \$30,778.

The allocated funding breakdown is:

<u>Funding Sources</u>	<u>Total</u>	<u>Split</u>	<u>Federal</u>	<u>Local</u>
FTA Grant GA-2024-017-00	\$675,000	90/10	\$607,500	\$ 67,500
FTA Grant GA-2024-022-00	\$213,270	80/20	\$170,616	\$ 42,654
Total	\$888,270		\$778,116	\$110,154

Alternatives: Deny request.

Recommendation: Approve the request for Transit to move forward with project.

Funds are available in the following accounts: 54709-1234-54-21160
54709-1230-52-12999

REVIEWED AND APPROVED BY: N/A

Agreement for Equipment plus Installation Services

This Agreement Number 12825220-9427 is entered into by and between Augusta Transit, a division of the City of Augusta, Georgia, a Georgia municipality, having offices at 2844 Regency Blvd. Augusta, GA 30904 (“**Buyer**”), and Georgia Power Company, a Georgia corporation having offices at 241 Ralph McGill Boulevard, N.E., Atlanta, GA 30308 (“**Seller**”), as of November __, 2024 (the “**Effective Date**”). This, and all Exhibits, Schedules, and amendments hereto will be referred herein to as the “**Agreement**.”

Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in Exhibit A hereto (General Terms and Conditions).

Parties:				
Seller:	Georgia Power Company, a Georgia corporation with an office at 241 Ralph McGill Boulevard, N.E., Atlanta, GA 30308			
Buyer:	Augusta Transit, a division of the City of Augusta, Georgia, a Georgia municipality having offices at 2844 Regency Blvd. Augusta, GA 30904			
Project Details:				
Project Name:	Augusta Transit Electric Bus Charging			
Project Location:	2844 Regency Blvd. Augusta, GA 30904			
Services:				
Goods and Services:	Electric Bus Charging Equipment + Installation Services			
	2844 Regency Blvd. 30904 Equipment and Installation Services:	Quantity:	Total Price:	Included in Scope?
	Fleet Enterprise Cloud Plan	6	\$34,809.70	Yes
	Buy America Power Link	6	\$152,723.44	Yes
	Buy America Power Block	3	\$97,285.03	Yes
	Buy America Power Module	15	\$275,183.41	Yes
	5 Years Prepaid Assure Link	6	\$40,105.81	Yes
	5 Years Prepaid Assure Block	3	\$97,084.17	Yes

	Power Link Commissioning	3	\$5,021.60	Yes
	Power Block Commissioning	3	\$4,686.82	Yes
	Review of Drawing Sets	1	\$4,686.82	Yes
	Management of Electrification	1	\$6,472.28	Yes
	Concrete Mounting Kit	1	\$0.00	Yes
	Metal Bracket for Conduit	1	\$0.00	Yes
	Initial Station Activation & Configuration	1	\$389.45	Yes
	Freight Cost	1	\$4,702.38	Yes
	Installation/Boltdown of Bus Charging Equipment	1	\$134,338.21	Yes
Specifications:	Attached as <u>Schedule 1</u> . Management of warranty claims arising under the Agreement shall be serviced under Agreement Number 86449584-2696, Schedule 1.			
Price and Payment:				
Contract Price:	Contract Price: \$857,489.11	Total Sum of all Included items in the Goods and Services Section Above		
	Sales Tax: Pricing Assumes the City of Augusta, GA is a tax exempt entity	The City of Augusta, GA shall promptly confirm its Tax-exempt status. The City of Augusta, GA shall reimburse Seller for any taxable amounts if such confirmation is not received.		
	Total Contract Price: \$857,489.11	Total Sum of all Included items in the Goods and Services Section above plus applicable sales tax		
Invoice Schedule: (invoices will be issued within 30 days of each milestone completion)	Seller shall invoice as follows:			
	Milestone:	\$ Amount		
	Upon execution of this Agreement	\$400,000.00		

	Upon procurement of charging equipment	\$300,000.00
	Upon Completion of installation and commissioning of charging equipment	\$117,187.65
	Upon Acceptance and signature of Letter of Completion	\$40,301.46
Exhibit A	General Terms and Conditions	
Exhibit B	Specific Terms and Conditions	
Exhibit C	Form of Change Order	
Schedule 1:	Specifications	
Schedule 2:	Limited Warranty	

EXECUTED by the Parties on the Effective Date.

City of Augusta, GA _____ (SIGNATURE) _____ _____ (PRINT NAME) _____ _____ (PRINT TITLE) _____	Georgia Power Company _____ (SIGNATURE) _____ _____ (PRINT NAME) _____ _____ (PRINT TITLE) _____
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EXHIBIT A

General Terms and Conditions for Equipment plus Installation Services

- A. **Definitions.** Capitalized words shall have the meaning defined herein or as set out in the Agreement.
- a. **"Agreement"** means this Agreement, including all documents belonging to this Agreement as may be set forth therein.
 - b. **"Project"** means the installation, delivery, procurement, maintenance, or operation of certain goods and services at, or intended for, certain commercial property location(s) owned, operated or leased by Buyer.
 - c. **"Project Location"** means the commercial property location(s) owned, operated or leased by Buyer.
 - d. **"Services"** means any and all goods, equipment, labor or services required of the Seller to perform the Services identified in this Agreement, including such that may be reasonably inferred from the Agreement.
 - e. **"Subcontractor"** means any third party providing goods, equipment, labor or services to Seller in relation to any part of the Services.

Section 1: Performance of Services

- A. **Standard of Performance.** Seller warrants it has the necessary resources, financial and otherwise and the experience and capability including sufficient and competent supervisors and other personnel to efficiently and expeditiously perform the Services according to industry standards and in accordance with the Agreement and Seller undertakes that it will continuously maintain sufficient personnel to so accomplish the Services. The Services shall be performed in accordance with all applicable manufacturer warranties, applicable federal and state laws, ordinances, statutes, rules, or regulations, including, but not limited to, Occupational Safety and Health Administration ("**OSHA**") safety and health standards, and prudent industry standards applicable to the Project Location. Seller shall obtain, maintain, and comply with all applicable licensing requirements, permits, consents, and approvals required by law to perform the Services ("**Permits**"). Seller will comply with all policies and procedures applicable to the Project Location.
- B. **Waste; Use of Augusta, Georgia Landfill.** All debris, trash and rubble from the Project shall be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Seller shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal, and all related fees.
- C. **Hazardous Materials.** The term "**Hazardous Materials**" shall mean, collectively, any pollutants, contaminants, hazardous wastes, toxic substances, and hazardous materials, as those terms are defined under by the U.S. Environmental Protection Agency and applicable federal, state and local laws, rules, and regulations. Other than Hazardous Material that have been brought to the Project Location by Seller in the performance of the Services, Seller assumes no risk or liability for any claims, damages, or delays attributable to the presence of Hazardous Materials at the Project Location. Buyer will promptly notify Seller of any Hazardous Materials that to its knowledge are located at any Project Location and of any changes or updates of the foregoing of which the Buyer gains knowledge. In the event Seller or Subcontractors encounter Hazardous Material at the Project Location, other than material that has been brought to the Project Location by Seller in the performance of the Services, Seller and Subcontractors will stop work in the affected area of the Project Location and report the condition to Buyer promptly after discovery. Neither Seller nor Subcontractors will use, or allow another person or entity within Seller's or such Subcontractor's control to use, any part of the Project Location for the storage, use, treatment or sale of any Hazardous Material, except in connection with the provision of the Services and as permitted under applicable laws. Each Party will promptly notify the other Party of any communication, written or oral, received from any governmental agency or other similar entity concerning (i) any alleged violations of any law related to Hazardous Material or (ii) any investigation or request for information relating to Hazardous Material, in each case with respect to the Services or any Project Location.
- D. **Access.** If Seller is denied access to a Project Location, Seller will promptly notify Buyer, and, other than as a result of Seller's breach of the Agreement, Seller will be excused from any resulting delay in performance of Seller's obligations to the extent that such performance is dependent on such access. Buyer may, at reasonable times, inspect the part of the plant, place of business, or work site of Seller or any subcontractor of Seller or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Buyer.
- E. **Schedule.** The Services shall be performed in a timely manner. The Parties shall agree on a schedule indicating the dates/times for the start and completion of the Services and dates/times of various stages of the Services ("**Schedule**"). Seller shall promptly notify Buyer if the Services are delayed or projected to be delayed. Such notice shall include the reasons for such delay and Seller's proposal for acceleration of the progress of the Services to achieve the original completion date. Costs for acceleration shall be borne by Seller unless such delay has been caused by Buyer or other Buyer-Assumed Risks.
- F. **Subcontractors.** Prior to engaging any Subcontractors to perform any of the Services, Seller shall notify Buyer in writing, identifying the Subcontractor, including the qualifications of the Subcontractors and the Services such Subcontractor shall be performing. If Seller utilizes Subcontractors then Seller is directly liable for the performance of all obligations under the Agreement. Upon Buyer's request Seller shall provide lien waivers from any or all Subcontractors. Seller shall be responsible for any nonperformance or deficiencies in performance of the Services by any of its Subcontractors. In

accordance with Chapter 10B of the Augusta, GA. Code, Contractors agree to collect and maintain all records necessary 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 and/or collecting liquidated damages.

- G. 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.
- H. **Improper Conduct and Unqualified Personnel.** Buyer shall have the right to instruct Seller to remove any personnel (including those of Subcontractors) assigned to the Services who do not conduct themselves in accordance with Section 1.A above or unable or unwilling to perform their respective tasks. Any such instruction shall be notified to Seller in writing, stating the reasons therefore. Upon receipt of such instruction, Seller shall promptly remove and replace such personnel with competent approved substitutes at Seller's risk and expense.
- I. **Services Acceptance Procedures.** Unless otherwise mutually agreed by the Parties in writing, the Parties shall adhere to the following procedures with respect to Acceptance (as defined below):
 - a. Seller shall issue to Buyer a written notice indicating that the Seller considers the Services are complete and in compliance with the requirements of the Agreement. Such written notice will indicate that the Services have achieved, at minimum, "Substantial Completion" meaning the Services or designated portion of Services are sufficiently complete and/or the Buyer can receive the benefits of the applicable Services. Incidental corrective, nonmaterial and/or minor items that do not inhibit Buyer's beneficial use of the Services, may, if applicable, (1) be remedied after Substantial Completion and (2) set forth in a punch list provided by the Seller and agreed to by the Buyer.
 - b. Within five (5) days of receipt of notice of Substantial Completion, Buyer shall (i) indicate Buyer's readiness to execute a Certificate of Completion with respect to the Project (a "COC"), or (ii) provide a written description to Seller of any material deficiencies in the applicable Services. Acceptance will be deemed to have occurred and all contractual consequences linked to Acceptance shall occur if Buyer does not complete either of the options set forth in clause (i) or (ii) directly above within the applicable deadline or Buyer commences use of the Services. If Buyer elects the option set forth in clause (ii) above, then Seller shall remedy any actual material deficiencies identified by Buyer in its notice to Seller and shall issue a written notice to Buyer that such material deficiencies have been remedied ("**Notice of Remedy**"). Upon receipt of such Notice of Remedy, Buyer shall exercise its options under clauses (i) or (ii) directly above. Upon the earlier to occur of (a) Buyer's failure to respond to Notice of Remedy within three (3) days, or (b) Buyer's indication of its readiness to execute the applicable COC, Seller shall re-issue the COC for Buyer execution.
- J. **Limited Warranty.**
 - a. **Services.** Seller warrants that it will conduct the Services in a good, workmanlike and diligent manner and that such Services shall conform to generally accepted industry standards. If errors, omissions and/or non-conformities ("**Defects**") in the Services are discovered and promptly brought to the attention of Seller in writing either during the performance of the Services or within twelve (12) months after Acceptance, Seller shall, at its expense, re-perform the affected Services to correct the Defects. All warranties provided to Seller from manufacturers or suppliers with respect to Services will be transferable by their terms to Buyer, as applicable.
 - b. **Goods.** Seller warrants that any goods and/or equipment ("**Goods**") furnished hereunder will be free from Defects in design, material, and workmanship. This warranty will survive for a period of one (1) year after

Acceptance. The foregoing sentence shall not apply to an OEM Warranty (as defined below). If Defects in the Goods are discovered and promptly brought to the attention of Seller in writing within twelve (12) months after Acceptance, Seller shall, at its expense, promptly repair or replace the affected Goods. Repairs or replacements pursuant to warranty shall not renew or extend the applicable original Goods warranty period; provided however, that any such repairs or replacement of Goods shall be warranted for the time remaining of the original warranty period or one hundred and eighty (180) days, whichever is longer. Seller may, at its option, substitute improved products when replacing any Goods.

- c. **OEM Warranty.** With regard to a manufacturer or provider of Goods that is neither Seller nor its affiliate(s) (“**OEM Manufacturer**”), Seller will either assign the OEM Manufacturer’s warranty to Buyer or pass on to Buyer any remedy to which Seller is entitled under that warranty.
 - d. The limited warranties provided hereunder do not apply to any repair, replacement, correction, or maintenance required due to (1) improper use, operation, maintenance, repairs, loss, damage, or service by the Buyer subsequent to the initial installation of the Goods by any person other than Seller or Subcontractors, (2) any Force Majeure Event, (3) power or voltage surge, or (4) any failure by Buyer to use and/or operate the Goods in accordance with the manufacturer’s written instructions or specifications. After Acceptance, Seller shall not be responsible for providing working access to the Defect, including disassembly and reassembly of the part, or for providing transportation to repair or factory facility, all of which shall be at Buyer’s risk and expense.
- K. **Change Orders.**
- a. Change orders must be agreed to in writing by the Parties to be valid (“**Change Order**”). Change Orders may pertain to: (i) change in the scope, (ii) adjustment of the Contract Price, and/or (iii) adjustment to the agreed Project schedule; provided, however, that, if the Parties have agreed upon a time & materials rate card (“**T&M Rate Card**”) in effect at the time of the Change Order and the Change Order requires any adjustment of the Contract Price, then such adjustment shall be in accordance with the T&M Rate Card agreed upon by the Parties. Prior to Buyer’s written consent with respect to a Change Order, Seller shall provide Buyer documentation for Buyer’s evaluation of the costs as presented, including, but not limited to, quotations, invoices, timesheets, and schedules. Seller shall proceed promptly to complete the work set forth in the Change Order upon written consent from Buyer.
 - b. **Seller’s Right to Request a Change Order.** If the Seller considers that an occurrence has taken place for which it is entitled to receive a Change Order, before proceeding with any work affected by such occurrence, shall promptly request in writing that the Buyer issue a Change Order. Any such request shall include details of the occurrence including any relevant dates and the Sections of the Agreement under which Seller considers itself to be entitled to a Change Order. Such occurrences shall include but not be limited to the following: (i) an instruction from Buyer, whether contained in drawings or specifications issued by Buyer or not, which in the opinion of Seller constitutes a revision to the Services; (ii) matters arising under any Section of the Agreement in respect of which it is specifically stated that a Buyer shall bear the costs/time impact thereof; (iii) any failure by Buyer and/or its other contractors to perform its/their obligations timely. Buyer shall within a reasonable time of having received a request for a Change Order and the supporting estimates give notice to the Seller stating: (i) that the proposed Change Order or part thereof is accepted in principle in which case Buyer will issue such Change Order; and/or (ii) that what is requested or part thereof is included in the obligations undertaken by Seller under the terms of the Agreement and that the request is accordingly rejected; and/or (iii) that the request or part thereof is rejected for other stated reasons. Should the Seller wish to pursue any request for a Change Order or part thereof which has been rejected by Buyer it shall notify Buyer thereof and the Parties shall negotiate in good faith to resolve the dispute.
 - c. Seller 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, Seller is deemed to possess knowledge concerning Augusta, Georgia’s ability to assume contractual obligations and the consequences of Seller’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 Seller’s may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Seller 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.

- L. **Review.** Seller shall review all dimensions, elevations, and quantities in documents furnished to it by or on behalf of Buyer. Seller shall promptly notify Buyer of any discrepancy between such documents provided and the conditions at Project Location, or any error or omission in such documents Seller may discover in the course of the Services. Any impact to Seller's costs and/or schedule due to such discrepancies, errors, and/or omissions shall be for the account of Buyer.
- M. **Stop Work Orders.** Buyer may, by written notice to Seller, suspend at any time the performance of all or any portion of the Services (a "**Stop Work Order**"). During the period of suspension, Seller shall use commercially reasonable efforts to use its plant, labor, and equipment in such a manner as to minimize costs associated with the Stop Work Order. Provided that the Stop Work Order is not the result of a Seller Default, Buyer shall reimburse Seller for all amounts invoiced by Seller for Seller's actual costs incurred for (a) reasonable costs incurred for demobilization, storage, and remobilization of Seller's resources, (b) reasonable costs incurred by Seller to prepare and secure the Project Location for the applicable stop and restart of work, (c) standby charge based upon the period of suspension of the Services, which standby charge shall be sufficient as documented by Seller to reimburse Seller for its actual costs of keeping its organization and equipment committed and/or on standby status and (d) actual increased costs of the Services incurred by Seller due to the Stop Work Order. At Buyer's sole discretion and upon notice to Seller, the Stop Work Order can be deemed a Termination for Convenience of the Agreement and Seller shall be owed the amounts stated in Section 4.D. If such temporary suspension lasts longer than forty-five (45) days from the date of the Stop Work Order, then Seller, upon written notice to Buyer, may declare the Stop Work Order to be a Termination for Convenience and Seller shall be owed the amounts stated in Section 4.D.
- N. **Buyer-Assumed Risk.** Seller assumes no risk or liability for any claims, damages, delays to the Services, nor shall Seller be obligated to perform any Services arising out, or as a result, of any of the following: (i) any Force Majeure Event (as defined below); (ii) Buyer's operation of the Goods other than in accordance with the terms of this Agreement and applicable manufacturer's recommendations; (iii) any change to any condition at the Project Location occurring after the Effective Date; (iv) Buyer's breach of the Agreement or negligence, fraud, or willful misconduct; (v) the presence of any and all toxic substances or hazardous materials, or any other unforeseen conditions encountered by Seller at the Project Location that are not introduced by Seller or its Subcontractors; (vi) the location of underground utilities at the Project Location, (vii) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of Seller's Services and which impacts Seller's costs and/or the schedule (viii) Project Location conditions that make it unsafe for Seller or Subcontractors to complete the Services, or any site conditions that are (a) concealed physical conditions that differ materially from those observed on site by Seller or its Subcontractor, or differ from any statements, materials, or representations made by or provided by Buyer, or (b) unknown physical conditions of an unusual or undetectable nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction and maintenance services that are the subject matter of this Agreement; (ix) any liens or encumbrances, other than placed by or consented to by Seller, on any Services (all of the foregoing, collectively, "**Buyer- Assumed Risk**"). If a Buyer-Assumed Risk event occurs, Seller may, in its sole discretion, stop work and/or direct its Subcontractors to stop work and promptly issue a notice to Buyer thereof, provided that in no event shall Seller be obligated to settle any labor dispute or disturbance. Buyer shall be responsible for all costs to investigate and/or resolve any Buyer-Assumed Risk, or any costs and/or Schedule delay incurred by Seller and/or its Subcontractors due to such Buyer-Assumed Risk. Seller shall, if applicable, invoice Buyer for such costs incurred, and Buyer shall pay all amounts invoiced within thirty (30) days of the invoice date.
- O. **Force Majeure.** A Party will be excused from its failure to perform its obligations under this Agreement if and to the extent caused by events reasonably outside of its control ("**Force Majeure Event**"); provided, that the Party whose performance is excused by the Force Majeure Event (i) provides notice to the other Party as soon as is reasonably practicable specifying the Force Majeure Event and (ii) uses reasonable efforts to mitigate or remedy its inability to perform as soon as is reasonably practicable. Notwithstanding the foregoing, the following shall not constitute a Force Majeure Event: (a) economic hardship, changes in market conditions, or insufficiency of funds, or (b) unavailability of equipment and supplies, unless such unavailability itself is the result of a Force Majeure Event. The Party experiencing a Force Majeure Event shall give prompt notice to the other Party.
- P. **Term of Agreement.** As required by O.C.G.A. § 36-60-13, the initial term of this Agreement will begin upon the Effective Date and will expire one year after the Effective Date (the "**Initial Term**"). The Parties intend that the Invoice Schedule and Schedule under 1.E shall be completed in the initial term and thus all payments and services shall be treated as occurring in the Initial Term. For any other obligations on either party after the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (each, a "**Renewal Term**"). This Agreement shall (i) terminate without further obligation on the part of either Party after each Renewal Term, unless terminated earlier in accordance with the termination provisions of this Agreement; (ii) automatically renew after each Renewal Term, unless terminated in accordance with the termination provisions of this Agreement; and (iii) terminate absolutely, with no further renewals, on the five (5) year anniversary of the Effective Date. Notwithstanding anything in the foregoing to the contrary, this Agreement shall terminate automatically upon the issuance of the COC.

Section 2: Payments

- A. **Payment of Contract Price.** Buyer will pay the amounts due to Seller (the “**Contract Price**”) in accordance with the Agreement. Payment shall be made within forty-five (45) days from receipt of Seller’s invoice.
- a. Buyer agrees to pay as liquidated damages to the Seller \$285.83 for each consecutive calendar day after the due date, except for authorized extensions of time by the Seller. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract. The liquidated damages set forth above are not intended to compensate the Seller for any damages other than inconvenience and services associated with collection of the overdue amount.
 - b. **Disputed Payments.** Prior to the expiration of the applicable period for payment of any invoiced amount of the Contract Price, Buyer may, in good faith, dispute any portion of such invoiced amount, including as to whether the Services meet the requirements agreed to in the Agreement, by providing Seller with written notice identifying the basis for such dispute. Thereafter, the payment of such disputed portions of the invoiced amount shall be deferred until such dispute has been resolved in accordance herewith. If a dispute exists with respect to any amount invoiced by Seller, the amount not in dispute shall be promptly paid as described herein, and any disputed amount that is ultimately determined to have been payable by the defaulting Party shall be paid with interest, at the Late Payment Rate, from the date due to the date of payment.
 - c. **Fiscal Non-Appropriations Clause.** Seller acknowledges that Buyer is a governmental entity and that obligations of Buyer payable after a current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Buyer, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated. Buyer shall send a written notice of such termination for Non-Appropriations in accordance with the provisions of this Agreement and such termination shall be effective thirty (30) days’ after the date of such written notice. Notwithstanding, Buyer agrees and acknowledges that it has appropriated all necessary funds to pay the Contract Price without further reliance on subsequent appropriations.
 - d. **Georgia Prompt Pay Act not applicable.** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
 - e. **Defective Pricing.** To the extent that the pricing provided by Seller is erroneous and defective, the Parties may, by written agreement, correct pricing errors to reflect the intent of the Parties.
 - f. The Seller 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 Seller for the purpose of securing business and that the Seller has not received any non-Augusta, Georgia fee related to this Agreement without the prior written consent of Buyer. For breach or violation of this warranty, the Buyer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price the full amount of such commission, percentage, brokerage or contingent fee.
- B. **Method of Payment.** The Parties may agree that any credit or debits owed from or to Seller can be made using an automated clearing house transaction (“ACH”). In such event, Seller shall promptly complete an ACH authorization within five (5) days of such authorization being provided by Buyer.
- C. **Sales Taxes.** Sales and use taxes associated with the Services shall be the responsibility of Buyer. Seller shall indicate, on an invoice, sales or use taxes owed by Seller to the state or taxing authorities for the Services provided hereunder.

Section 3: Insurance

Each Party will obtain and maintain the insurance required herein for the duration of this Agreement, including any Warranty Period. The Parties must provide proof of the required insurance. Insurance policies shall include the other Party, and its affiliates, as loss payees and named insureds, but only to the extent of such parties’ interest in the Services. All insurance must be endorsed to provide that the additional named insured will receive thirty (30) calendar days written notice of cancellation or material change in policy coverage.

- A. Commercial General Liability in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 annual aggregate premises – operations, \$2,000,000 annual aggregate – products – completed operations.
- B. Property, Installation Floater, Builder’s Risk, or other with a minimum coverage equal to the greater of \$50,000 or the full replacement cost of a Party’s equipment.
- C. Pollution liability coverage, including clean up costs, in the minimum amount of \$5,000,000 per occurrence and in the aggregate.

- D. Auto Liability in the minimum amount of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
- E. Worker's Compensation in accordance with the legal requirements in the state where the Project is located.
- F. **Seller Insurance.** With respect to Seller and notwithstanding anything in this Section 3 to the contrary, all insurance required in this Agreement may be furnished in whole or in part under any plan of self-insurance which Seller or any Seller affiliate may have in force and effect from time to time or using a combination of primary, excess, and self-insurance to equal or exceed the minimum combined total for those coverages required herein.

Section 4: Defaults, Risks and Remedies

- A. **Defaults.** Any of the following occurrences will constitute an event of "Default" of a Party: (i) intentional misrepresentation, fraud, willful misconduct, or any material breach of any of the terms of the Agreement; and (ii) with respect to Buyer, the failure to pay any amount due hereunder within ten (10) calendar days after the payment due date, or (iii) filing of a voluntary or involuntary petition in bankruptcy, confession of insolvency, or any assignment for the benefit of creditors. If a Default occurs, the non-defaulting Party may issue a written notice (a "Notice of Default") to the defaulting Party.
- B. **Cure Period.** If the defaulting Party has promptly begun, in good faith, to cure a Default upon receipt of a Notice of Default, the defaulting Party shall thereafter have thirty (30) days following receipt of the Notice of Default to cure such Default, other than in the case of a Buyer Default with respect to failure to make payment when due, for which Buyer will have a five (5) calendar day cure period following Seller's written notice of such payment-related Buyer Default.
- C. **Termination for Default.**
 - a. In the event of a Seller Default and failure of Seller to cure such Default as permitted herein, Buyer may pursue the following remedies without notice or demand: (i) terminate the Agreement in writing; (ii) replace Seller with a third party for performance of the Services and Seller will reimburse all reasonable costs and expenses incurred by Buyer above the Contract Price in connection with the completion of Services; (iii) collect from Seller any amounts due to Buyer under this Agreement; and (iv) exercise all rights and remedies available to Buyer at law or in equity.
 - b. In the event of a Buyer Default, Seller shall have no obligation to provide any Services or perform any other obligation set forth in this Agreement during the applicable cure period. Absent a cure by Buyer to cure such Default as permitted by Section 4.B herein, Seller may pursue the following remedies without notice or demand: (i) terminate this Agreement in writing; (ii) call immediately due the sum of any unpaid invoices, (iii) invoice Buyer for any applicable amounts for Services performed but not yet invoiced as of the date of termination, (iv) invoice Buyer for reasonable and actual costs incurred by Seller as a result of such termination, including substantiated cost of all commitments entered into prior to such termination and demobilization of personnel and equipment, and (v) exercise any and all remedies available to Seller under applicable law or in equity.
- D. **Termination for Convenience.**
 - a. Buyer may order Seller by notice in writing to permanently cease and terminate the performance of the Services. Buyer shall pay Seller, within thirty (30) calendar days of receipt of Seller's invoice of actual and substantiated costs incurred for (1) any applicable amounts for Services performed to date, (2) reasonable and actual costs incurred by Seller on or prior to the date of such termination for convenience, including substantiated cost of all commitments entered into prior to or as a result of any such termination and (3) demobilization of personnel and equipment.
- E. **Allocation of Risk.** Each Party shall be responsible for its acts and omissions in connection with its performance hereunder.

Section 5: Miscellaneous

- A. **Independent Contractor.** Seller and its Subcontractors will perform the Services as independent contractors. Nothing in the Agreement will be construed to hold Seller or a Subcontractor as an agent, employee, or representative of Buyer or entitle Seller any of its or Subcontractor personnel to participate in or receive any benefit from any employee benefit plan sponsored by Buyer.
- B. **Confidential Information.** All drawings, data, documents, and information in relation to the Services, the Project and/or this Agreement, supplied either directly or indirectly by a Party to the other Party or prepared by Seller for the Services shall be kept confidential and shall not be disclosed to any Person without the prior written consent of the disclosing Party, except as may be required by law, regulation or judicial order. Notwithstanding the foregoing, all obligations and rights under this Section 5.B shall be supplementary to any non-disclosure agreement existing or that may be entered into between Seller and Buyer or any of their respective affiliates (each, an "NDA" and collectively, the "NDAs"). In the event of any conflict in the interpretation of the provisions of this Section 5.B and the provisions of any NDA, such

provisions shall be read in a mutually consistent way, or if no such reading is reasonably possible, the provision(s) that are most protective of Confidential Information shall take precedence over conflicting or less protective provision(s).

- C. **Title; Risk of Loss.** Title to any goods, equipment, and/or materials supplied by Seller in connection with the Services will transfer from Seller to Buyer upon the first to occur of i) Acceptance of the Services or ii) payment by Buyer for such Services. Title shall be free and clear of all liens, claims, and encumbrances other than as may be allowed Seller for failure of Buyer to pay amounts when due. Seller will maintain risk of loss until Acceptance, at which time Buyer shall have risk of loss.
- D. **Assignment.** A Party may not assign or transfer this Agreement in whole or in part, without the other Party's prior written consent, which shall not be unreasonably withheld. Seller may assign this Agreement to a third party, including, without limitation, to Patowmack Energy Services, LLC, a Delaware limited liability company with offices at 1808 Adams Mill Road, NW, Washington, DC 20009 ("Sparkfund"). An assignment by Seller shall be effective upon written notice to Buyer (e-mail is acceptable) and upon the effective date of such assignment, Seller shall be fully and completely released from any and all obligations under this Agreement, after which time the Buyer's remedies hereunder shall be directly against Sparkfund pursuant to the terms hereof.
- E. **Seller's Representations and Warranties.** Seller represents and warrants that as of the signature of this Agreement: (i) Seller has the necessary corporate standing and authority, and has received all consents, authorizations, permits and approvals, necessary to fulfill its obligations under the Agreement (ii) the making and performance by Seller of the Agreement does not violate, breach, or conflict with any agreement or legal requirement to which Seller is bound; (iii) there is no action or proceeding pending or, to Seller's knowledge, threatened before any court or governmental authority that could reasonably be expected to have a materially adverse effect on Seller or the transactions contemplated herein; (iv) all warranties provided to Seller from manufacturers or suppliers with respect to Services will be transferable by their terms to Buyer; and (v) to Seller's knowledge, there is no fact or circumstance which could give rise to a default by Seller Default or right of termination under the Agreement.
- F. **Buyer's Representations and Warranties.** Buyer represents and warrants that as of the signature of this Agreement that (i) Buyer has the necessary corporate standing and authority, and has received all consents, authorizations, permits and approvals, necessary to fulfill its obligations under the Agreement; (ii) the making and performance by Buyer of the Agreement does not violate, breach, or conflict with any agreement or legal requirement to which Buyer is bound; (iii) there is no action or proceeding pending or, to Buyer's knowledge, threatened before any court or governmental authority that could reasonably be expected to have a materially adverse effect on Buyer or the transactions contemplated herein, including Buyer's payment obligations; (iv) any intended Project Location is at a commercial location adequate for safe performance of the Services; and (v) Buyer has and shall maintain, throughout the Agreement and at least thirty (30) calendar days after the Warranty Period, the right to either (1) lawfully occupy and possess the Project Location or (2) lawfully have access and grant Seller access to the entirety of the Project Location, as applicable.
- G. **Survival.** Those provisions of this Agreement that, by their nature are intended to survive termination or expiration of this Agreement, shall so survive, including but not limited to Sections 1.J, 1.N, 4.E, 5.B, 5.E, 5.F, 5.H, 5.I, 5.K and 5.L.
- H. **Waiver of Consequential Damages.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY NOR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, OPPORTUNITY, REVENUE, GOODWILL, FINANCING, OR USE IN CONNECTION WITH OR ARISING FROM OR AS A RESULT OF PERFORMING OR A FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, WHETHER SUCH LIABILITY ARISES IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, IN EACH CASE WHETHER OR NOT FORESEEN OR FORESEEABLE.
- I. **Indemnification.**
- a. **Defense of Claims.** The Seller (the "Indemnifying Party") shall, at its own expense, defend the Buyer, its Affiliates and their successors, assigns, directors, officers, employees, and representatives (each, an "Indemnitee") from and against all third-party claims, demands, suits or causes of action (whether at law or in equity and whether based on applicable laws or on theories of contract, tort, strict liability or otherwise) (collectively, "Claim(s)") brought by a third-party as a result of an Indemnifying Party's performance of, or failure to perform, any obligation under this Agreement.
 - b. **Notice and Participation.** The Indemnitee will: (i) give prompt Notice to the Indemnifying Party of any Claim; (ii) provide the Indemnifying Party with reasonable assistance to settle or defend such Claim at the Indemnifying Party's own expense; and (iii) grant to the Indemnifying Party the right to control the defense and/or settlement of such Claim, at the Indemnifying Party's own expense provided, however, that: (a) the failure to so notify, provide assistance and grant authority and control shall only relieve the Indemnifying Party of its obligation to the Indemnitee to the extent that the Indemnifying Party is prejudiced thereby; (b) the Indemnifying Party shall not, without the Indemnitee's consent (such consent not to be unreasonably withheld or delayed), agree to any settlement that makes any admission on behalf of the Indemnitee; or consents to any injunction against the Indemnitee (except an injunction relating solely to the Indemnitee's continued use of any infringing materials); and the Indemnitee shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing but shall have no right to settle a claim without the Indemnifying Party's written consent.

- c. **Indemnification.** The Seller shall pay or reimburse the Buyer for losses, costs, damages, liabilities, fines, penalties and interest; including the costs of settlement, mediation, litigation, arbitration, judgements, expenses and attorney's fees suffered by, or awarded to, an Indemnitee as a result of any Claims relating to (i) the Indemnifying Party's infringement, violation, or misappropriation of a third-party's intellectual property rights; (ii) the Indemnifying Party's violation of law, acts of fraud, gross negligence, or willful misconduct; (iii) damage to, destruction, or loss of real or tangible property; or (iv) injury to or death of any person.
- J. **Limitation of Liability.** IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES (FOR ANY CAUSE WHATSOEVER, INCLUDING DELAY, BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING TO THE PURCHASE ORDER EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AGGREGATE CONTRACT PRICE. THIS LIMITATION OF LIABILITY IS EXCLUSIVE OF OBLIGATIONS DUE TO A BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER.
- K. **Amendments.** Except as otherwise set forth herein, no change, amendment or modification of the Agreement will be valid or binding upon the Parties hereto unless such change, amendment, or modification will be in writing and duly executed by both Parties.
- L. **Choice of Law and Dispute Resolution.** The Agreement will be governed by, and interpreted and construed in accordance with, the laws of the state of Georgia, excluding any choice of law rules.
- M. All claims, disputes, and other matters in question between Buyer and Seller arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Seller, 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.
- N. **No Waiver.** Any waiver of the provisions of the Agreement must be in writing and signed by the Party whose interest would be adversely affected, and will not be implied. No exercise of any right or remedy by a Party constitutes a waiver of any other right or remedy contained or provided by applicable law. Any delay or failure of a Party to exercise, or any

partial exercise of, its rights and remedies under the Agreement, will not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder will be limited to the specific performance waived and will not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

- O . **No Third-Party Beneficiaries.** No third party, including any Subcontractor, will be considered a third-party beneficiary hereunder.
- P . **Entire Agreement.** The Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersede any and all prior negotiations, contracts, agreements, commitments, and writings with respect thereto.
- Q. **Severability.** If any provision of the Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of the Agreement and all other provisions will remain in full force and effect.
- R **Counterparts.** The Seller Agreements may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.
- S. **Construction.** No provision of the Agreement will be construed or interpreted for or against either Party because such Party drafted or caused its legal representative to draft the provision.
- T . **Notices.** All written documentation or notices shall be transmitted via electronic mail and may additionally be sent via post or courier to the addresses set forth on the signature page, or to such other address as a Party may provide in writing.

EXHIBIT B**SPECIFIC TERMS AND CONDITIONS**

Notwithstanding anything to the contrary in the Agreement, Buyer and Seller agree to the following Specific Terms and Conditions. Buyer and Seller acknowledge and agree that the terms and conditions set forth below shall amend and supersede the General Terms and Conditions to the extent such terms and conditions are inconsistent with any terms or conditions therein.

Not Applicable.

EXHIBIT C

Change Order Form
Change Order (Change Order) # XX

Project Name:
Agreement Number:
Date Issued:

This Change Order (Change Order) is issued for the purpose of amending the Services between Seller and Buyer pursuant to Section 1.K of the General Terms and Conditions of the Agreement. Upon signature of this Change Order, Seller is authorized to proceed promptly with the changes to the Services described herein.

Adjusted Services:

Provide brief description of the changed/additional/removed items of scope.

Cost Add/(Deduct) of the Change Order:

Provide the net add/(deduct) value of the changed work here.

Time of performance:

*If time of performance is impacted, provide the magnitude of the change expressed in days/weeks as may be appropriate.
Establish new End Date, when applicable.*

Original Contract Price:	
Cumulative value of prior Change Orders:	
Revised Contract Price:	
Value of this Change Order:	
New Contract Price:	

EXECUTED by the Parties on _____.

City of Augusta, GA	Georgia Power Company
_____ (SIGNATURE) _____	_____ (SIGNATURE) _____
_____ (PRINT NAME) _____	_____ (PRINT NAME) _____
_____ (PRINT TITLE) _____	_____ (PRINT TITLE) _____

Schedule 1
SPECIFICATIONS

Scope Item	Description	Qty
CPCLD-FLEETENT-EXPP-5	Fleet Enterprise Cloud Plan	6
EXPP-PL1011X-5AS1=FTA	Buy America Power Link	6
EXPP-PB1000-350A-PD-FTA	Buy America Power Module	3
EXPP-PM-40kW-FTA	5 Years Prepaid Asssure Link	15
EXPP-PL1000-SINGLE-ASSURE-5	5 Years Prepaid Assure Block	6
EXPP-PL1000-COMMISSIONING	Power Link Commissioning	3
CPS-ENGINEER	Review of Drawing Sets	6
CPS-CONSTRUCTION	Management of Electrification	3
EXPP-PB1000-CMT	Concrete Mounting Kit	1
DC-UNIVERSAL-CMT-METRIC	Metal Bracket for Conduit	1
CPSUPPORT-ACTIVE	Initial Station Activation and Configuration	1
Shipping	Freight	1
Installation/Boltdown of Bus Charging Equipment	Installation/Boltdown of Bus Charging Equipment	1

Schedule 2
LIMITED WARRANTY

See Attached.

Form of Agreement for Ongoing Functional Guarantee Services

This Agreement Number 86449584-2696 is entered into by and between Augusta Transit, a division of The City of Augusta, Georgia, a Georgia municipality, having offices at 2844 Regency Blvd. Augusta, GA 30904 (“**Buyer**”), and Georgia Power Company, a Georgia corporation having offices at 241 Ralph McGill Boulevard, N.E., Atlanta, GA 30308 (“**Seller**”), as of November 1, 2024 (the “**Effective Date**”). This Form of Agreement, and all Exhibits, Schedules, and amendments hereto will be referred herein to as the “**Agreement**.” Georgia Power intends to assign this Agreement to Patowmack Energy Services, LLC, a Delaware limited liability company with offices at 1808 Adams Mill Road, NW, Washington, DC 20009 (“**Sparkfund**” or “**Seller**”) following execution of this Agreement. This Form of Agreement, and all Exhibits, Schedules and amendments hereto will be referred herein to as the “**Agreement**.” Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

Parties:			
Seller:	Georgia Power Company, a Georgia corporation whose registered office is at 241 Ralph McGill Boulevard, N.E., Atlanta, GA 30308		
Buyer:	Augusta Transit, a division of the City of Augusta, Georgia, a Georgia municipality, with offices at 2844 Regency Blvd. Augusta, GA 30904		
Project Details:			
Project Name:	Augusta Transit Electric Bus Charging - Functional Guarantee		
Project Location:	2844 Regency Blvd. Augusta, GA 30904		
Services:			
Services:	Ongoing Functional Guarantee Services for 5 year period, as further defined in Schedule 1		
	City of Augusta, GA Ongoing Services & Functional Guarantee for two EV Charging Stations (“Technology”):	Quantity:	Included in Scope?
	ChargePoint EXPP-PL1011X-5AS1-FTA Power Links and supporting power distribution equipment, installed under Agreement Number 12825220-9427 (“ Installation Agreement ”)	6	Yes
	Management of warranty claims arising under the Installation Agreement, Schedule 2		
Price and Payment:			
Contract Price:	Monthly Contract Price:	\$512.86/ month for 60 monthly payments beginning at Acceptance or Deemed Acceptance under the Installation Agreement	
	Service Term	5 years	
	Total Contract Price:	\$30,778.09	
Exhibit A	General Terms and Conditions		
Exhibit B	Form of Change Order		

Exhibit C	Payment Servicing Acknowledgement
Schedule 1:	Functional Guarantee

EXECUTED by the Parties on the Effective Date.

City of Augusta, GA	Georgia Power Company
_____ (SIGNATURE)	_____ (SIGNATURE)
Garnett L. Johnson _____ (PRINT NAME)	_____ (PRINT NAME)
Mayor _____ (PRINT TITLE)	_____ (PRINT TITLE)

EXHIBIT A

General Terms and Conditions for Ongoing Functional Guarantee Services

- A. **Definitions.** Capitalized words shall have the meaning defined herein or as set out in the Agreement.
- a. **"Agreement"** means this Agreement, including all documents belonging to this Agreement as may be set forth therein.
 - b. **"Project"** means the installation, delivery, procurement, maintenance, or operation of certain goods and services at, or intended for, certain commercial property location(s) owned, operated, or leased by Buyer.
 - c. **"Project Location"** means the commercial property location(s) owned, operated, or leased by Buyer.
 - d. **"Services"** means any and all goods, equipment, labor, or services required of the Seller to perform the Services identified in this Agreement, including such that may be reasonably inferred from the Agreement.
 - e. **"Subcontractor"** means any third party providing goods, equipment, labor or services to Seller in relation to any part of the Services.

Section 1: Performance of Services

- A. **Standard of Performance.** Seller warrants it has the necessary resources, financial and otherwise and the experience and capability including sufficient and competent supervisors and other personnel to efficiently and expeditiously perform the Services according to industry standards and in accordance with the Agreement and Seller undertakes that it will continuously maintain sufficient personnel to so accomplish the Services. The Services shall be performed in accordance with all applicable manufacturer warranties, applicable federal and state laws, ordinances, statutes, rules, or regulations, including, but not limited to, Occupational Safety and Health Administration ("**OSHA**") safety and health standards, and prudent industry standards applicable to the Project Location. Seller shall obtain, maintain, and comply with all applicable licensing requirements, permits, consents, and approvals required by law to perform the Services ("**Permits**"). Seller will comply with all policies and procedures applicable to the Project Location.
- B. **Waste.** Unless otherwise agreed by the Parties and except for Hazardous Materials existing at the Project Location, Seller shall independently arrange for the collection and lawful disposal and/or recycling of debris generated in the performance of its work. Seller will show evidence of collection and disposal in the form of tickets, diversion reports, or other similar documentation from a waste management firm, if requested.
- C. **Hazardous Materials.** The term "**Hazardous Materials**" shall mean, collectively, any pollutants, contaminants, hazardous wastes, toxic substances, and hazardous materials, as those terms are defined under by the U.S. Environmental Protection Agency and applicable federal, state and local laws, rules, and regulations. Other than Hazardous Material that have been brought to the Project Location by Seller in the performance of the Services, Seller assumes no risk or liability for any claims, damages, delays attributable to the presence of Hazardous Materials at the Project Location. Buyer will promptly notify Seller of any Hazardous Materials that to its knowledge are located at any Project Location and of any changes or updates of the foregoing that Buyer gains knowledge of. In the event Seller or Subcontractors encounter Hazardous Material at the Project Location, other than material that has been brought to the Project Location by Seller in the performance of the Services, Seller and Subcontractors will stop work in the affected area of the Project Location and report the condition to Buyer promptly after discovery. Neither Seller nor Subcontractors will use, or allow another person or entity within Seller's or such Subcontractor's control to use, any part of the Project Location for the storage, use, treatment or sale of any Hazardous Material, except in connection with the provision of the Services and as permitted under applicable laws. Each Party will promptly notify the other Party of any communication, written or oral, received from any governmental agency or other similar entity concerning (i) any alleged violations of any law related to Hazardous Material or (ii) any investigation or request for information relating to Hazardous Material, in each case with respect to the Services or any Project Location.
- D. **Access.** If Seller is denied access to a Project Location, Seller will promptly notify Buyer, and, other than as a result of Seller's breach of the Agreement, Seller will be excused from any resulting delay in performance of Seller's obligations to the extent that such performance is dependent on such access.
- E. **Schedule.** The Services shall be performed in a timely manner in accordance with the time periods set forth in Schedule 1.
- F. **Subcontractors.** Prior to engaging any Subcontractors to perform any of the Services, Seller shall notify Buyer in writing, identifying the Subcontractor, including the qualifications of the Subcontractors and the Services such Subcontractor shall be performing. If Seller utilizes Subcontractors then Seller is directly liable for the performance of all obligations under the Agreement. Upon Buyer's request Seller shall provide lien waivers from any or all Subcontractors. Seller shall be responsible for any nonperformance or deficiencies in performance of the Services by any of its Subcontractors. In

accordance with Chapter 10B of the Augusta, GA. Code, Contractors agree to collect and maintain all records necessary 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 and/or collecting liquidated damages.

- G. 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.
- H. **Improper Conduct and Unqualified Personnel.** Buyer shall have the right to instruct Seller to remove any personnel (including those of Subcontractors) assigned to the Services who do not conduct themselves in accordance with Section 1.A above or unable or unwilling to perform their respective tasks. Any such instruction shall be notified to Seller in writing, stating the reasons therefore. Upon receipt of such instruction, Seller shall promptly remove and replace such personnel with competent approved substitutes at Seller's risk and expense.
- I **Limited Warranty.**
 - a. **Services.** The warranty provided hereunder, also called the "Ongoing Functional Guarantee," Seller's obligations and Buyer's remedies thereto, are set forth in Schedule 1.

- b. The limited warranties provided hereunder do not apply to any repair, replacement, correction or maintenance required due to (1) improper use, operation, maintenance, repairs, loss, damage, or service of the Serviced Equipment, (2) any Force Majeure Event, (3) power or voltage surge, or (4) any failure by Buyer to use and/or operate the Serviced Equipment in accordance with the manufacturer's written instructions or specifications. Seller shall not be responsible for providing working access to the Defect, including disassembly and reassembly of the part, or for providing transportation to repair or factory facility, all of which shall be at Buyer's risk and expense. J. **Change Orders.**
- a. Change orders must be agreed to in writing by the Parties in order to be valid ("**Change Order**"). Change Orders may pertain to: (i) change in the scope, (ii) adjustment of the Project Cost, and/or (iii) adjustment to the agreed Project schedule; provided, however, that, if the Parties have agreed upon a time & materials rate card ("**T&M Rate Card**") in effect at the time of the Change Order and the Change Order requires any adjustment of the Project Cost, such adjustment shall be in accordance with the T&M Rate Card agreed upon by the Parties. Prior to Buyer's written consent with respect to a Change Order, Seller shall provide Buyer documentation for Buyer's evaluation of the costs as presented, including, but not limited to, quotations, invoices, timesheets, and schedules. Seller shall proceed promptly to complete the work set forth in the Change Order upon written consent from Buyer.
- b. **Seller's Right to Request a Change Order.** If the Seller considers that an occurrence has taken place for which it is entitled to receive a Change Order, before proceeding with any work affected by such occurrence, shall promptly request in writing that the Company issue a Change Order. Any such request shall include details of the occurrence including any relevant dates and the Sections of the Agreement under which Seller considers itself to be entitled to a Change Order. Such occurrences shall include but not be limited to the following: (i) an instruction from Buyer, whether contained in drawings or specifications issued by Buyer or not, which in the opinion of Seller constitutes a revision to the Services; (ii) matters arising under any Section of the Agreement in respect of which it is specifically stated that a Buyer shall bear the costs/time impact thereof; (iii) any failure by Buyer and/or its other contractors to perform its/their obligations timely. Buyer shall within a reasonable time of having received a request for a Change Order and the supporting estimates give notice to the Seller stating: (i) that the proposed Change Order or part thereof is accepted in principle in which case Buyer will issue such Change Order; and/or (ii) that what is requested or part thereof is included in the obligations undertaken by Seller under the terms of the Agreement and that the request is accordingly rejected; and/or (iii) that the request or part thereof is rejected for other stated reasons. Should the Seller wish to pursue any request for a Change Order or part thereof which has been rejected by Buyer it shall notify Buyer thereof and the Parties shall negotiate in good faith to resolve the dispute.
- c. Seller 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, Seller is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Seller'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 Seller's may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Seller 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.

- K. **Review.** Seller shall review all dimensions, elevations, and quantities in documents furnished to it by or on behalf of Buyer. Seller shall promptly notify Buyer of any discrepancy between such documents provided and the conditions at Project Location, or any error or omission in such documents Seller may discover in the course of the Services. Any impact to Seller's costs and/or schedule due to such discrepancies, errors and/or omissions shall be for the account of Buyer.
- L. **Stop Work Orders.** Buyer may, by written notice to Seller, suspend at any time the performance of all or any portion of the Services. During the period of suspension, Seller shall use commercially reasonable efforts to use its plant, labor, and equipment in such a manner as to minimize costs associated with the Stop Work Order. Provided that the Stop Work Order is not the result of a Seller Default, Buyer shall reimburse Seller for all amounts invoiced by Seller for Seller's actual costs incurred for (a) reasonable costs incurred for demobilization, storage, and remobilization of Seller's resources, (b) reasonable costs incurred by Seller to prepare and secure the Project Location for the applicable stop and restart of work, (c) standby charge based upon the period of suspension of the Services, which standby charge shall be sufficient as documented by Seller to reimburse Seller for its actual costs of keeping its organization and equipment committed and/or on standby status and (d) actual increased costs of the Services incurred by Seller due to the Stop Work Order. At Buyer's sole discretion and upon notice to Seller, the stop work order can be deemed a Termination for Convenience of the Agreement and Seller shall be owed the amounts stated in Section 4.D. If such temporary suspension lasts longer than forty-five (45) days from the date of the Stop Work Order, then Seller, upon written notice to Buyer, may declare the Stop Work Order to be a Termination for Convenience and Seller shall be owed the amounts stated in Section 4.D.
- M. **Buyer-Assumed Risk.** Seller assumes no risk or liability for any claims, damages, delays to the Services, nor shall Seller be obligated to perform any Services arising out, or as a result, of any of the following: (i) any Force Majeure Event (as defined below); (ii) Buyer's operation of the Serviced Equipment other than in accordance with the terms of this Agreement and/or applicable manufacturer's recommendations; (iii) any change to any condition at the Project Location occurring after the Effective Date; (iv) Buyer's breach of the Agreement or negligence, fraud, or willful misconduct; (v)

the presence of any and all toxic substances or hazardous materials, or any other unforeseen conditions encountered by Seller at the Project Location that are not introduced by Seller or its Subcontractors; (vi) the location of underground utilities at the Project Location, (vii) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of Seller's Services and which impacts Seller's costs and/or the schedule (viii) Project Location conditions that make it unsafe for Seller or Subcontractors to complete the Services, or any site conditions that are (a) concealed physical conditions that differ materially from those observed on site by Seller or its Subcontractor, or differ from any statements, materials, or representations made by or provided by Buyer, or (b) unknown physical conditions of an unusual or undetectable nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction and maintenance services that are the subject matter of this Agreement; (ix) any liens or encumbrances, other than placed by or consented to by Seller, on any Services (all of the foregoing, collectively, "Buyer-Assumed Risk"). If a Buyer-Assumed Risk event occurs, Seller may, in its sole discretion, stop work and/or direct its Subcontractors to stop work and promptly issue a notice to Buyer thereof; provided that in no event shall Seller be obligated to settle any labor dispute or disturbance. Buyer shall be responsible for all costs to investigate and/or resolve any Buyer-Assumed Risk, or any costs and/or Schedule delay incurred by Seller and/or its Subcontractors due to such Buyer-Assumed Risk. Seller shall, if applicable, invoice Buyer for such costs incurred, and Buyer shall pay all amounts invoiced within thirty (30) days of the invoice date.

- N. **Force Majeure.** A Party will be excused from its failure to perform its obligations under this Agreement if and to the extent caused by events reasonably outside of its control ("**Force Majeure Event**"); provided, that the Party whose performance is excused by the Force Majeure Event (i) provides notice to the other Party as soon as is reasonably practicable specifying the Force Majeure Event and (ii) uses reasonable efforts to mitigate or remedy its inability to perform as soon as is reasonably practicable. Notwithstanding the foregoing, the following shall not constitute a Force Majeure Event: (a) economic hardship, changes in market conditions, or insufficiency of funds, or (b) unavailability of equipment and supplies, unless such unavailability itself is the result of a Force Majeure Event. The Party experiencing a Force Majeure Event shall give prompt notice to the other Party.

Section 2: Payments

- A. **Payment of Contract Price.** Buyer will pay the costs due to Seller (the "**Contract Price**") in accordance with the Form of Agreement. Payment shall be made within 30 days from receipt of Seller's invoice.
- a. **Late Payments.** Without prejudice to any other remedy available to Seller under law or equity, late payments shall incur a finance charge computed at a "periodic rate" equal to the greater of: (i) the applicable prime rate as published in the Wall Street Journal plus two and a half percent (2.5%) per annum or (ii) the maximum permissible interest rate under applicable law ("**Late Payment Rate**"). Interest charges on late payments are billed monthly and due upon receipt of Seller's invoice. The payment of interest unaccompanied by payment of the delinquent invoice shall not excuse or cure any breach or delay in such payment. Any partial payments received on past due invoices shall be applied first to the payment of finance charges due and then to the oldest past due invoices.
 - b. **Disputed Payments.** Prior to the expiration of the applicable period for payment of any invoiced amount of the Contract Price, Buyer may, in good faith, dispute any portion of such invoiced amount, including as to whether the Services meet the requirements agreed to in the Agreement, by providing Seller with written notice identifying the basis for such dispute. Thereafter, the payment of such disputed portions of the invoiced amount shall be deferred until such dispute has been resolved in accordance herewith. If a dispute exists with respect to any amount invoiced by Seller, the amount not in dispute shall be promptly paid as described herein, and any disputed amount that is ultimately determined to have been payable by the defaulting Party shall be paid with interest, at the Late Payment Rate, from the date due to the date of payment.
 - c. **Georgia Prompt Pay Act not applicable.** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- B. **Method of Payment.** For purposes of this Agreement and as reflected in Exhibit C, Buyer acknowledges and agrees that the payments owed by Buyer to Seller shall be invoiced by Georgia Power Company ("**Georgia Power**") on the bill provided by Georgia Power for power charges ("**On-Bill Payments**") and Buyer shall remit payment in accordance with its obligations with respect to On-Bill Payments. Georgia Power shall apply any sum paid by Buyer through On-Bill Payments first to amounts billed by and owing to Georgia Power related to power (including related fees, surcharges, taxes and other amounts owing in respect thereof, including arrearages in respect of any of the foregoing) (collectively, "**Power Charges**") and then to payments set forth in the Form Agreement, until all such amounts have been paid in their entirety.
- C. **Sales Taxes.** Sales and use taxes associated with the Services shall be the responsibility of Seller. Buyer shall indicate, on an invoice, sales or use taxes owed by Seller to the state or taxing authorities for the Services provided hereunder.

Section 3: Insurance

Each Party will obtain and maintain the insurance required herein for the duration of this Agreement, including any Warranty

Period. The Parties must provide proof of the required insurance. Insurance policies shall include the other Party, and its affiliates, as loss payees and named insureds, but only to the extent of such parties' interest in the Services. All insurance must be endorsed to provide that the additional named insured will receive thirty (30) calendar days written notice of cancellation or material change in policy coverage.

- A. Commercial General Liability in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 annual aggregate premises – operations, \$2,000,000 annual aggregate – products – completed operations.
- B. Property, Installation Floater, Builder's Risk, or other with a minimum coverage equal to the greater of \$50,000 or the full replacement cost of a Party's equipment.
- C. Pollution liability coverage, including clean up costs, in the minimum amount of \$5,000,000 per occurrence and in the aggregate.
- D. Auto Liability in the minimum amount of \$1,000,000 Combined Single Limit Bodily Injury and Property

Damage. E. Worker's Compensation in accordance with the legal requirements in the state where the Project is located.

Section 4: Defaults, Risks and Remedies

- A. **Defaults.** Any of the following occurrences will constitute an event of “**Default**” of a Party: (i) intentional misrepresentation, fraud, willful misconduct, or any material breach of any of the terms of the Agreement; and (ii) failure to pay any amount within ten (10) calendar days after the payment due date or, (iii) filing of a voluntary or involuntary petition in bankruptcy, confession of insolvency, or any assignment for the benefit of creditors. If a Default occurs, the non-defaulting Party may issue a written notice (a “**Notice of Default**”) to the defaulting Party.
- B. **Cure Period.** If the defaulting Party has promptly begun, in good faith, to cure a Default upon receipt of a Notice of Default, the defaulting Party shall thereafter have thirty (30) days following receipt of the Notice of Default to cure such

Default, other than in the case of a Buyer Default with respect to failure to make payment when due, for which Buyer

will have a five (5) calendar day cure period following Seller's written notice of such payment-related Buyer

Default. C. **Termination for Default.**

- a. In the event of a Seller Default and failure of Seller to cure such Default as permitted herein, Buyer may pursue

the following remedies without notice or demand: (i) terminate the Agreement in writing; (ii) replace Seller with a third party for performance of the Services and Seller will reimburse all reasonable costs and expenses incurred by Buyer above the Contract Price in connection with the completion of Services; (iii) collect from Seller any amounts due to Buyer under this Agreement; and (iv) exercise all rights and remedies available to Sparkfund at law or in equity.

- b. In the event of a Buyer Default, Seller shall have no obligation to provide any Services or perform any other obligation set forth in this Agreement during the applicable cure period. Absent a cure by Buyer to cure such Default as permitted herein, Seller may pursue the following remedies without notice or demand: (i) terminate

this Agreement in writing; (ii) call immediately due the sum of any unpaid invoices, (iii) invoice Buyer for any applicable amounts for Services performed but not yet invoiced as of the date of termination, (iv) invoice Buyer for reasonable and actual costs incurred by Seller as a result of such termination, including substantiated cost of all commitments entered into prior to such termination and demobilization of personnel and equipment, and

(v) exercise any and all remedies available to Seller under applicable law or in

equity. D. **Termination for Convenience.**

- a. Buyer may order Seller by notice in writing to permanently cease and terminate the performance of the Services. Buyer shall pay Seller, within thirty (30) calendar days of receipt of Seller's invoice of actual and substantiated costs incurred for (1) any applicable amounts for Services performed to date, (2) reasonable and actual costs incurred by Seller on or prior to the date of such termination for convenience, including substantiated cost of all commitments entered into prior to or as a result of any such termination and (3) demobilization of personnel and equipment.

E. **Indemnification.**

- a. **Defense of Claims.** The Seller (the “Indemnifying Party”) shall, at its own expense, defend the Buyer, its Affiliates and their successors, assigns, directors, officers, employees, and representatives (each, an “Indemnitee”) from and against all third-party claims, demands, suits or causes of action (whether at law or in equity and whether based on applicable laws or on theories of contract, tort, strict liability or otherwise) (collectively, “Claim(s)”) brought by a third-party as a result of an Indemnifying Party's performance of, or failure to perform, any obligation under this Agreement.
- b. **Notice and Participation.** The Indemnitee will: (i) give prompt Notice to the Indemnifying Party of any Claim; (ii) provide the Indemnifying Party with reasonable assistance to settle or defend such Claim at the Indemnifying Party's own expense; and (iii) grant to the Indemnifying Party the right to control the defense and/or settlement of such Claim, at the Indemnifying Party's own expense provided, however, that: (a) the

failure to so notify, provide assistance and grant authority and control shall only relieve the Indemnifying Party of its obligation to the Indemnitee to the extent that the Indemnifying Party is prejudiced thereby; (b) the Indemnifying Party shall not, without the Indemnitee's consent (such consent not to be unreasonably withheld or delayed), agree to any settlement that makes any admission on behalf of the Indemnitee; or consents to any injunction against the Indemnitee (except an injunction relating solely to the Indemnitee's continued use of any infringing materials); and the Indemnitee shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing but shall have no right to settle a claim without the Indemnifying Party's written consent.

- c. **Indemnification.** The Seller shall pay or reimburse the Buyer for losses, costs, damages, liabilities, fines, penalties and interest; including the costs of settlement, mediation, litigation, arbitration, judgements, expenses and attorney's fees suffered by, or awarded to, an Indemnitee as a result of any Claims relating to (i) the Indemnifying Party's infringement, violation, or misappropriation of a third-party's intellectual property rights; (ii) the Indemnifying Party's violation of law, acts of fraud, gross negligence, or willful misconduct; (iii) damage to, destruction, or loss of real or tangible property; or (iv) injury to or death of any person.

Section 5: Miscellaneous

- A. **Independent Contractor.** Seller and its Subcontractors will perform the Services as independent contractors. Nothing in the Agreement will be construed to hold Seller or a Subcontractor as an agent, employee or representative of Buyer or entitle Seller any of its or Subcontractor personnel to participate in or receive any benefit from any employee benefit plan sponsored by Buyer.
- B. **Confidential Information.** All drawings, data, documents, and information in relation to the Services, the Project and/or this Agreement, supplied either directly or indirectly by a Party to the other Party or prepared by Seller for the Services shall be kept confidential and shall not be disclosed to any Person without the prior written consent of the disclosing Party, except as may be required by law, regulation or judicial order. Notwithstanding the foregoing, all obligations and rights under this Section 5.B shall be supplementary to any non-disclosure agreement existing or that may be entered into between Seller and Buyer or any of their respective affiliates (each, an "NDA" and collectively, the "NDAs"). In the event of any conflict in the interpretation of the provisions of this Section 5.B and the provisions of any NDA, such provisions shall be read in a mutually consistent way, or if no such reading is reasonably possible, the provision(s) that are most protective of Confidential Information shall take precedence over conflicting or less protective provision(s).
- C. **Assignment.** Buyer may not assign or transfer this Agreement in whole or in part, without Seller's prior written consent, which shall not be unreasonably withheld.
- D. **Seller's Representations and Warranties.** Seller represents and warrants that as of the signature of this Agreement: (i) Seller has the necessary corporate standing and authority, and has received all consents, authorizations, permits, and approvals, necessary to fulfill its obligations under the Agreement (ii) the making and performance by Seller of the Agreement does not violate, breach, or conflict with any agreement or legal requirement to which Seller is bound; (iii) there is no action or proceeding pending or, to Seller's knowledge, threatened before any court or governmental authority that could reasonably be expected to have a materially adverse effect on Seller or the transactions contemplated herein; (iv) all warranties provided to Seller from manufacturers or suppliers with respect to Services will be transferable by their terms to Buyer; and (v) to Seller's knowledge, there is no fact or circumstance which could give rise to a default by Seller Default or right of termination under the Agreement.
- E. **Buyer's Representations and Warranties.** Buyer represents and warrants that as of the signature of this Agreement that (i) Buyer has the necessary standing and authority, and has received all consents, authorizations, permits, and approvals, necessary to fulfill its obligations under the Agreement; (ii) the making and performance by Buyer of the Agreement does not violate, breach, or conflict with any agreement or legal requirement to which Buyer is bound; (iii) there is no action or proceeding pending or, to Buyer's knowledge, threatened before any court or governmental authority that could reasonably be expected to have a materially adverse effect on Buyer or the transactions contemplated herein, including Buyer's payment obligations; (iv) any intended Project Location is at a commercial location adequate for safe performance of the Services; and (v) Buyer has and shall maintain, throughout the Agreement and at least thirty (30) calendar days after the Warranty Period, the right to either (1) lawfully occupy and possess the Project Location or (2) lawfully have access and grant Seller access to the entirety of the Project Location, as applicable.
- F. **Survival.** Those provisions of this Agreement that, by their nature are intended to survive termination or expiration of this Agreement, shall so survive, including but not limited to Sections 1.J, 1.N, 4.E, 5.B, 5.E, 5.F, 5.H, 5.I, 5.K and 5.L.
- G. **Waiver of Consequential Damages.** EXCEPT FOR BREACHES OF SECTION 6.b, UNDER NO CIRCUMSTANCES WILL EITHER PARTY NOR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, OPPORTUNITY, REVENUE, GOODWILL, FINANCING, OR USE IN CONNECTION WITH OR ARISING FROM OR AS A RESULT OF PERFORMING OR A FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, WHETHER SUCH LIABILITY ARISES IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, IN EACH CASE WHETHER OR NOT FORESEEN OR FORESEEABLE. NOTWITHSTANDING THE FOREGOING, NOTHING IN

THIS SECTION WILL LIMIT A PARTY'S INDEMNITY OBLIGATIONS IN ACCORDANCE WITH SECTION 4.E FROM ALL DAMAGES AWARDED TO A THIRD PARTY IN A CLAIM BROUGHT BY THAT THIRD PARTY AGAINST AN INDEMNITEE, REGARDLESS OF HOW THOSE DAMAGES ARE CHARACTERIZED.

H. **Limitation of Liability.** IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES (FOR ANY CAUSE WHATSOEVER, INCLUDING DELAY, BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING TO THE PURCHASE ORDER EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT

(100%) OF THE AGGREGATE CONTRACT PRICE. THIS LIMITATION OF LIABILITY IS EXCLUSIVE OF THIRD-PARTY LIABILITIES OR OBLIGATIONS DUE TO A BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER.

- I. **Amendments.** Except as otherwise set forth herein, no change, amendment, or modification of the Agreement will be valid or binding upon the Parties hereto unless such change, amendment, or modification will be in writing and duly executed by both Parties.

The law of the State of Georgia shall govern the Agreement between Buyer and Seller with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between Buyer and Seller arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Seller, 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.

- K. **No Waiver.** Any waiver of the provisions of the Agreement must be in writing and signed by the Party whose interest would be adversely affected, and will not be implied. No exercise of any right or remedy by a Party constitutes a waiver of any other right or remedy contained or provided by applicable law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under the Agreement, will not operate to limit or otherwise affect such rights or remedies. Any waiver of performance hereunder will be limited to the specific performance waived and will not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- L. **No Third-Party Beneficiaries.** No third party, including any Subcontractor, will be considered a third-party beneficiary hereunder.
- M. **Entire Agreement.** The Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersede any and all prior negotiations, contracts, agreements, commitments, and writings with respect thereto.
- N. **Severability.** If any provision of the Agreement is determined to be illegal or unenforceable, such determination will not affect any other provision of the Agreement and all other provisions will remain in full force and effect.
- O. **Counterparts.** The Seller Agreements may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.
- P. **Construction.** No provision of the Agreement will be construed or interpreted for or against either Party because such Party drafted or caused its legal representative to draft the provision.
- Q. **Notices.** All written documentation or notices shall be transmitted via electronic mail and may additionally be sent via post or courier to the addresses set forth on the signature page, or to such other address as a Party may provide in writing.

EXHIBIT B

Change Order Form
Change Order (Change Order) # XX

Project Name:
Agreement Number:
Date Issued:

This Change Order (Change Order) is issued for the purpose of amending the Services between Seller and Buyer pursuant to Section 1.I of the General Terms and Conditions of the Agreement. Upon signature of this Change Order, Seller is authorized to proceed promptly with the changes to the Services described herein.

Adjusted Services:

Provide brief description of the changed/additional/removed items of scope.

Cost Add/(Deduct) of the Change Order:

Provide the net add/(deduct) value of the changed work here.

Time of performance:

If time of performance is impacted, provide the magnitude of the change expressed in days/weeks as may be appropriate. Establish new End Date, when applicable.

Original Contract Price:	
Cumulative value of prior Change Orders:	
Revised Contract Price:	
Value of this Change Order:	
New Contract Price:	

EXECUTED by the Parties on _____.

Buyer (SIGNATURE) (PRINT NAME) (PRINT TITLE)	Seller (SIGNATURE) (PRINT NAME) (PRINT TITLE)
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EXHIBIT C

Payment Servicing Acknowledgement

Georgia Power Company

Re: Appointment of Agent and Acknowledgment

Ladies and Gentlemen:

By this letter, the undersigned customer ("Customer") advises Georgia Power Company ("Georgia Power") that Customer is a party to an agreement with Patowmack Energy Services, LLC, its affiliates or subsidiaries ("Sparkfund"), and desires that Georgia Power serve as billing servicer for Sparkfund with respect to the Customer Agreements. In furtherance hereof, Customer hereby acknowledges and agrees as follows:

1. Georgia Power is acting as a designated servicer for Sparkfund, and for purposes of the Customer Agreements, is not acting as agent for Sparkfund or Customer. Georgia Power further has no duty to Customer under the Customer Agreements, pursuant to its capacity as servicer for Sparkfund;
2. Amounts due and owing to Sparkfund under or in connection with the Customer Agreements will appear as separately monthly line items on Customer's bill for electric service from Georgia Power, and will be remitted to Georgia Power in accordance with such billings until instructed otherwise by Sparkfund;
3. Amounts paid by Customer to Georgia Power will be applied first to amounts billed by and owing to Georgia Power for power charges or other products and services provided by Georgia Power to Customer, including related fees, surcharges, taxes, or other amounts owing, including an arrearage (collectively, "Power Charges"), until all such amounts have been paid in their entirety; and (ii) second, to Sparkfund for amounts owing to Sparkfund in respect of the Customer Agreements;
4. Once Customer has paid any amounts to Georgia Power, Georgia Power will not be obligated to return or refund any payments to Customer for any reason, unless: (i) Sparkfund authorizes and directs Georgia Power to return or refund any payment; and (ii) Georgia Power is in possession of the proceeds of the payment;
5. Amounts owing by Customer to Sparkfund in respect of the Customer Agreements, and all other Customer obligations in respect of the Customer Agreements, are independent in all respects from all Customer obligations to Georgia Power and its affiliates for Power Charges, despite the fact that Georgia Power is acting as Sparkfund's servicer for the Customer Agreements. Among other things, Customer acknowledges that it will not have, and hereby waives, any right of setoff Customer may otherwise have against Sparkfund for amounts owing to Georgia Power in respect of Power Charges; and
6. Customer's obligation to pay amounts due and owing to Sparkfund under and in connection with the Customer Agreements is absolute and unconditional, and no action or failure to act on the part of Georgia Power will be: (i) effective to relieve, release, or excuse Customer from any of its obligations to Sparkfund under the Customer Agreements; or (ii) construed to waive, limit, prejudice, or otherwise adversely affect any right, remedy, or power of Sparkfund under the Customer Agreements or applicable law or at equity.

Customer:

By: _____

Name
Printed: _____

Date: _____

SCHEDULE 1

Functional Guarantee

As per Section 1.H of the GTCs.

1. Services. The “Services” contemplated in this Agreement to be provided at the Project Location(s), are set forth in this Section 1 and Table 1 below for the Technology.

Table 1: Services.

Service	Description	Frequency Provided
Guarantee	The Guarantee as set forth in <u>Table 2</u> .	Ongoing after Acceptance or Deemed Acceptance under the Installation Agreement through the Service Term
Customer Support	Seller will be available to receive Technology-related inquiries during Seller’s normal business hours. Buyer may contact Seller’s Customer Support at (404) 267-1496 with any concerns or issues. In the event that Buyer experiences difficulties with the Technology, Performance Reconciliation will be performed as described in <u>Paragraph 3</u> .	Ongoing after Acceptance or Deemed Acceptance under the Installation Agreement through the Service Term
Management of warranty claims	Management of warranty claims arising under the Installation Agreement	Ongoing after Acceptance or Deemed Acceptance under the Installation Agreement through the Service Term

2. Guarantee. The specific benefits guaranteed to be delivered to Buyer are set forth in this Paragraph 2 and Table 2 below. Beginning on the Acceptance or Deemed Acceptance under the Installation Agreement, Seller will ensure that the conditions described below (“**Conditions**”) are met at each Project Location, and in the managed spaces, within each Project Location (“**Spaces**”), all as described below (the “**Guarantee**”).

Table 2: Guarantee.

Identifying the Conditions	After the Acceptance or Deemed Acceptance under the Installation Agreement, Seller will ensure that the following conditions (“ Conditions ”) are met at each managed parking space (“ Managed Parking Space ”) identified in Table 5 (“ Guarantee ”). <ul style="list-style-type: none"> Condition 1: The measured electrical output (measured in kilowatts) that will be available at each Managed Parking Space (“Measured Charging Capacity”) will be at minimum the stated designed electrical output (measured in kilowatts) identified in Table A-1 as the “Technology Charging Capacity per Managed Parking Space”
Conditions to the Guarantee	Guarantee does not apply when: i) the input electricity supply quality or power output causes Technology failure or inability to operate ii) Existing (Not Installed by Seller) electrical infrastructure is unable to support the Technology iii) Existing (Not Installed by Seller) infrastructure failure is caused by system-wide failure or power outage iv) Telecommunications services and warranties cannot be met or executed v) Vehicle battery will not accept proper charge vi) a Buyer-Assumed Risk occurs.

3. Condition Failure Level. “**Condition Failure**” shall mean the failure of the Seller to satisfy, or cause the satisfaction of the Condition(s) set forth in Table 2 during the Agreement Term set forth in Services above. The applicable level of any such Condition Failure (the “**Condition Failure Level**”) shall be calculated as set forth in Table 4.

4. Reconciliation Periods.

- A. **Target Time Periods.** When Seller becomes aware of a Condition Failure, Seller shall make commercially reasonable efforts to (i) respond and gather and/or convey information about the possible Condition Failure within the time period set forth in the corresponding “Target time, Seller response to Buyer” column of Table 3 below and (ii) achieve Performance Reconciliation with respect to such Condition Failure within the time period set forth in the corresponding “Target time, Performance Reconciliation” column of Table 3 below. “**Performance Reconciliation**” shall mean the remedy of the applicable Condition Failure by Seller.
- B. **Guaranteed Time Periods.** When Seller becomes aware of a Condition Failure, Seller shall achieve Performance

Reconciliation with respect to such Condition Failure and notify Buyer of such Performance Reconciliation, within the time period set forth in the corresponding “Guaranteed time, Performance Reconciliation” column of Table 3 below.

Table 3: Guaranteed Time Periods

Condition Failure Category	Description	Target time, Seller response to Buyer	Target time, Performance Reconciliation	Guaranteed time, Performance Reconciliation
Minor Interruption	<p>“Minor Interruption” means a Condition Failure exists, but all of the below conditions set forth below are true with respect to the applicable Technology:</p> <p>Applicable Technology is NOT:</p> <ol style="list-style-type: none"> 1. causing a critical operational or safety issue; 2. unavailable, inoperable, or significantly degraded; or 3. having a material impact on the operations or Buyer's ability to perform their core business. 	3 hours (during normal business hours)	5 business days	30 calendar days
Business Interruption	<p>“Business Interruption” means a Condition Failure exists and any of the below conditions are true with respect to the applicable Technology:</p> <p>Applicable Technology is:</p> <ol style="list-style-type: none"> 1. causing a critical operational or safety issue; 2. unavailable, inoperable, or significantly degraded; or 3. having a material impact on the operations or Buyer's ability to perform their core business. 	3 hours (regardless of whether during or outside of normal business hours)	48 hours	5 business days

Table 4: Condition Failure; Payment Reduction.

Methodology to determine Condition Failure	<p>“Condition Failure Level” will be calculated with respect to the Technology per the equation below, where Condition Failure Level (1) shall not be less than zero.</p> $\text{Condition Failure Level (1)} = (1 - (\sum \text{Measured Charging Capacity (kW)} / (\sum \text{Technology Charging Capacity (kW)}))$
Payment Reduction	<p>In the event of a Condition Failure, Buyer will receive a reduction in Contract Price (a “Payment Reduction”) in an amount calculated as set forth below. A Payment Reduction may not exceed the value of the Contract Price(s) over the associated Reduction Period (defined below).</p> <p>Payment Reduction (\$) = (Reduction Period) / 30 * Contract Price (\$) * Condition Failure Level</p> <p>Where:</p> <ol style="list-style-type: none"> The Condition Failure Level will be equal to the greatest of Condition Failure Levels calculated pursuant to Paragraph 5 and this Table 5. The “Reduction Period” will be the number of days from the first day where the Condition Failure, associated with the applicable Condition Failure Level, persists after the time-period afforded to perform a Performance Reconciliation, until the day that the Condition(s) is achieved. The applicable Payment Reduction shall be applied to the first Contract Price that occurs five or more days after the start of a Reduction Period.
Process Diagram	<p>The following diagram reflects the process during the Agreement Term through which Seller will inspect any possible Condition Failures and, if required, respond to such Condition Failure.</p> <pre> graph LR A[Notice of Condition Failure] --> B[Technology Inspection] B -.-> If no failure detected C[No Further Action] B --> If failure detected D[Measured Condition Failure] D --> E[Performance Reconciliation] E -.-> If properly reconciled F[No Further Action] E --> If not reconciled G[Payment Reduction] </pre>

Table 5: Technology Performance

Project Location*	Number of Managed Parking Spaces*	Technology Charging Capacity per Managed Parking Space
2844 Regency Blvd. Augusta, GA 30904	6	200 kW (@277/480V)

**Office of the Administrator**

Takiyah A. Douse
Interim Administrator

June 7, 2022

Ms. Sharon Dottery
Transit Director
2844 Regency Blvd.
Augusta, GA 30904

Dear Director Dottery:

At the regular meeting held Tuesday, June 7, 2022, the Augusta, Georgia Commission took action on the following:

10. Approved Augusta Transit's application for the Low-No Emissions Competitive 5339 Grant for five (5) Electric Buses with an amended financial impact as follows: Split Federal Local FTA Grant 85/15 totaling \$7,389,500 (Federal-\$6,271,325 and Augusta Public Transit-\$1,118,175) equating to an increase of funds from Augusta in the amount of \$10,750

If you have any questions, please contact me.

In service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator

FY22 FTA Bus and Low- and No-Emission Grant Awards

FTA's FY22 Low- and No-Emission and Bus and Bus Facilities programs will provide \$1.66 billion in grants to transit agencies, territories and states across the country to invest in bus fleets and facilities. Funded by the President's Bipartisan Infrastructure Law, the majority of funded projects will use zero-emissions technology, which reduces air pollution and helps meet the President's goal of net-zero emissions by 2050.

- Read the [press release](#)
- Watch a [1-minute video](#)

State	Project Sponsor	Funding	Bus/Low-No	Description
AK	Ketchikan Gateway Borough, The Bus	\$4,285,436	Low or No Emission	The Ketchikan Gateway Borough will receive funding to buy electric buses and charging equipment. The new buses will help improve service and reliability and, by improving air quality, advance environmental justice in the Ketchikan community in Southeast Alaska.
AK	Gulkana Village Council	\$4,207,093	Buses and Bus Facilities	The Gulkana Village Council, on behalf of Soaring Eagle Transit, will receive funding to build a multi-purpose operations and maintenance facility. The facility, which will be GVC's first bus shelter, will include a warming shelter for riders, administrative and operations offices, and maintenance bays, all of which will help maintain the fleet in a state of good repair and improve service for residents in the Copper Valley.
AK	Fairbanks North Star Borough	\$2,494,728	Low or No Emission	The Fairbanks North Star Borough, located in central Alaska, will receive funding to buy CNG transit buses and CNG paratransit vans for the agency's fixed-route and on-demand transit system. The new vehicles will improve the safety and reliability of transit service for residents in Fairbanks and North Pole.

State	Project Sponsor	Funding	Bus/Low-No	Description
AK	Alaska DOT on behalf of City and Borough of Juneau, Capital Transit	\$2,264,000	Buses and Bus Facilities	The City of Juneau will receive funding to rehabilitate and modernize its vehicle storage and maintenance facility. This project will allow Capital Transit to ensure a state of good repair for its fleet and enable the transit system to continue to provide safe and reliable transit service for residents throughout Juneau.
AK	Metlakatla Indian Community	\$402,257	Buses and Bus Facilities	The Metlakatla Indian Community will receive funding to buy a battery electric bus and charging equipment to initiate fixed-route transit service that connects Metlakatla residents to the Annette Islands Ferry Terminal on the Annette Islands Reserve. This project will improve air quality as well as safety and reliability for riders.
AL	Birmingham-Jefferson County Transit Authority	\$13,654,636	Low or No Emission	The Birmingham-Jefferson County Transit Authority will receive funding to buy compressed natural gas buses and a CNG fueling station. This project and the new vehicles will improve the safety and reliability of transit service for residents in Jefferson County, Alabama.
AL	The Board of Trustees of The University of Alabama	\$7,890,065	Low or No Emission	The University of Alabama will receive funding to replace diesel buses with new electric buses, buy charging equipment train maintenance workers to support the new electric bus fleet. The project will ensure continued service reliability, maintain a state of good repair and, by improving air quality, advance environmental justice in the Tuscaloosa community.
AR	City of Jonesboro, Arkansas	\$878,584	Low or No Emission	The City of Jonesboro will receive funding to buy hybrid buses. The buses will replace older diesel buses and help improve air quality for riders throughout the city.
AZ	City of Phoenix Public Transit Department	\$16,362,600	Low or No Emission	The City of Phoenix Public Transportation Department will receive funding to buy hydrogen fuel cell buses, battery electric buses and charging equipment as well as worker training as part of the initial phase of the city's

State	Project Sponsor	Funding	Bus/Low-No	Description
AZ	City of Tucson, Sun Tran/ Sun Van	\$12,112,400	Low or No Emission	zero-emission transition plan. This project will improve service reliability and air quality throughout the city. The City of Tucson will receive funding to buy battery electric buses and charging equipment for fixed-route and regional paratransit services, connecting Tucson to the Sabino Canyon Recreation Area of the Coronado National Forest. The project will reduce emissions and improve air quality in Tucson metro region.
CA	Los Angeles County Metropolitan Transportation Authority ('Metro')	\$104,160,000	Low or No Emission	The Los Angeles County Metropolitan Transportation Authority will receive funding to buy new battery-electric buses and charging equipment to replace older compressed natural gas buses that have exceeded their useful life. The project supports LA Metro's goal to transition its fleet to zero emissions by 2030.
CA	Fresno, City of	\$17,367,042	Low or No Emission	The City of Fresno will receive funding to buy compressed natural gas replacement buses. This project will help improve service reliability and air quality in the Central Valley.
CA	Santa Clara Valley Transportation Authority (VTA)	\$15,588,800	Buses and Bus Facilities	The Santa Clara Valley Transportation Authority will receive funding to buy battery electric buses and charging equipment at a key multi-modal transit hub. By diversifying power sources, the agency will improve resiliency and better maintain its fleet in a state of good repair.
CA	Gold Coast Transit District	\$12,117,144	Low or No Emission	The Gold Coast Transit District will receive funding to buy hydrogen fuel cell electric buses to replace older compressed natural gas buses that have exceeded their useful life, install a new hydrogen fueling station, and upgrade its maintenance facility. The project will improve service reliability, state of good repair and air quality for

State	Project Sponsor	Funding	Bus/Low-No	Description
CA	City of Fairfield	\$12,016,400	Buses and Bus Facilities	residents living in and around Ventura on California's South Central Coast. The City of Fairfield will receive funding to buy zero emission battery-electric transit buses, charging equipment and upgrade its maintenance facility to support the operation of battery electric buses. This project will improve the safety and reliability of transit service and improve air quality for residents living in Fairfield and Suisun City.
CA	City of Roseville	\$11,617,236	Low or No Emission	The City of Roseville will receive funding to buy electric buses and charging equipment to replace older diesel and gas-powered buses. This project will improve safety, air quality and service for residents living in the small urbanized city located in Placer County in the Sacramento Valley.
CA	Omnitrans	\$9,342,502	Low or No Emission	Omnitrans, the public transit agency serving the San Bernardino Valley, California, will receive funding to buy new fuel cell electric buses, build a hydrogen refueling station, and launch a comprehensive workforce development program, including training and a new apprenticeship program in partnership with San Bernardino Valley College. This project will improve service and reliability while improving air quality for ridership that depends on transit for connections to work, school, medical appointments and other opportunities.
CA	City of Union City - Union City Transit	\$9,342,346	Low or No Emission	The City of Union City will receive funding to buy zero-emission battery electric buses and charging equipment to replace older buses that have reached their useful life. The project will improve air quality, safety and the reliability of transit for residents living in Union City near the San Francisco Bay.

State	Project Sponsor	Funding	Bus/Low-No Emission	Description
CA	SunLine Transit Agency	\$7,819,257	Low or No Emission	SunLine Transit Agency will receive funding to buy hydrogen fuel cell buses and upgrade a liquid hydrogen refueling station, supporting SunLine's transition to a zero-emission fleet and making hydrogen fueling available to other agencies in the region.
CA	SunLine Transit Agency	\$7,146,793	Low or No Emission	SunLine Transit Agency will receive funding to purchase battery electric buses and charging stations, reducing emissions and pollution in the Coachella Valley.
CA	City of Santa Maria	\$6,664,318	Low or No Emission	The City of Santa Maria will receive funding to buy electric buses to replace older diesel buses that have reached their useful life. The buses will improve air quality, safety, reliability and state of good repair for residents living in the most populous city in Santa Barbara County.
CA	Napa Valley Transportation Authority	\$6,341,892	Low or No Emission	The Napa Valley Transportation Authority will receive funding to buy zero-emission battery electric buses and charging stations to be installed at its new bus maintenance facility. This project will improve service reliability and air quality for residents and visitors in Napa County.
CA	Riverside Transit Agency	\$5,153,594	Low or No Emission	The Riverside Transit Agency in southern California will receive funding to buy hydrogen fuel cell powered electric buses and provide training for drivers and mechanics. The buses will replace buses that have exceeded their useful life and help the agency transition to a zero-emission bus fleet.
CA	San Joaquin Regional Transit District (RTD)	\$3,994,277	Low or No Emission	San Joaquin RTD will receive funding to buy hybrid electric buses to expand service frequency in Stockton, including in areas that suffer from higher levels of air pollution.

State	Project Sponsor	Funding	Bus/Low-No	Description
CA	Orange County Transportation Authority	\$2,507,895	Low or No Emission	OCTA will receive funding to purchase zero-emission buses to improve air quality and paratransit service for riders with disabilities.
CA	City of Gardena	\$2,215,647	Low or No Emission	The City of Gardena will receive funding to buy zero-emission battery electric buses to replace older buses that have reached their useful life. This project will improve service reliability and maintain a state of good repair for the fleet.
CA	Riverside Transit Agency	\$1,594,364	Buses and Bus Facilities	The Riverside Transit Agency in southern California will receive funding to buy solar panels to install at bus facilities and train workers in using and maintaining zero-emission buses. The solar panels will help power the facilities, providing a clean, renewable source of energy, reducing greenhouse gas emissions and improving air quality and health in the region.
CA	Yurok Tribe	\$1,280,000	Buses and Bus Facilities	The Yurok Tribe will receive funding to build a bus facility with a charging station and buy state-of-the-art dispatch and real-time arrival software. The project will create jobs and support the planned integration of no-emission electric buses and new transit routes and allow the Tribe to reduce greenhouse-gas emissions while expanding access to healthcare, schools, jobs, and services for the most populous federally recognized Tribe in California.
CA	California DOT on behalf of Redwood Coast Transit Authority	\$296,000	Buses and Bus Facilities	The Redwood Coast Transit Authority will receive funding to replace older vehicles that have exceeded their useful life. The new vehicles will improve the safety and reliability of transit service for residents in Del Norte County.
CO	State of Colorado, Department of Transportation	\$34,765,737	Buses and Bus Facilities	The Colorado Department of Transportation, on behalf of Summit Stage, a rural transit agency serving Summit, Park

State	Project Sponsor	Funding	Bus/Low-No	Description
				and Lake counties, will receive funding to build a new charging and operation bus facility, which will include 100% electrification, fleet storage, and electric vehicle charging. The new facility will replace Summit Stage's current aging facility.
CO	State of Colorado, Department of Transportation	\$5,721,272	Buses and Bus Facilities	Roaring Fork Transportation Authority will receive funding to buy buses to replace ones that have exceeded their useful life. The largest rural transit agency in the nation, RFTA will replace aging diesel buses and save as many as 121,000 pounds of greenhouse gases annually by purchasing CNG buses and modern diesel buses.
CO	Mesa County	\$2,844,274	Low or No Emission	Mesa County on behalf of Grand Valley Transit will receive funding to build a new bus maintenance facility. The new building will allow GVT to hire additional mechanics and better maintain its fleet, which is serving growing demand for transit in and around Grand Junction, improving the state of good repairs and improving service.
CO	State of Colorado, Department of Transportation	\$2,568,000	Buses and Bus Facilities	The Colorado Department of Transportation will receive funding on behalf of San Miguel Authority for Regional Transportation in southwest Colorado to buy buses to replace existing vehicles that have exceeded their useful life and expand service throughout the region. The project will enable the agency to improve its reliability and attract new riders to take transit to higher-paying jobs in Telluride and Mountain Village.
CO	State of Colorado, Department of Transportation	\$2,353,400	Low or No Emission	The Colorado Department of Transportation will receive funding on behalf of Steamboat Springs Transit in Northwest Colorado to replace aging diesel buses with cleaner hybrid buses and upgrade a commuter coach. The project will help improve reliability for transit users, including those who travel to jobs in Steamboat Springs.

State	Project Sponsor	Funding	Bus/Low-No	Description
CO	Colorado Department of Transportation (CDOT)	\$1,814,882	Buses and Bus Facilities	The Colorado Department of Transportation will receive funding on behalf of the town of Vail to buy battery electric buses and charging equipment. The new buses will further the town's goal to transition its fleet to 100% zero emission vehicles by 2032 which, along with a commitment to use 100% of its energy from renewable sources, will greatly reduce its carbon footprint.
CO	Mesa County	\$1,056,984	Low or No Emission	Mesa County on behalf of Grand Valley Transit will receive funding to buy compressed natural gas buses to replace buses that have exceeded their useful life and expand its fleet, which is serving growing demand for transit in and around Grand Junction.
CT	Connecticut Department of Transportation (CTDOT)	\$20,394,000	Buses and Bus Facilities	The Connecticut Department of Transportation will receive funding on behalf of the Connecticut Southeast Area Transit District to rehabilitate its Preston transit facility, buy battery electric buses and launch a training program to help staff operate and maintain zero-emission buses. The agency has committed to a 100% zero-emission fleet and plans to create new jobs through construction and charger installation.
DC	District Department of Transportation	\$9,590,000	Low or No Emission	The Washington, D.C. District Department of Transportation will receive funding to buy battery electric buses to replace diesel vehicles and increase the size of the DC Circulator fleet. This will enhance access to transit and facilitate environmental justice by improving air quality—particularly for minority/low-income residents—as part of programs to reduce greenhouse-gas emissions by 60 percent by 2032.
DE	Delaware Transit Corporation	\$11,000,000	Buses and Bus Facilities	The Delaware Transit Corporation will receive funding to install overhead charging stations, a large charger that would contain individual chargers, and a hydrogen fueling

State	Project Sponsor	Funding	Bus/Low-No	Description
FL	Central Florida Regional Transportation Authority d/b/a LYNX	\$16,132,025	Low or No Emission	<p>station, all of which will support the purchase of an estimated battery-electric buses and hydrogen-fuel-cell electric buses.</p> <p>The Central Florida Regional Transportation Authority will receive funding to buy battery electric buses, electric cutaways, and charging equipment to replace diesel and gas vehicles that have reached their useful life. The new electric vehicles will reduce carbon emissions and support LYNX's plans to transition its fleet to low or zero-emission vehicles by 2028.</p>
FL	Jacksonville Transportation Authority	\$15,417,310	Low or No Emission	<p>The Jacksonville Transportation Authority will receive funding to buy compressed natural gas buses and charging equipment for six battery electric buses. The buses will replace older diesel buses, helping reduce emissions and improve service reliability for riders in and around Jacksonville.</p>
FL	Florida Department of Transportation	\$6,478,370	Low or No Emission	<p>The Florida Department of Transportation will receive funding on behalf of LYNX to buy as many as 10 compressed natural gas buses to replace diesel buses that have exceeded their useful life. The project will reduce emissions and improve service reliability for historically disadvantaged rural communities in Orange, Osceola, and Seminole counties.</p>
FL	Lee County Board of County Commissioners	\$3,863,430	Low or No Emission	<p>The Lee County Transit Department will receive funding for its LeeTran transit agency to buy battery electric buses to replace diesel hybrid buses that have reached their useful life. These new clean, quiet, and modern vehicles will help eliminate emissions and improve air quality along routes serving high concentrations of minority and low income populations.</p>

State	Project Sponsor	Funding	Bus/Low-No Emission	Description
GA	Metropolitan Atlanta Rapid Transit Authority (MARTA)	\$19,302,650	Low or No Emission	The Metropolitan Atlanta Rapid Transit Authority will receive funding to purchase new battery electric buses and charging equipment to replace older CNG buses that have surpassed their useful life. The project will improve air quality in the Atlanta area and bolster the transit workforce by supporting a 2-year apprenticeship program and collaborations with local technical colleges.
GA	Augusta Richmond County	\$6,271,325	Low or No Emission	Augusta Transit will receive funding to buy and deploy battery electric buses and charging equipment to replace aging diesel buses that have exceeded their useful life. This project will improve service reliability and the rider experience and help Augusta Transit meet its Climate Action Plan goals.
GA	Chatham Area Transit Authority	\$5,451,844	Low or No Emission	Chatham Area Transit will receive funding to buy and deploy battery electric buses as well as depot and on-route fast chargers. The project will support CAT's Grow Green Initiative by replacing older diesel vehicles, helping reduce maintenance costs and provide better service while reducing the agency's carbon footprint.
HI	Hawaii Department of Transportation (HDOT)	\$23,186,682	Low or No Emission	The Hawaii Department of Transportation will receive funding on behalf of Hawaii, Kauai, and Maui counties to buy a mix of zero-emission buses, battery electric buses, and fuel cell electric buses. The new vehicles will replace diesel buses and three retrofitted hydrogen fuel cell cutaways that have exceeded their useful life.
HI	Honolulu Department of Transportation Services	\$20,000,000	Low or No Emission	The Honolulu Department of Transportation Services will receive funding to buy battery electric buses. The new vehicles will advance the transition from diesel fuel buses to battery electric buses, support Honolulu's climate goals, advance workforce training, and provide rides in historically disadvantaged communities.

State	Project Sponsor	Funding	Bus/Low-No	Description
HI	Hawaii Department of Transportation (HDOT)	\$12,000,000	Bus and Bus Facilities	The Hawaii Department of Transportation will receive funding on behalf of Hawaii, Kauai and Maui counties to undertake bus stop and facility improvements, including installing equipment to help transition its fleet to electric buses by 2035.
IA	Iowa Department of Transportation (IADOT)	\$15,844,561	Bus and Bus Facilities	The Iowa Department of Transportation will receive funding for urban and rural transit agencies to buy battery electric buses and charging equipment. The project will also support the construction of transit facilities and workforce development activities. The project will reduce operating costs and emissions while improving transit service in communities across Iowa.
IA	Iowa Department of Transportation	\$12,000,000	Bus and Bus Facilities	The Iowa Department of Transportation will receive funding to buy new buses, cutaways, and vans, replacing older vehicles for 26 of Iowa's transit systems. The project will improve transit system conditions and service reliability and lower maintenance costs for providers across the state.
IA	City of Davenport, Iowa	\$4,874,993	Low or No Emission	The City of Davenport will receive funding to buy battery electric buses and charging equipment to replace older diesel vehicles that have exceeded their useful life. The clean and quiet zero-emission vehicles will serve routes with the highest ridership and reduce the city's carbon output by using renewable energy to charge its vehicles.
ID	Valley Regional Transit	\$17,386,450	Low or No Emission	Valley Regional Transit in Boise will receive funding to buy battery electric vehicles and chargers, replacing buses that have exceeded their useful life. The project includes workforce development and will improve transit in one of the region's fastest-growing areas.
ID	Transportation, Idaho Department	\$384,000	Bus and Bus Facilities	The Idaho Department of Transportation will receive funding on behalf of Mountain Rides in Blaine County to

State	Project Sponsor	Funding	Bus/Low-No	Description
IL	Chicago Transit Authority (CTA)	\$28,836,080	Buses and Bus Facilities	buy commuter vans. The project will improve commuter and non-emergency medical transportation services in a primarily rural area. The Chicago Transit Authority will receive funding to buy electric buses and modernize electrical, communications, and safety systems at the Chicago bus garage as part of their efforts to transition to an all-electric bus fleet by 2040. This will reduce greenhouse gas emissions, advance environmental justice, and create good-paying jobs while saving more than 8,270 tons of CO2 emissions within a historically disadvantaged community.
IL	Decatur Public Transit System	\$16,840,000	Low or No Emission	The Decatur Public Transit System will receive funding to buy battery electric buses, train staff to operate and maintain the new vehicles, and upgrade electrical systems and install solar panels at a new bus barn. This will ensure riders in the area retain access to jobs, schools, and essential services, all while reducing greenhouse gas emissions by 45 percent per vehicle.
IL	Bloomington-Normal Public Transit System	\$13,076,800	Buses and Bus Facilities	The Bloomington-Normal Public Transit System's Connect Transit will receive funding to buy battery-electric vehicles and zero-emission microtransit vehicles, as well as build a facility to house microtransit and paratransit vehicles and conduct workforce training.
IL	Rockford Mass Transit District	\$6,328,980	Low or No Emission	The Rockford Mass Transit District will receive funding to buy hybrid-electric buses. This will create good-paying jobs and help reduce greenhouse gas emissions.
IL	Springfield Mass Transit District	\$5,927,788	Low or No Emission	The Springfield Mass Transit District will receive funding to buy diesel-hybrid buses and compressed natural gas buses. This will reduce greenhouse gas emissions and allow the agency to continue its transition to a low-emission fleet while creating good-paying jobs and

State	Project Sponsor	Funding	Bus/Low-No	Description
IN	Bloomington Public Transportation Corporation	\$7,040,000	Low or No Emission	providing access to jobs, doctors, schools, and essential services for individuals who live in areas of persistent poverty. The Bloomington Public Transportation Corporation will receive funding to buy battery electric buses, install an estimated charging stations, and provide training to its workers. This will allow the agency to increase the frequency of service and reduce carbon emissions by an estimated 7 million pounds over 14 years.
IN	Indianapolis Public Transportation Corporation	\$33,000,000	Buses and Bus Facilities	The Indianapolis Public Transportation Corporation will receive funding to build a multi-purpose operations and maintenance facility that will also serve as the agency's headquarters. Once completed, the project will include charging facilities and allow IndyGo to expand its bus fleet to fully implement its network redesign and meet the current and future needs of riders.
KS	City of Wichita	\$3,951,078	Low or No Emission	Wichita Transit will receive funding to buy battery electric buses and chargers to replace aging diesel buses and move closer to the agency's goal of operating an entirely electric fleet by 2032. The new buses will improve access and mobility for vulnerable populations in Wichita while reducing exposure to harmful transportation-related emissions.
KS	City of Lawrence, KS - Lawrence Transit	\$3,279,655	Low or No Emission	Lawrence Transit will receive funding to buy long-range battery electric buses and low-floor cutaway buses to replace diesel buses that exceeded their useful life. The new buses will reduce direct carbon emissions by 146 tons annually and move Lawrence Transit closer to its goal of installing an entirely zero-emission fleet by 2035.

State	Project Sponsor	Funding	Bus/Low-No Emission	Description
KY	Transit Authority of Lexington-Fayette Urban County Government	\$6,359,880	Low or No Emission	The Transit Authority of Lexington-Fayette Urban County Government will receive funding to improve its compressed natural gas fueling infrastructure, make safety improvements to the Lextran maintenance facility, and buy new CNG buses to replace aging diesel vehicles. The project will help reduce emissions, improve transit worker safety and increase service reliability for riders.
KY	Kentucky Transportation Cabinet	\$3,265,592	Buses and Bus Facilities	The Kentucky Transportation Cabinet will receive funding on behalf of seven rural transit agencies serving 36 counties to purchase buses and upgrade technology on vehicles. The project will both replace older vehicles and expand the existing fleet to enhance transit access and mobility for rural communities around the state.
KY	Transit Authority of Northern Kentucky	\$3,091,200	Low or No Emission	The Transit Authority of Northern Kentucky will receive funding to buy hybrid electric buses to replace older diesel buses that have exceeded their useful life. The project will reduce emissions and improve service reliability for TANK, which serves 35 cities and three counties in northern Kentucky and Cincinnati.
KY	Transit Authority of River City (TARC)	\$7,411,032	Buses and Bus Facilities	The Transit Authority of River City will receive funding to buy as many as six battery electric buses and charging infrastructure to replace older diesel vehicles that have exceeded their useful life. The project will fully electrify a corridor that connects multiple minority and low-income neighborhoods with job centers.
LA	Jefferson Parish	\$6,880,000	Low or No Emission	Jefferson Parish will receive funding to buy hybrid electric buses to replace diesel buses that have reached their useful life. The project will reduce emissions and maintenance costs while improving service reliability for New Orleans area riders.

State	Project Sponsor	Funding	Bus/Low-No Emission	Description
MA	Massachusetts Bay Transportation Authority	\$116,000,000	Low or No Emission	The Massachusetts Bay Transportation Authority will receive funding to buy new battery-electric buses to replace older diesel buses that have reached their useful life and launching a workforce development program to support training and safety efforts.
MA	Pioneer Valley Transit Authority	\$54,000,000	Buses and Bus Facilities	Pioneer Valley Transit Authority will receive funding to electrify and modernize its Cottage Street bus facility to meet its goal to convert 100% of the bus fleet to battery-electric buses and buy battery-electric buses to replace traditional diesel-powered buses that have exceeded their useful life. The project will also repair and upgrade the Bus Bay Expansion Project at the University of Massachusetts Amherst bus maintenance facility and improve the safety, service capacity and reliability of PVRTA's buses to help meet demand.
MA	Southeastern Regional Transit Authority	\$12,240,000	Low or No Emission	Southeastern Regional Transit Authority will receive funding to buy hybrid electric buses to replace vehicles that have exceeded their useful life. The new buses will reduce SRTA's carbon footprint and increase efficiency while saving nearly 10,500 gallons of fuel annually.
MA	Massachusetts Department of Transportation (MassDOT)	\$4,143,750	Low or No Emission	The Massachusetts Department of Transportation will receive funding to buy propane buses to replace older diesel vehicles. This project will reduce emissions and allow more sustainable transit services in Nantucket.
MA	Berkshire Regional Transit Authority	\$2,457,328	Low or No Emission	The Berkshire Regional Transit Authority in western Massachusetts will receive funding to replace aging diesel buses with hybrid electric buses as well as the 20-year-old HVAC system at its intermodal transit center in Pittsfield. The project will help improve the state of repair of the agency's fleet, which serves Berkshire County, including the 10% of households that do not own vehicles.

State	Project Sponsor	Funding	Bus/Low-No Buses and Facilities	Description
MD	Prince Georges County Government	\$25,000,000	Buses and Bus Facilities	Prince George's County Government will receive funding to buy zero-emission, battery electric buses and upgrade the electrical system at their transit depot, add additional electric chargers at multiple transit hubs and install a microgrid. The project will create good-paying jobs, reduce greenhouse gas emissions by an estimated 1,228 metric tons per year, and provide access to jobs, schools, and essential services, particularly for those in historically disadvantaged communities.
MD	Montgomery County (MD) Department of Transportation	\$14,875,975	Low or No Emission	The Montgomery County Department of Transportation will receive funding to buy zero-emission buses powered by hydrogen fuel cell technology. MCDOT, which operates close to 400 buses in Maryland's most populous county, has committed to transition to a zero-emission fleet by 2035.
MD	Maryland Transit Administration - Anne Arundel County	\$1,890,000	Low or No Emission	Maryland Transit Administration will receive funding on behalf of Anne Arundel County to buy diesel-electric hybrid buses as part of their five-year plan to transition to a zero-emission fleet.
ME	Biddeford-Saco-Old Orchard Beach (BSOOB) Transit Committee	\$2,047,407	Low or No Emission	The Biddeford-Saco-Old Orchard Beach Transit Committee will receive funding to buy battery electric buses to replace diesel buses. This will provide safe and reliable transportation for transit-reliant residents and reduce greenhouse gas emissions by an estimated 4.8 million pounds over the buses' 12-year life cycle.
MI	Michigan Department of Transportation	\$12,000,000	Buses and Bus Facilities	Michigan DOT will receive funds to assist transit agencies and non-profit organizations that provide public transit service to replace buses and vans that have exceeded their useful life, and buy additional buses to expand service in rural areas. The project will also fund the conversion of diesel buses to propane, install electric charging

State	Project Sponsor	Funding	Bus/Low-No	Description
MI	City of Detroit	\$6,912,404	Buses and Bus Facilities	infrastructure, and buy software for scheduling and e-ticket services. The Detroit Department of Transportation will receive funding to buy battery electric buses and install charging equipment, part of the state's plan to eliminate greenhouse gas emissions by 2050. Greenhouse gases and their effect on the environment disproportionately impact the historically disadvantaged communities that DDOT serves.
MI	Mass Transportation Authority	\$4,334,800	Low or No Emission	MTA Flint will receive funding to buy hydrogen fuel cell buses and upgrade equipment for an existing hydrogen refueling station. The zero-emission buses will replace diesel-hybrid transit buses that have exceeded their useful life.
MI	City of Midland Dial-A-Ride	\$167,257	Low or No Emission	The City of Midland Dial-A-Ride will receive funding to buy electric transit vans to replace older gas- powered buses that have exceeded their useful life. The project will reduce greenhouse gas emissions and support workforce training and development.
MN	SouthWest Transit	\$8,127,891	Low or No Emission	SouthWest Transit, which serves the southwest Minneapolis cities of Chaska, Chanhassen and Eden Prairie will receive funding to buy battery electric buses and charging equipment to replace vehicles that have exceeded their useful life. SWT has set a goal to switch over its express and microtransit fleets to electric vehicles over the next 20 years.
MN	MN Chippewa Tribe-White Earth Band of Chippewa Indians	\$3,607,642	Buses and Bus Facilities	White Earth Public Transit will receive funding to build a new bus facility and office space in Waubun. The facility will include a passenger terminal as well as bus storage and maintenance, improving the efficiency and reliability of transit service.

State	Project Sponsor	Funding	Bus/Low-No Emission	Description
MN	Minnesota Department of Transportation	\$3,414,680	Low or No Emission	The Minnesota Department of Transportation will receive funding to buy battery electric buses and charging equipment to replace buses that are part of four rural transit fleets. MnDOT will provide training for transit workers throughout the transition, part of its goal to help improve the overall state of good repair for the state's transit fleet and achieve its greenhouse gas reduction goals.
MN	Prairie Island Indian Community	\$1,616,426	Low or No Emission	The Prairie Island Indian Community in Red Wing will receive funding to buy battery-electric buses and charging equipment and train transit workers to operate and maintain vehicles powered with new technologies. The buses will replace vehicles that had reached their useful life and help the tribe achieve its net zero-emission goals, which it plans to achieve through conservation, energy efficiency, renewable energy generation and vehicle electrification.
MN	Bois Forte Band of Chippewa	\$739,500	Low or No Emission	The Bois Forte Band of Chippewa will receive funding to buy propane-fueled buses to replace diesel buses to improve the efficiency of its Big Woods Transit fleet and minimize negative environmental impacts in the Arrowhead region of northern Minnesota. The buses will lessen idle time in cold weather, reduce fuel cost, and by emitting less carbon dioxide than gasoline, reduce greenhouse gas emissions.
MO	Bi-State Development Agency of the Missouri-Illinois Metropolitan District	\$5,412,960	Low or No Emission	Bi-State Development, which operates St. Louis Metro, will receive funding to buy battery electric buses to replace diesel buses that have reached the end of their useful life. The project includes upgrading the agency's DeBaliviere Bus Facility with charging equipment, which will improve health and quality of life for nearby residents.

State	Project Sponsor	Funding	Bus/Low-No Emission	Description
MO	The City of Columbia	\$2,896,675	Low or No Emission	The City of Columbia will receive funding to buy battery electric buses and charging equipment for its GoCOMO transit fleet. By adding these advanced technology buses, the city will reduce its greenhouse gas emissions and develop the skills among its staff to enable future expansion of zero-emission buses.
MS	City of Jackson	\$8,714,400	Low or No Emission	The City of Jackson's JTRAN transit agency will receive funding to buy hybrid electric buses to support implementation of the new bus network. The project will reduce maintenance costs, improve service reliability and enhance access and mobility for Jackson residents.
MT	Missoula Urban Transportation District	\$10,909,127	Low or No Emission	The Missoula Urban Transportation District will receive funding to buy battery electric buses and charging equipment to replace diesel buses on its Mountain Line fleet that have exceeded their useful life. The agency committed to transition the entire fleet of vehicles to zero-emission technology by 2035 and, with this grant, will reach 90% of that goal.
MT	City of Billings, MET Division	Transit \$3,880,316	Low or No Emission	The City of Billings Metropolitan Transit System will receive funding to buy electric buses, support charging infrastructure upgrades to the MET facility, and provide workforce training. The project will support the city's transition to green technology, improve system reliability, and strengthen the workforce.
MT	Blackfeet Tribe	\$1,375,920	Bus and Bus Facilities	The Blackfeet Tribe will receive funding to expand its bus maintenance facility to support recently purchased larger buses that serve the Blackfeet Indian Reservation of Montana in Glacier and Pondera counties. The new depot will also add space for dispatchers and administrative services.

State	Project Sponsor	Funding	Bus/Low-No	Description
NC	Town of Cary	\$11,787,275	Buses and Bus Facilities	The Town of Cary will receive funding to build a new bus operations and maintenance facility that will support GoCary's fixed route and door-to-door service. The new facility will be constructed to LEED Platinum standards, support current operations and planned service expansions, and accommodate electric charging equipment.
NC	City of Durham	\$5,745,600	Low or No Emission	The City of Durham will receive funding to buy battery electric buses to replace older diesel vehicles that have exceeded their useful life. The zero-emission vehicles will provide clean transit along routes that serve a high percentage of minority populations.
NC	City of Asheville	\$4,291,650	Low or No Emission	The City of Asheville will receive funding to buy hybrid electric buses and replacement battery packs for existing hybrid buses. This project will improve state of good repair and support a service expansion along a route that connects Asheville's central business district to the regional airport.
NC	City of Concord	\$713,813	Low or No Emission	The City of Concord will receive funding to buy a hybrid electric bus to replace an older vehicle that has exceeded its useful life. This project will support service reliability and lower maintenance costs while also reducing emissions.
NC	City of Fayetteville	\$280,500	Low or No Emission	The City of Fayetteville will receive funding to buy propane-powered light transit vehicles dedicated to ADA paratransit service to replace diesel vehicles that have exceeded their useful life.
ND	City of Grand Forks	\$7,768,742	Buses and Bus Facilities	The City of Grand Forks will receive funding to update its depot housing fixed-route and paratransit operations and maintenance, storage, and administrative functions. This will include general repairs, the installation of solar

State	Project Sponsor	Funding	Bus/Low-No	Description
NH	Cooperative Alliance for Seacoast Transportation	\$7,736,284	Buses and Bus Facilities	panels, improved training space, and the addition of a rainwater-reclamation system for use in their bus wash, ensuring that their facility is safer, more secure, and more energy-efficient. The Cooperative Alliance for Seacoast Transportation will receive funding to build a new facility for its administration, operations and maintenance activities. The new facility will include energy-efficient features such as solar panels, help sustain transit operations, allow all staff to work under one roof and reduce operating expenses.
NJ	New Jersey Transit Corporation	\$44,677,500	Buses and Bus Facilities	The New Jersey Transit Corporation will receive funding to renovate its Union City bus garage, allowing the agency to create a public bus terminal, house administrative services and charge and deploy battery electric buses.
NM	City of Las Cruces	\$5,721,073	Low or No Emission	The City of Las Cruces will receive funding to replace aging diesel buses with battery-electric buses, purchase electric chargers, and create and maintain well-paying jobs in the second-largest city in New Mexico and the main transit hub of the south central region of the state. This will help reduce greenhouse-gas emissions by an estimated 887 metric tons per year.
NM	New Mexico Department of Transportation	\$3,071,882	Buses and Bus Facilities	The New Mexico Department of Transportation will receive funding on behalf of the South Central Regional Transit District to buy battery electric buses and charging equipment, provide training and buy property it currently leases. By sourcing energy from a solar-powered provider, SCRTD will further reduce greenhouse gas emissions while improving service to communities in south central New Mexico.
NM	New Mexico Department of Transportation	\$2,511,882	Low or No Emission	The New Mexico Department of Transportation will receive funding on behalf of the South Central Regional

State	Project Sponsor	Funding	Bus/Low-No	Description
NM	City of Las Cruces	\$2,170,214	Buses and Bus Facilities	Transit District to buy battery electric buses and charging equipment and provide staff training as part of their plan to transition to a fully electric bus fleet within the next 15 years. The City of Las Cruces will receive funding to complete construction on a new transit maintenance and operations facility, allowing them to expand its RoadRUNNER Transit fleet, support new electric buses and charging equipment and enlarge maintenance areas. The building will support the city's transition to a fully electric fixed-route fleet while providing access to jobs, schools, and essential services.
NV	Regional Transportation Commission of Southern Nevada	\$6,737,042	Low or No Emission	The Regional Transportation Commission of Southern Nevada will receive funding to buy hydrogen fuel cell electric buses.
NV	Pyramid Lake Paiute Tribe	\$115,000	Buses and Bus Facilities	Pyramid Lake Paiute Tribal Transit will receive funding to buy a 14-passenger bus and rehabilitate other buses to expand its service area, increase ridership, and ensure consistency of service.
NY	Metropolitan Transportation Authority	\$116,000,000	Low or No Emission	The New York Metropolitan Transportation Authority will receive funding to buy battery electric buses to replace older diesel buses and launch a comprehensive workforce training and development program. The new buses will electrify 4% of its 5,800-bus fleet, advancing MTA's ambitious zero-emission transition plan.
NY	Capital District Transportation Authority	\$25,417,053	Low or No Emission	The Capital District Transit Authority will receive funding to buy new electric buses and charging equipment to replace older buses in the fleet that have reached the end of their useful life. The project will improve service reliability and air quality for residents in Albany, Rensselaer, Saratoga and surrounding areas.

State	Project Sponsor	Funding	Bus/Low-No Buses and Bus Facilities	Description
NY	Rochester Genesee Regional Transportation Authority	\$16,000,000	Buses and Bus Facilities	The Rochester Genesee Regional Transportation Authority will receive funding to build a new operations maintenance facility. This project will improve service reliability and state of good repair needs.
NY	Tompkins County, New York on behalf of Tompkins Consolidated Area Transit (TCAT)	\$8,740,975	Low or No Emission	Tompkins County will receive funding to buy electric buses and four transit vans to replace older vehicles in the fleet. This project will improve service reliability with clean, reliable transportation residents in Tompkins County.
NY	Rochester Genesee Regional Transportation Authority	\$7,043,331	Low or No Emission	The Rochester Genesee Regional Transportation Authority will receive funding to buy hydrogen fuel cell buses and equipment to fuel the buses. This project will improve service reliability and improve air quality for residents in living in Rochester.
OH	Central Ohio Transit Authority (COTA)	\$26,714,004	Low or No Emission	Central Ohio Transit Authority, based in Columbus, will receive funding to replace diesel buses that have exceeded their useful life and replace them with battery electric buses and chargers.
OH	The Portage Area Regional Transportation Authority	\$3,201,270	Low or No Emission	The Portage Area Regional Transportation Authority, based in Kent, will receive funding to replace diesel-powered vehicles that have exceeded their useful life with compressed natural gas vehicles, which will reduce PARTA's maintenance costs, improve safety and service reliability, and lower critical emissions in Portage County.
OH	Stark Area Regional Transit Authority	\$2,393,600	Low or No Emission	Stark Area Regional Transit Authority, based in Canton, will receive funding to buy compressed natural gas vehicles.
OK	Central Oklahoma Transportation and Parking Authority (COTPA), dba EMBARK	\$6,745,732	Low or No Emission	EMBARK will receive funding to replace diesel buses that have exceeded their useful life with compressed natural gas buses to improve fixed-route and paratransit services in Oklahoma City.

State	Project Sponsor	Funding	Bus/Low-No	Description
OK	Metropolitan Tulsa Transit Authority	\$6,666,105	Low or No Emission	The Metropolitan Tulsa Transit Authority will receive funding to buy battery electric buses to replace diesel buses that have exceeded their useful life. The new buses will run on the RT66 bus rapid transit corridor, the spine of a redesigned bus network, and help the agency transition to a zero-emission fleet.
OK	Metropolitan Tulsa Transit Authority	\$4,800,375	Low or No Emission	The Metropolitan Tulsa Transit Authority will receive funding to buy compressed natural gas buses to replace diesel buses that have exceeded their useful life and expand its fleet. The CNG-powered buses will allow the agency to increase service on its RT66 line and serve as a bridge as the agency transitions to a zero-emission future.
OK	City of Norman, Oklahoma	\$894,963	Low or No Emission	The City of Norman will receive funding to buy compressed natural gas buses to replace buses that have exceeded their useful life. This will improve the reliability of transit service, helping residents access jobs, schools, and essential services.
OR	Tri-County Metropolitan Transportation District of Oregon	\$5,566,583	Buses and Bus Facilities	TriMet will receive funding to renovate and expand the Beaverton Transit Center to better support bus operations and planned service upgrades for the Portland region, including space to accommodate new electric buses.
OR	Oregon Department of Transportation, Public Transportation Division	\$4,632,050	Buses and Bus Facilities	The Oregon Department of Transportation will receive funding to buy battery electric buses and install electric chargers. UPTD will also build a maintenance facility and bus wash station and install a solar-powered covered parking area.
OR	City of Corvallis	\$2,658,068	Low or No Emission	The Corvallis Transit System will receive funding to buy battery electric buses and build a charging depot with electric charging stations. The projects will replace diesel buses that have exceeded their useful life.

State	Project Sponsor	Funding	Bus/Low-No Emission	Description
OR	Oregon Department of Transportation, Public Transportation Division	\$2,081,883	Low or No Emission	The Oregon Department of Transportation will receive funding on behalf of the Sandy Area Metro to buy battery electric buses and install charging equipment, replacing diesel buses that have exceeded their useful life. The new buses will primarily serve disadvantaged communities in the cities of Sandy and Gresham, providing essential connections to jobs in services in the Portland metro area.
OR	Oregon Department of Transportation, Public Transit Division	\$1,050,000	Buses and Bus Facilities	The Public Transit Division of the Oregon Department of Transportation will receive funding to buy buses for use in on-demand trips, ADA paratransit services and local routes that connect people in McMinnville and Newberg to jobs and opportunities.
OR	Oregon Department of Transportation, Public Transit Division	\$612,000	Buses and Bus Facilities	The Public Transportation Division of the Oregon Department of Transportation will receive funding to buy buses for Sunset Empire Transportation District to provide fixed route, paratransit, dial-a-ride, and intercity service in Northwest Oregon.
PA	Southeastern Pennsylvania Transportation Authority	\$23,360,000	Low or No Emission	The Southeastern Pennsylvania Transportation Authority will receive funding to improve bus depots, including redundant power feeders, backup generators, and electrical substations. This project will support its transition to a fleet of entirely zero-emission vehicles.
PR	AUTORIDAD METROPOLITANA DE AUTOBUSES (PRMBA)	\$10,000,000	Low or No Emission	The Metropolitan Bus Authority will receive funding to buy battery electric buses to replace older diesel buses and build a dual solar power charging station to bring sustainable transit to the island.
SC	City of Clemson dba Clemson Area Transit	\$3,930,000	Low or No Emission	Clemson Area Transit will receive funding to buy new zero emission battery electric buses to replace older diesel buses that have exceeded their useful life. The project will improve service reliability and air quality for students of

State	Project Sponsor	Funding	Bus/Low-No	Description
SD	South Dakota Department Of Transportation	\$1,067,774	Low or No Emission	Clemson University and residents of the city of Clemson and surrounding areas South Dakota Department of Transportation will receive funding on behalf of River Cities Public Transit, Community Transit of Watertown/Sisseton, Prairie Hills Transit and Rural Office of Community Services to buy as many as eight low-emission propane buses, two propane conversion kits, and install a propane fueling station. The project will help reduce greenhouse gas emissions.
SD	South Dakota Department Of Transportation	\$692,758	Buses and Bus Facilities	South Dakota Department of Transportation will receive funding on behalf of Prairie Hills Transit to build a bus facility for bus maintenance and storage, an office area and a training room. The depot will also serve as a central hub for riders.
TN	Memphis Area Transit Authority (MATA)	\$54,000,000	Buses and Bus Facilities	The Memphis Area Transit Authority will receive funding to build a new operations and maintenance facility. The new facility will be designed to accommodate more than 300 vehicles, improving safety and the state of good repair for the bus fleet.
TN	Memphis Area Transit Authority (MATA)	\$22,378,905	Low or No Emission	The Memphis Area Transit Authority will receive funding to buy battery electric buses and charging equipment and will provide workforce development training for operating and maintaining the buses.
TN	Tennessee Department of Transportation, Division of Multimodal Transportation Resources	\$12,000,000	Buses and Bus Facilities	The Tennessee Department of Transportation will receive funding on behalf of urban and rural transit agencies in the state to buy new buses and close to 200 demand response vehicles to replace older vehicles that reached their useful life. The project will improve service reliability and the fleet's state of good repair throughout the state.
TX	City of Lubbock	\$39,600,000	Low or No Emission	The City of Lubbock's Citibus transit service will receive funding to buy hybrid electric buses to replace buses that

State	Project Sponsor	Funding	Bus/Low-No	Description
				are on average 20 years old and beyond their useful life. The buses will help create a more reliable, environmentally friendly and sustainable transit service that will increase ridership.
TX	Metropolitan Transit Authority of Harris County (METRO)	\$21,586,913	Low or No Emission	Houston Metro will receive funding to buy battery electric buses and charging infrastructure to replace aging diesel buses that have exceeded their useful life. The new electric buses will improve air quality and health outcomes for riders and residents in Houston's historically disadvantaged communities by eliminating nearly 18,000 tons of greenhouse gases over the next 20 years.
TX	Capital Metropolitan Transportation Authority	\$20,000,000	Buses and Bus Facilities	CapMetro will receive funding to build a demand-response operations and maintenance facility in Springdale. The state-of-the-art site will accommodate the expansion of MetroAccess and Pickup demand-response service and incorporate sustainable features such as renewable energy, recycled water, and electric vehicle components to support CapMetro's low- and no-emission fleet and include community space for public activities such as farmers markets and food pantries.
TX	City of El Paso Mass Transit Department-Sun Metro	\$8,876,712	Low or No Emission	Sun Metro will receive funding to buy zero-emission paratransit vehicles and charging stations to replace aging vehicles that have exceeded their useful life. the paratransit vehicles will provide essential transportation services to El Paso's minority and disabled residents living in historically underserved communities while reducing the impact of their fleet on air quality.
TX	City of Laredo and Laredo Transit Management Inc.	\$7,430,385	Low or No Emission	El Metro will receive funding to buy compressed natural gas buses to replace diesel buses that have exceeded their useful life. The buses will provide clean, reliable transportation for historically disadvantaged minority

State	Project Sponsor	Funding	Bus/Low-No	Description
UT	Utah Department of Transportation	\$6,095,770	Buses and Bus Facilities	communities and complete El Metro's goal of replacing its fleet with cleaner greener buses. The Utah Department of Transportation will receive funding on behalf of Park City Transit to buy battery-electric buses and charging equipment to expand its express route service in the Quinn's Junction area. The new buses will provide more frequent, reliable and clean transit for the city's workforce as well as vulnerable communities and seasonal visitors.
VA	Old Dominion Transit Management Company	\$10,032,000	Low or No Emission	The Greater Richmond Transit Company will receive funding to replace diesel-powered buses that have exceeded their useful life with lower emission compressed natural gas buses. The project will help GRTC transition to a cleaner greener fleet and help improve air quality and health outcomes in Richmond.
VA	Old Dominion Transit Management Company	\$952,192	Low or No Emission	The Greater Richmond Transit Company will receive funding to demolish an existing building past its useful life, conduct site remediation, and create secure, paved parking to store vehicles for transit service. The project will remove potential pollution from the community and help GRTC improve its transit assets.
VA	City of Suffolk	\$565,000	Low or No Emission	The City of Suffolk will receive funding to buy electric buses that will replace diesel-powered buses and install charging stations. The charging stations will be in a central location on the bus route at a new transit facility.
VT	Vermont Agency of Transportation (VTTrans)	\$9,151,125	Low or No Emission	The Vermont Agency of Transportation will receive funding to buy electric buses and install charging equipment for Marble Valley Regional Transit District in Rutland and Green Mountain Transit in Burlington, the largest transit agencies in the state. This project will build upon successful battery electric bus deployments and

State	Project Sponsor	Funding	Bus/Low-No	Description
VT	Vermont Agency of Transportation	\$3,279,616	Buses and Bus Facilities	<p>advance VTTrans' commitment to transition the state's transit fleet to zero-emission vehicles by 2050.</p> <p>The Vermont Agency of Transportation will receive funding to build a bus depot for the Marble Valley Regional Transit District, replacing an outdated facility in Rutland with a new office building and bus barn. The depot will provide storage and protection for the fleet, generate solar power and include charging equipment, part of VTTrans' transition to zero-emission vehicles.</p>
WA	Central Puget Sound Regional Transit Authority	\$9,264,000	Low or No Emission	<p>Sound Transit will receive funding to purchase battery electric buses and chargers for the SR 522 / NE 145th Street bus rapid transit corridor, which will serve five cities and an estimated 9,000 daily riders in north Lake Washington communities.</p>
WA	Whatcom Transportation Authority (WTA)	\$8,862,951	Low or No Emission	<p>The Whatcom Transportation Authority will receive funding to buy electric buses and chargers to replace diesel buses that have exceeded their useful life. The new buses will address a significant maintenance need and help WTA better serve riders in around Bellingham in the northwest corner of Washington.</p>
WA	Washington State Department of Transportation	\$5,422,168	Buses and Bus Facilities	<p>The Washington State Department of Transportation will receive funding to buy vehicles for three rural transportation providers to replace buses that have exceeded their useful life, improving quality of life and reducing greenhouse gas emissions in communities throughout the state. The new vehicles will help Clallam Transit System, Grant Transit Authority and Mason Transit Authority improve the quality and reliability of transit to over 507,000 rural Washington residents to help them access jobs in their counties and beyond.</p>

State	Project Sponsor	Funding	Bus/Low-No	Description
WA	Pierce County Public Transportation Benefit Area Corporation	\$3,870,800	Low or No Emission	Pierce Transit will receive funding to buy battery electric buses to replace vehicles that have exceeded their useful life, enhancing service for an estimated 274,000 riders who live near Pierce Transit's 19 zero-emission bus routes.
WA	Lummi Indian Business Council	\$1,876,265	Buses and Bus Facilities	Lummi Nation Transit in Whatcom County will receive funding to build a new operations and maintenance facility to improve connections to jobs, school, healthcare and off-reservation services.
WA	Cowlitz Indian Tribe	\$185,368	Buses and Bus Facilities	Cowlitz Tribal Transit Services will receive funding to replace the roof of their bus facility, which is one year away from its life expectancy and is critical in protecting buses and other assets. The project will maintain transit connections in a largely rural, low-density area of southwestern Washington covering about 2,640 square miles.
WI	City of Racine	\$3,796,872	Low or No Emission	The City of Racine will receive funding to replace diesel buses with battery electric buses. The project will improve air quality, address climate change, connect workers to jobs, and play a role in workforce training related to the growing clean-energy sector of the economy.

Last updated: Monday, October 24, 2022

FY 2022 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

Applicant and Proposal Profile

Is this a resubmission due to an invalid/error message from FTA? ☐ Yes ☒ No

Is this application for: ☒ Low-No (FTA-2022-001-TPM-LWNO)

(If applying to both programs, please check both boxes)

☐ Buses and Bus Facilities (FTA-2022-002-TPM-BUSC)

Note: If applying to both programs, applicants should enter information for both programs on this form but **Must** submit the application package including the Supplemental Form and attachments, to **Each** respective Opportunity ID on Grants.Gov for each program. That is, complete 1 form, but submit it to both programs in Grants.gov.

Section I. Applicant Information

Organization Legal Name: Augusta Richmond County

FTA Recipient ID Number: 2016

Organization Chief Executive Officer: Sharon Dottery (706) 821-1818
(Name and Direct Phone Number)

Applicant Eligibility: ☒ Direct or Designated Recipient
☐ State
☐ Local Governmental Authority
☐ A Federally-Recognized Indian Tribe

Project Location: ☐ Small Urbanized Area (50,000-199,999 people)
☒ Large Urbanized Area (200,000+ people)
☐ Rural (less than 50,000 people)

Description of services provided and areas served:

Augusta Transit (AT) is a department of City of Augusta providing fixed and demand responsive routes serving Augusta-Richmond County. AT's mission is to "give our customers access to all regions of Augusta-Richmond County by providing quality, dependable, safe, accessible, and affordable transportation, thereby enhancing the mobility of the general public as well as the transportation disadvantaged." Currently, AT contracts RATP Dev USA Inc., to operate and maintain its transit services.

AT provides a fixed route service over an urban area of 25 square miles with a county population of 201,793. Of the 56 census tracts in Augusta-Richmond County, 43 (or 77%) are served by fixed route transit. Complimentary Paratransit service (for persons with a permanent or temporary disability that prevents them from using fixed-route services) follows a 1.5-mile corridor around each fixed route service.

AT's fixed route system of nine (9) routes is primarily radial with six (6) of these routes terminating at the Broad Street Transfer Facility (BSTF) near Downtown Augusta. A second smaller terminus, Gordon Highway Transfer Point (GHTP) is served by four (4) routes of which two (2) routes serve South Augusta.

Operating hours for fixed route and Paratransit services are Monday through Saturday; 6:30 a.m. through approximately 8:00 p.m. However, late evening or Sunday services are not provided. Typical fixed route headways vary from a minimum 40 minutes to a maximum 1 hour 20 minutes. The fixed route network is comprised of 617 bus stops (including transfer facilities), 92 shelters, 71 trash cans and 92 benches.

AT's fleet consists of nineteen (19) fixed route buses and eight (8) paratransit vans, a total of 27 vehicles and a small fleet of supervisor and maintenance vehicles. The average age of AT's fixed route buses at 9.5-years is the highest compared to the 15 motorbus transit operators in Georgia. An aging fleet has negatively affected on-time performance, service reliability, resource consumption and rider appeal to use transit for trip making.

Continued economic growth in Augusta-Richmond County has attracted numerous residential, business and industrial developments, government centers of excellence and medical facilities. Recent economic growth has not been matched by transit ridership growth which declined from a peak 787K (2015) to 652K (2020). Nevertheless, AT is determined to realize its potential for growth by connecting major activity centers and job opportunities in Augusta Richmond County but can only do so with a renewed, energy efficient and expanded fleet.

Section II. Project Information

About the Project

Project Title: Augusta Transit Goes Electric
(Descriptive title of this project)

Project Executive Summary:

Augusta Transit is requesting funding to replace five buses that have exceeded 400K lifetime miles with battery electric buses (BEBs). An aging bus fleet has negatively affected service reliability and rider appeal to use transit for trip making. Our planned approach coincides with the Green Augusta Initiative of the City of Augusta which seeks to have the city's non-emergency fleet vehicles at zero emissions by 2031.

Project Statement of Work (one sentence summarizing request):

Augusta Transit is requesting \$6,271,325 of 5339 grant funds and will provide a local match of \$1,118,175 to replace and upgrade five (5) of its aging diesel buses with Battery Electric Buses and associated charging infrastructure to improve service reliability and rider experience and ultimately attain climate action goals.

Propulsion Type: ☒ Battery electric

☐ CNG

☐ Diesel

☐ Diesel-electric hybrid

☐ Gasoline

☐ Hydrogen fuel cell

☐ Other

If Other, specify:

Project Type: ☒ Bus Replacement

Number of buses to be replaced:

5

☐ Bus Rehabilitation

Number of buses to be rehabilitated:

☐ Bus Expansion

Number of buses for service expansion:

☐ Bus Facility Replacement☐ Bus Facility Rehabilitation☐ Bus Facility Expansion☒ Bus Equipment☒ Other

If Other, specify: Bus Chargers

Climate Change

For Buses and Bus Facilities Projects, please describe the significant community benefits relating to the environment. See NOFO Section E.2 for additional guidance:

The purchase of BEBs is consistent with required actions meeting goals stated in AT's Climate Action Plan (Attachment A). From an annual emission level of 1,031 MTCO₂e, emissions will be reduced by 1/3 with the potential to meet a target 50% reduction of emissions from diesel powered buses by 2031. BEBs once deployed will improve transit access in 20 of the 21 census tracts (95%) of persistent poverty and historically disadvantaged communities, Attachment B.

Environmental Justice Populations

Is there an environmental justice population(s) located within the service area? ☒ Yes ☐ No

Describe the environmental justice population(s) and the anticipated benefits resulting from the project for those population(s) (see NOFO Section E.2):

Augusta Transit partners with 50+ local non-profit agencies serving the transient, homeless and low-income households by providing monthly bus passes at discounted rates. Rider surveys indicate that more than 50% of riders are low income, 75% minority, 23% unemployed and 85% are from households with zero vehicles. Augusta Transit has a fleet eight (8) paratransit vehicles that enable 23K trips annually by the elderly and disabled. Maps in Attachment B.

Racial Equity/Barriers to Opportunity

Does the project address racial equity or barriers to opportunity (see NOFO Section E.2)? ☒ Yes ☐ No

If yes, please describe:

Through our partnership with the Augusta Regional Transportation Study Metropolitan Planning Organization and Transit Citizens Advisory Committee an inventory of service deficiencies and unmet needs was documented in the Future Mobility 2050 Metropolitan Transportation Plan. Replacement buses will address these unmet needs, improve service reliability and enable an extension of routes into South Augusta where many disabled, seniors, minority, underemployed and low-income persons reside.

Creating Good-Paying Jobs

Applicants for facility projects, please describe how the project will support creating good paying jobs (see NOFO Section E.2):

N/A – This is not a facility project.

Zero-Emission Fleet Transition Plan - Workforce Involvement

For zero-emission projects, please explain how workforce representatives were included in the development of the workforce plan of the Zero-Emission Transition Plan and which of the three elements described in the NOFO Section E.2 were used to maintain job quality and avoid displacement of the existing workforce:

AT's operators and maintenance staff are unionized. The Transit Service Contract (effective 8/1/22) directs the Contractor to: 1) provide consistent technical training of staff to ensure career advancement and thorough vehicle servicing knowledge; and 2) adhere to City's minimum hourly wage guidelines. AT intends to use labor management partnerships and potentially develop an apprenticeship program with Augusta Technical College as strategies to ensure a trained workforce.

Justice40

Does the project support the Justice40 Initiative? ☒ Yes ☐ No

Describe how the project supports the Justice40 Initiative and the benefits provided (see NOFO Section E.2):

Augusta-Richmond County is comprised of 56 census tracts of which 41 (73%) are majority minority. With a 25 sq mi service area Augusta Transit serves 33 (85%) of these majority minority tracts. Rider surveys reveal 80% fixed route riders are minority, 29% low income, 23% unemployed and 80% lack access to a private vehicle. Seventeen tracts >30% of households are below poverty level, 15 (88%) are served by transit. Routes #4 Turpin Hill and #5 Washington Rd serve tracts 104 (Turpin Hill) and 3 (Harrisburg/West End) respectively, where >50% households are below poverty. Seniors and the disabled community have access to ADA compliant paratransit services with a catchment area extending ¾ mile either side of a fixed route. Project benefits will demonstrate a positive response to rider needs, such as, connecting riders to more opportunities and restoring equity in transit service reliability from new carbon neutral vehicles.

Describe the methodology used to determine the project meets the Justice40 Initiative (see NOFO Section E.2):

Onboard rider surveys conducted in 2015, 2016/2017 and 2018 were used to estimate Justice 40 impacts for low income, unemployed, minority and transit dependent riders. Poverty, housing/transportation cost burden and access to health care estimates were derived from the American Community Survey 2020 5-year data. Based on Economic Innovation Group a Distress Communities Index was derived. Five (5) variables selected by census tract: % Population 25 years and older with no diploma; % Total housing units vacant; % Civilian Population 16 yrs and older unemployed; % households below poverty; and ratio to median county income. Rank (best to worst), sum ranks and average. The higher the average rank score the greater the distress. Selected Top 15 distressed tracts and determined proportion of tracts served by transit. EJ Tool not used as number of census tracts in Augusta-Richmond County increased between 2019 and 2020 (47 to 56). Data is shown in Attachment B.

Justice40 Population Impacted

Justice40 Disadvantaged Community Served as Identified in the NOFO Section E.2

Actual or Estimated Annual Ridership Count

Low Income	343,774
Unemployed	149,966
Minority	515,987
No Private Vehicle	551,996
Seniors 65yr+	51,827
Distressed neighborhood	478,454
Access to Health Care/No Health Insurance	140,990

What is the percentage of Disadvantaged Communities within the project area? 80 %

Was this estimate generated using the Justice40 online mapping tool? ☐ Yes ☒ No

Project Budget

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Buses	5	754,205	133,095	0	0	4,436,500	<input checked="" type="checkbox"/>
Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Configurables/Options	5	85,000	15,000	0	0	500,000	<input checked="" type="checkbox"/>
Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Delivery	5	14,875	2,625	0	0	87,500	<input checked="" type="checkbox"/>
Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Extended Battery Warranty	5	127,500	22,500	0	0	750,000	<input checked="" type="checkbox"/>
Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Diagnostic Tools & Laptop	1	4,250	750	0	0	5,000	<input checked="" type="checkbox"/>

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Pre/Post Delivery BA Audit	1	13,175	2,325	0	0	15,500	<input checked="" type="checkbox"/>

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
QMS/QA Periodic Inspections	1	42,500	7,500	0	0	50,000	<input checked="" type="checkbox"/>

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Depot Chargers (Equipment)	3	175,500	19,500	0	0	585,000	<input checked="" type="checkbox"/>

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Depot Charger (Installation) - per dispenser	6	13,500	1,500	0	0	90,000	<input checked="" type="checkbox"/>

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Training & Workforce Development	1	316,000	79,000	0	0	395,000	<input checked="" type="checkbox"/>

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost	
Project Management and Technical Support	1	380,000	95,000	0	0	475,000	<input checked="" type="checkbox"/>

Total:	6,271,325	1,118,175	0	0	7,389,500
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Does the project budget include funding for workforce development activities or training at the National Transit Institute (NTI)?

☐ Yes ☒ No

For zero emission projects, is 5% of the project budget for workforce development training as outlined in the applicant's Zero-Emission Transition Plan?

☒ Yes ☐ No

If no, please explain why the full 5% is not needed:

Not applicable

Matching Funds Information

Matching Funds Amount: 1,118,175

Source of Matching Funds:

Augusta Transit is requesting \$6,271,325 in FTA Low or No Emission Bus Program funds 5339c for the cost of purchasing five (5)

battery electric, ADA compliant, 35-foot transit buses and the necessary charging equipment and infrastructure to support these buses. The five (5) Battery Electric Buses (BEBs) will replace three (3) diesel buses which currently have exceeded their Useful Life Benchmark (ULB) replacement year by at least 25% and two (2) which will have reached their ULB in 2024 the anticipated time of BEB delivery in 2024.

Supporting Documentation of Local Match:

The local cost share match for this project, in the amount of \$1,118,175 will be provided by non-federal, Augusta, Georgia general fund revenues. A commitment letter signed by the Augusta, Georgia Finance Director and City Administrator demonstrating the availability of local funding is attached to the application in Attachment C – Local Match Documentation. Attachment D – Project Budget provides a detailed breakdown of the project budget.

Project Scalability

Is project scope scalable? ☒ Yes ☐ No

If Yes, specify minimum Federal Funds necessary: 4,011,665

Provide explanation of scalability with specific references to the budget line items above:

This project is scalable and should Augusta Transit receive less than the FTA funds requested, Augusta Transit will implement the project based on the amount awarded by FTA. However, the minimum federal funds necessary (\$4,011,665) would provide the match required for three (3) Battery Electric Buses, the necessary charging equipment to support these buses, and make use of a technical expert to support and manage Augusta Transit's Battery Electric Bus deployment (See Attachment D – Project Budget).

Scaled back funding will enable the replacement of three (3) diesel buses all of which have significantly exceeded their Useful Life Benchmark (ULB) replacement age (12-14 years) and recommended lifetime mileage of 350K. The lesser amount would fall short of the capital necessary to achieve a 50% reduction by Augusta Transit's revenue fleet in Greenhouse Gas Emissions by 2031 (as defined in Augusta Transit's Climate Action Plan (Attachment A)).

A lesser amount than requested would also frustrate the speed in implementing of Augusta Transit's fleet replacement plan. The amounts of Federal 5339 formula funds allocated to Augusta Transit on an annual basis, it will be practically impossible to purchase one (1) Battery Electric Bus except by consolidating at least three (3) years of grants. Consolidating and expending 5339 funds exclusively in this way will arrest potential future development of Augusta Transit where these funds can be expended on other much needed capital purchases.

Over the past year Augusta Transit has galvanized, informed and compelled Augusta, Georgia Commission and the community that a zero-emission fleet is the best way forward. In 2021 five (5) Battery Electric Bus OEMs visited Augusta, demonstrated their products by putting them into regular service giving the community an opportunity to ride free and experience the benefits of Battery Electric Buses. Buses were also sent to our workshop giving mechanics, laborers and union representatives an opportunity to see, touch and understand for themselves Battery Electric Buses.

Less than the full complement of funding for five (5) Battery Electric Buses requested may stall an expansion of fixed route service into South Augusta. South Augusta for many years has seen economic and population growth which has not been matched by the provision of transit services. Our current small and aging yet stretched fixed route fleet is unable to meet the demands of expanded service into South Augusta unless service on an existing route/s is curtailed. Additionally, to adequately serve the South Augusta community, robust, reliable and [clean energy] efficient buses are needed given the distances required to connect this part of the county to downtown and major retail centers throughout the county.

Augusta Transit and Augusta, Georgia are ready to put into service five (5) BEB. Augusta Transit is ready to lead the Central Savannah River Area (CSRA) in the adoption and operation of clean energy transit buses. The more than 30 letters of support from elected officials and local, state, and regional organizations demonstrate support for this funding request. These letters also demonstrate a shared vision to improve the quality of life for all in Augusta Richmond County through viable and sustainable mobility options.

Project Timeline (Please be as specific as possible)

Timeline Item Description	Timeline Item Date
FTA Award & Project Partner Contracts	12/30/2022
Project Planning & Initiation	01/31/2023
Requirements Analysis	05/31/2023
Bus Procurement & Build	04/30/2025
Infrastructure Procurement, Design, & Build	06/28/2024
Bus & Infrastructure Deployment	04/30/2025
Deployment Validation	05/29/2026
Project Close-Out	08/31/2026
Project Management & Reporting	08/31/2026

Congressional Districts (Project Location)

Congressional District

GA-012

Partnership Provision

Note: the partnership provision is only applicable to low or no emission projects that are applying to the Low-No Program or both the Low-No and Bus Program. Projects applying only to the Bus program are not eligible to use the partnership provision. See NOFO Section C(1).

Is this application a partnership between an eligible applicant and one or more partners?

☒ Yes ☐ No

If yes, please list the partner(s) and describe their qualifications:

This project will have the support and involvement of the following project partners: GILLIG, ChargePoint, Georgia Power, and the Center for Transportation and the Environment (CTE). Qualifications for each partner can be found in Attachment E and Letters of Commitment from each partner can be found in Attachment F.

GILLIG is a privately owned American manufacturer of heavy duty low floor transit buses located in Livermore, CA and is the leading supplier of heavy duty transit buses to cities throughout the United States. GILLIG has been producing transportation vehicles in the United States for 134 years and is a Federal Transit Administration (FTA) qualified Transit Vehicle Manufacturer (TVM). GILLIG meets all FTA requirements imposed on grantees of Federal funding, including DBE Goals, current Buy America provisions and Bus Testing requirements. GILLIG has designed and built a complete range of transit buses including parallel hybrids, series hybrids, fuel cell, overhead wire trolleys, and overhead wire/battery hybrid trolleys.

In 2016, GILLIG delivered its first fully-electric battery buses designed primarily with the systems we had proven out through these prior projects. As a result of these prior projects, GILLIG has been able to develop a production ready battery electric bus built on proven low floor bus platform to meet customers' requirements. GILLIG has received firm orders for over 250, 35' and 40' battery electric buses from customers showing the strong commitment to zero emission buses by both GILLIG and its customers. GILLIG is currently in production with both the 35' and 40' battery electric buses and currently delivering battery electric buses as they are completed.

ChargePoint is a leading electric vehicle infrastructure company based in Campbell, California. With a fully integrated technology portfolio ChargePoint designs, develops and manufactures hardware and software solutions for electric vehicle charging equipment and infrastructure. GILLIG Battery Electric Buses are compatible with ChargePoint charging systems and technology.

Georgia Power is an electric utility company serving more than 2.6 million customers in Georgia. The City of Augusta ranks as one of the largest Georgia Power customers in Augusta-Richmond County. The Georgia Power Make Ready Electric Transportation Program was created to advance Georgia's development to a clean transportation future by providing electric vehicle charging infrastructure throughout the state. It does this by removing the biggest financial hurdle, electrical charging infrastructure, and providing grants to clients allowing it to install, own and maintain the electrical infrastructure up to the charging point.

CTE has managed a range of zero-emission bus projects over the last decade. CTE has provided technical and management support to more than 75 transit agencies that have either deployed or will soon deploy more than 430 zero-emission buses. Based on this experience, CTE developed a Zero-Emission Smart Deployment Methodology to assist transit agencies in their zero-emission bus deployments. The cornerstone of CTE's approach is to apply our modeling and analysis tools to match transit service requirements with the right ZEB technologies and operational strategies. CTE's approach equips agency staff with a robust understanding of the ZEB market and technology options as well as the impact that these options have on operational strategies and related costs. Regardless of an agency's familiarity with zero-emission buses, CTE can provide the expertise necessary to help agencies mitigate risks associated with these deployments. CTE understands both the technical and administrative challenges associated with the procurement, deployment, and operation of zero-emission vehicles.

Section III . Evaluation Criteria

*** Address each of the evaluation criteria as described in the Notice of Funding Opportunity.***

Demonstration of Need

Augusta Transit's fixed route fleet (19 vehicles) average age at 9.5-years is the highest of any motorbus transit operator in Georgia. Spare ratio requirements are not applicable due to fleet size. All five buses that replacement funding is sought have exceeded 400K lifetime miles. Three buses have exceeded the recommended Useful Life Benchmark (ULB) replacement threshold in 2022 by 25% and two will reach their respective ULB in 2024. These aging buses have significantly higher emissions than the rest of the fixed route fleet and maintenance costs escalate as the vehicles age further.

To meet climate action goals as contained in Augusta Transit's Climate Action Plan (Attachment A) and the City of Augusta, GREEN AUGUSTA initiative (Attachment G p.46). This project has the potential to achieve a 50% reduction of GHG emissions from diesel powered buses by 2031, the primary goal of the Climate Action Plan. Our 5339 Bus and Bus Facilities formula grant annual average apportionment between \$200K-\$300K is not sufficient to purchase 50% of a BEB. It will take several years saving 5339 fund apportionments just to purchase one BEB. The need for additional grant funding to fulfill this bus replacement project is significant, necessary, and vital for Augusta Transit to meet its climate action plan goals.

An aging bus fleet has severely impacted service reliability. Continuous breakdowns of buses enroute are compounded by buses awaiting parts in the depot. In the month of November 2022 two of the five buses being replaced were in revenue service operation for just two out of a total of 25 service days or just 8%. Service reliability is further diminished as Orion and BlueBird transit buses are

no longer produced. Sourcing parts or conducting repairs or preventative maintenance may take weeks and sometimes months. Currently, three fixed routes serving Justice40 communities in Augusta are planned to be served by two buses each. However, bus limitations permit only one route to be served by two buses while the other two are served by one bus each. This situation has resulted in long and irregular wait times, severe lapses in on time performance, missed transfers and inconsistent scheduling; all of which erode rider appeal to use transit for trip making.

For too long riders have endured traveling on aging, tired, and energy inefficient buses. Many of our riders as transit dependent come from low-income households with no access to a private vehicle. At times with buses being repaired or awaiting parts, spare buses even break down while in service; resulting in vans having to be deployed to get stranded riders to where they need to go.

Operating aging buses is strenuous on the bus operator. Current technologies that make the driving task more efficient and ergonomic are not onboard. The prolonged wait for upgraded buses can negatively affect how bus operators see their value to Augusta Transit. It has also made it harder to attract retired and retain bus operators who expect to drive buses in a better operational state. Continuous repair of buses and the unavailability of genuine OEM parts has resulted in creative solutions by the mechanic team that may be short-lived. In such an environment the skillsets of the mechanic staff may stagnate or become redundant at the expense of the continuous upgrade of skills through engaging with the latest engineering solutions and technologies.

AT is also requesting funding for three 200 kW chargers with 2 dispensers each. Participation in Georgia Power's Make Ready Program will fund the electrical infrastructure, up to the charger, at no cost to Augusta Transit. The grant is time limited and availability in future years is not guaranteed. The electrical and charging infrastructure required for this project are important steps in the transition of our maintenance facility to accommodate clean energy vehicles.

Demonstration of Benefits

Note: If applying to both programs, be sure to select "yes" and provide a response to both questions below.

Is this an application to the Low-No Program? ☒ Yes ☐ No

Please describe the benefits of the proposed project per the statutory requirements of the Low-No Program (see NOFO Section E(1)(b)(i)):

The proposed project will allow Augusta Transit to remove one 2004, two 2005, and two 2010 model year diesel-fueled buses from service and deploy five zero-emission battery electric buses in their place. Combined, the five buses being replaced operate for approximately 92,500 miles and consume 22,200 gallons of diesel each year.

Deploying battery electric buses in place of fossil fuel vehicles will reduce energy consumption and harmful emissions, including greenhouse gases and particulates. The zero-emission buses that the AT is proposing to put into service consume less energy per mile than buses that use other common propulsion technologies, such as gasoline, diesel, and natural gas engines. Even when considering well-to-wheel energy requirements, battery electric buses are a more efficient transit solution than these other vehicle technologies. Operating battery electric buses instead of comparable modern fossil fuel buses (model year 2022 diesel and gas bus) will reduce the amount of energy that the AT uses each year by 2,140 gigajoules (GJ). That energy is equivalent to 36 years' worth of gas for the average American car driver, every year.

Deploying the zero-emission buses in place of the existing vehicles will reduce the AT's annual direct carbon (greenhouse gas) emissions by approximately 200 metric tons and prevent the release of harmful emissions, including 18,300 g (grams) of particulate matter under 2.5 micrometers (PM2.5), which has a considerable health impact on the local community. This reduction of direct carbon and harmful emissions results in a social cost savings of \$23,000 annually, in accordance with Executive Order 13990.

Compared to modern fossil fuel buses (model year 2022), deploying the zero-emission buses will also reduce annual direct carbon emissions by approximately 200 metric tons. In addition, compared to modern fossil fuel buses, zero-emission buses will reduce production of harmful emissions, including particulate matter under 2.5 micrometers (PM2.5) by 277 g annually. This reduction in direct carbon and harmful emissions results in a social cost savings of \$20,800 annually, in accordance with Executive Order 13990.

Refer to Attachment H – Benefits Calculation Methodology for more details on the emissions estimates shown above.

Is this an application to the Buses and Bus Facilities Program? ☐ Yes ☒ No

Please describe the benefits of the proposed project per the statutory requirements of the Buses and Bus Facilities Program (see NOFO Section E(1)(b)(ii)):

Planning and Local/Regional Prioritization

Envision Augusta (Augusta's 2035 Comprehensive Plan (published 2018)) (Attachment G p.1) identified public transit investment as a priority need, including extension of public transit lines, especially to Hephzibah, Fort Gordon, and South Augusta. From this plan the incorporation of BEBs into Augusta Transit's fleet would realize opportunities such as: increase the level and frequency of public transit service; provide services to unserved areas of Augusta; pursue efficiencies and the latest vehicle technologies; and improve the public image of transit service to residents of Augusta-Richmond County.

A Comprehensive Operational Analysis (COA) of Augusta Transit (2017) (Attachment G p.11) long-range recommendations noted 'Higher service frequency and longer hours can only be achieved with additional resources.' While BEBs were not explicitly stated, the primary resource needed, no doubt are 'buses.' Realizing this resource would fulfill many of the survey respondent's needs identified in the COA such as service span, service area, frequency and bus improvements. COA identified that Augusta Transit's fixed route system serves many areas with a high transit need index; however, there are similar rated areas in South Augusta which are unserved.

Future Mobility 2050 is the current Metropolitan Transportation Plan (Attachment G p.24) of the Augusta Regional Transportation Study (ARTS). ARTS is the designated bi-state regional Metropolitan Planning Organization. Several goals in the MTP are realized through the introduction of BEBs. For example, Goal #1 - Reduce Traffic Congestion and Delay, BEBs will improve reliability which in turn will retain existing riders and attract choice riders; Goal #2 - Mobility, Accessibility and Connectivity through new and improved Public transit; and, Goal #6 Environmental Stewardship, incorporating BEBs into the fleet will immediately reduce GHG emissions reduction. It is evident that this project aligns with the specific goals and long-term planning of Augusta-Richmond county.

Green Augusta was initiated in February 2021 (Attachment G p.46). The climate change initiative sought to: review the transition of the city's non-public safety vehicle fleet to zero emissions (electric) vehicles; develop recommendations to strategically transition a determined proportion of such vehicles to alternative fuels such as battery electric; and, have the 'non-emergency fleet vehicles zero emission s by the year 2031.' In 2022 Augusta Transit developed its Climate Action plan to align with the 'Green Augusta' goals and respond to the Federal Transit Administration's Sustainable Transit for a Healthy Planet initiative.

Augusta Transit's Climate Action Plan (Attachment A) commits Augusta Transit by 2031 to: Reduce transit fleet vehicle emissions from fossil fuels by 50%; Increase the number of clean/renewable energy vehicle fleet registrations by 50%; and ensure 100% of operations and maintenance staff are conversant with clean energy vehicle technology. This project will provide reliable transportation which is a key part of the solution to making public transportation a viable and attractive option, while addressing Justice40 initiatives in Augusta-Richmond County.

Augusta Transit's proposed project is consistent with the ZEB Fleet Transition Plan (Attachment I) and regional and local plans identified above.

The more than 30 letters of support from local and regional nonprofits, civic organizations and the private sector demonstrate widespread community support for this specific project (Attachment J). A cleaner, more reliable fleet will make public transit more attractive to users, sustain the attractiveness of Augusta-Richmond County to economic development and help our supporters encourage healthier lifestyles and a healthier environment. Ultimately leading the way to improving the quality of life of all Augusta-Richmond County residents.

Local Financial Commitment

Augusta Transit is requesting \$6,271,325 in FTA Low or No Emission Bus Program funds 5339c for the cost of purchasing five (5) battery electric, ADA compliant, 35-foot transit buses and the necessary charging equipment and infrastructure to support these

buses. The five (5) battery electric buses will replace three (3) diesel buses which currently have exceeded their Useful Life Benchmark (ULB) replacement year by at least 25% and two (2) which will have reached their ULB in 2024 the anticipated time of BEB delivery in 2024.

The local cost share match for this project, in the amount of \$1,118,175 will be provided by non-federal, Augusta, Georgia general fund revenues. A commitment letter signed by the Augusta, Georgia Finance Director and City Administrator demonstrating the availability of local funding is attached to the application in Attachment C – Local Match Documentation. Attachment D – Project Budget provides a detailed breakdown of the project budget.

Project Implementation Strategy

Can this project be obligated within 12 months? ☒ Yes ☐ No

Augusta Transit has selected the Center for Transportation and the Environment (CTE) to serve as project manager and provide technical assistance and GILLIG to provide five 35' BEBs. ChargePoint will provide the supporting charging equipment through GILLIG. Georgia Power will provide the infrastructure design, construction, and installation of infrastructure to support charging equipment deployment through their Make-Ready program at no cost to Augusta Transit.

Grant funds can be obligated within 12 months of selection and the project can be implemented within a reasonable time frame. CTE's Zero-Emission Bus (ZEB) Smart Deployment Methodology is specifically designed to help agencies understand ZEB technologies and how to successfully deploy them. CTE's approach equips agency staff with a robust understanding of the ZEB market and technology options, as well as the impact that these options have on operational strategies and related costs. CTE's services are based on the ZEB Smart Deployment Methodology and reflected in the Project Management Plan (Attachment K), which includes nine primary tasks. The project timeline (Attachment L) includes the necessary milestones for successful project implementation and sequenced appropriately for the project. Project partners are ready to initiate project immediately upon award.

The Transportation Improvement Program (TIP) can be amended to include the project. A letter from the MPO is included in Attachment J p. 8.

The proposed project is expected to qualify for a categorical exclusion under the National Environmental Policy Act (NEPA) (23 CFR 771.118) as the bus deployments do not expand or change the function of Augusta Transit's service. The installation of charging infrastructure will occur within the confines of an existing facility.

Augusta Transit has limited experience with BEBs and will subcontract the periodic Quality Management Systems (QMS) and Quality Assurance (QA) inspections to ensure that the GILLIG BEBs are being built to the expected standards and configurations. To continue the development of our staff and reduce future costs associated with inspections and failures, Augusta Transit has included the cost for a staff inspector to shadow and be trained by the expert inspector.

The following entities are participating as project partners: GILLIG, ChargePoint, Georgia Power, and the CTE. More detailed information on their qualifications is included in Attachment E and their letters of commitment are included in Attachment F. CTE is the national leader in providing technical assistance for ZEB deployments, guiding transit agencies through battery-electric and fuel cell electric bus deployment projects while minimizing project risks. CTE has managed a range of zero-emission bus projects over the last decade, from new bus development and demonstration projects to full fleet deployment projects.

GILLIG is a Federal Transit Administration (FTA) qualified Transit Vehicle Manufacturer (TVM). GILLIG meets or exceeds all FTA requirements imposed on the grantees of Federal funding, including DBE Goals, current Buy America provisions of more than 70% and bus testing requirements. 100% of GILLIG's manufacturing process is completed in the US by American workers. GILLIG's battery electric bus has completed Altoona testing.

ChargePoint is a leading electric vehicle infrastructure company based in Campbell, California. With a fully integrated technology portfolio ChargePoint designs, develops and manufactures hardware and software solutions for electric vehicle charging equipment and infrastructure. GILLIG BEBs are compatible with ChargePoint charging systems and technology.

Georgia Power is an electric utility. Georgia Power's Make Ready Electric Transportation removes the biggest financial hurdle, electrical charging infrastructure, and providing grants to clients allowing it to install, own and maintain the electrical infrastructure

up to the charging point.

Technical, Legal, and Financial Capacity

Augusta Transit is a department of the City of Augusta and has the legal authority to receive federal financial assistance to execute the objectives of this project. Augusta Transit has a long history of funding and is familiar with all Federal regulations including financial accounting, fund disbursements, financial management and audit documentation.

Augusta Transit successfully administers section 5307, 5311 5339b funds and has a legacy in the management of Federal Transit Administration (FTA) grant funds including using FTA's electronic grant application system, TrAMS. Augusta Transit is required by FTA to meet the reporting requirements within FTA's Circular 5010.1E, Grants Management Requirements Circular.

Augusta Transit has successfully passed its 2018 FTA Triennial Review with no major deficiencies. During the second quarter 2022 Augusta Transit is currently undergoing its 2022 Triennial Review (postponed from 2020) and no major deficiencies are anticipated.

Augusta Transit contracts out its transit service to Augusta Transit Management (ATM) a company managed by RatpDev USA Inc. RatpDev USA Inc., is a multimodal transportation services provider and management organization. Mechanics/Technicians will be continuously trained on electric vehicle technology as part of the service contract.

Augusta Transit/ATM employees will also be receiving BEB and systems training from GILLIG included in the base cost of the buses. GILLIG will provide several formalized training courses related to BEB and their components on those buses. These courses include: maintenance department general vehicle orientation; air systems and brakes; basic bus electrical systems; multiplex electrical systems, emissions and BEB Technician training.

GILLIG has a permanent BEB supervising engineer serving the Atlanta Metro region, less than two (2) hours away from Augusta. Due to this proximity, Augusta Transit intends to make full use of any and all industry-leading training courses for not only our full maintenance staff, but all bus operators and facility staff. To further show Augusta Transit's commitment to workforce development, we have elected to include additional training from ChargePoint.

Augusta Transit has over the years developed a strong and stable relationship with GILLIG and is confident that the relationship with the adoption of BEB will enhance training and workforce development programs for years to come. Augusta Transit intends to develop a partnership with a local college, Augusta Technical College, where GILLIG developed training programs will facilitate hands-on experience to college students in BEB operations and technologies.

As required by Georgia Department of Transportation regulations, ATM successfully performs preventative maintenance inspections on its fleet, and will cooperate with Georgia Department of Transportation and GILLIG to learn about maintenance requirements.

Augusta Transit will be leveraging the technical assistance and proven project management capabilities of the CTE to ensure that this project is successful upon award. CTE is the national leader in providing technical assistance for zero-emission bus deployments, guiding transit agencies through Battery Electric Bus deployment projects while minimizing project risks.



Commission Meeting

Meeting Date: January 7, 2024

AO HB581

Department:	Administrator
Presenter:	Tameka Allen, Administrator
Caption:	Discuss and approve path forward for HB581.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Discuss and approve path forward for HB581.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

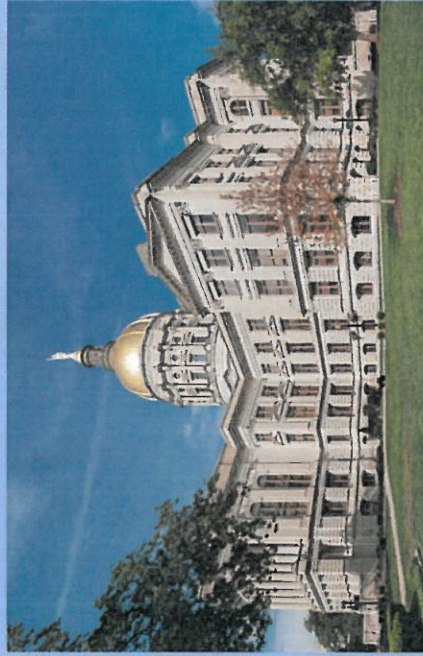
HB 581 Work Session

December 20, 2024

Adapted from ACCG & GMA Joint Training on October 3, 2024 by Ryan
Bowersox (Assistant General Counsel, GMA) and Dante Handel
(Associate Director of Governmental Affairs, ACCG)



Background: Where Did This Come From?



- Legislature entered 2024 session concerned about rising property value assessments and in turn property tax
- Senate leaders wanted measures to control rapid increases in property assessments
- House leaders looked to expand sales tax options
- Various proposals ultimately resulted in HB 581 (& HR 1022)

HB 581: Overview

Signed into law April 18, 2024 (Act 379).

Was contingent upon November Statewide Referendum (HR 1022), which passed

- Passed statewide – 64.5% Yes, 35.5% No
- Passed in Richmond County – 62% Yes, 38% No

Major Components:

1. Statewide Floating Homestead Exemption
2. New Local Option Sales Tax
3. Property Tax Procedural Changes



Presentation Outline

- When does this bill take effect?
- What is a floating homestead exemption?
- What is the possible financial impact?
- What is the procedure to opt out and what is the timeline?
- What is the new sales tax?
- Other property tax changes
- Policy considerations
- Questions for local governing body



When Does this Bill Take Effect?

January 1, 2025



HB 581

Statewide Floating Homestead Exemption

HB 581 implements a statewide floating homestead exemption for all local governments:

- Counties
- Cities
- School Boards

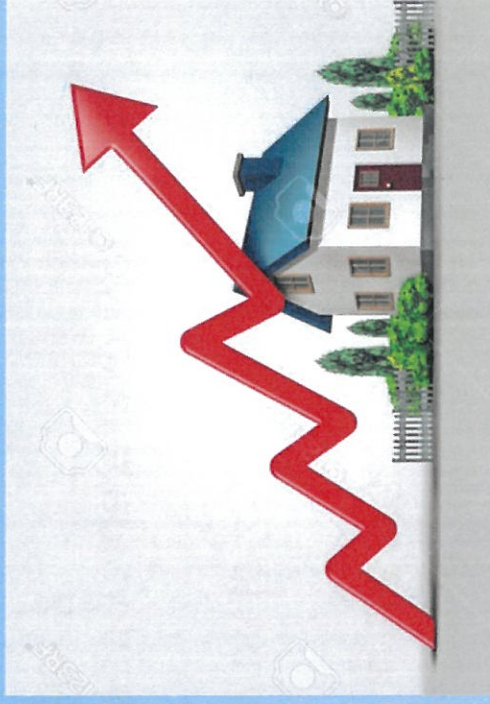
A floating homestead is a special type of homestead exemption designed to offset or reduce increases in taxable value to the property.



How Does a Floating Homestead Exemption Work?

It works by increasing the value of the exemption to offset inflation. For example:

- Property had a taxable value of **\$100,000** in Year 1
- Taxable value increases to **\$110,000** in Year 2 due to market changes
- The exemption '**floats**' to be worth **\$10,000** of taxable value, so the taxpayer still pays on the original Year 1 value of \$100,000



How Does HB 581's Floating Homestead Exemption Work?

Base year value is adjusted (will increase) by a **rate of inflation** determined by the State Revenue Commissioner – likely CPI. Example:

- Property has **\$100,000** taxable value in Year 1 and **\$110,000** in Year 2
- But if CPI is **2%**...
- Base value of \$100,000 may be increased only up to 2%, giving an adjusted value of **\$102,000**
- Exemption 'floats' to be worth \$8,000 of assessed value = taxpayer would pay on a taxable value of \$102,000 in Year 2

How Does HB 581's Floating Homestead Exemption Work?

- For homes first receiving this exemption in taxable year 2025, the base year assessed value will be the 2024 assessed value.
- Similar to other homestead exemptions, the value will be reset when the home is sold and is adjusted with “substantial property change.”
- Homeowners can not transfer exemption to new property.



How Does HB 581's Floating Homestead Exemption Work?

- The effect of HB 581's homestead exemption:
 - The taxable value of a home may only increase at a rate of inflation each year
 - Essentially, controlling this will control how much the "value" of a home can increase annually
- Homeowners already granted a homestead will receive this exemption automatically
 - *In 2024, approx. 31,000 properties in Richmond County – 38% of all properties*
- Non-homesteaded property (i.e., Commercial) will continue to be valued at fair market
 - *In 2024, approx. 49,000 properties in Richmond County – 62% of all properties*



How Does this New Homestead Exemption Impact Existing Homestead Exemptions?

- This new floating homestead exemption is in addition to and not in lieu of all non-floating homestead exemptions. **This will not repeal/replace existing homestead exemptions!**
- Existing local exemptions, such as the \$2,000 of assessed value, are added after the floating homestead exemption is calculated.



How Does this Affect All Properties?

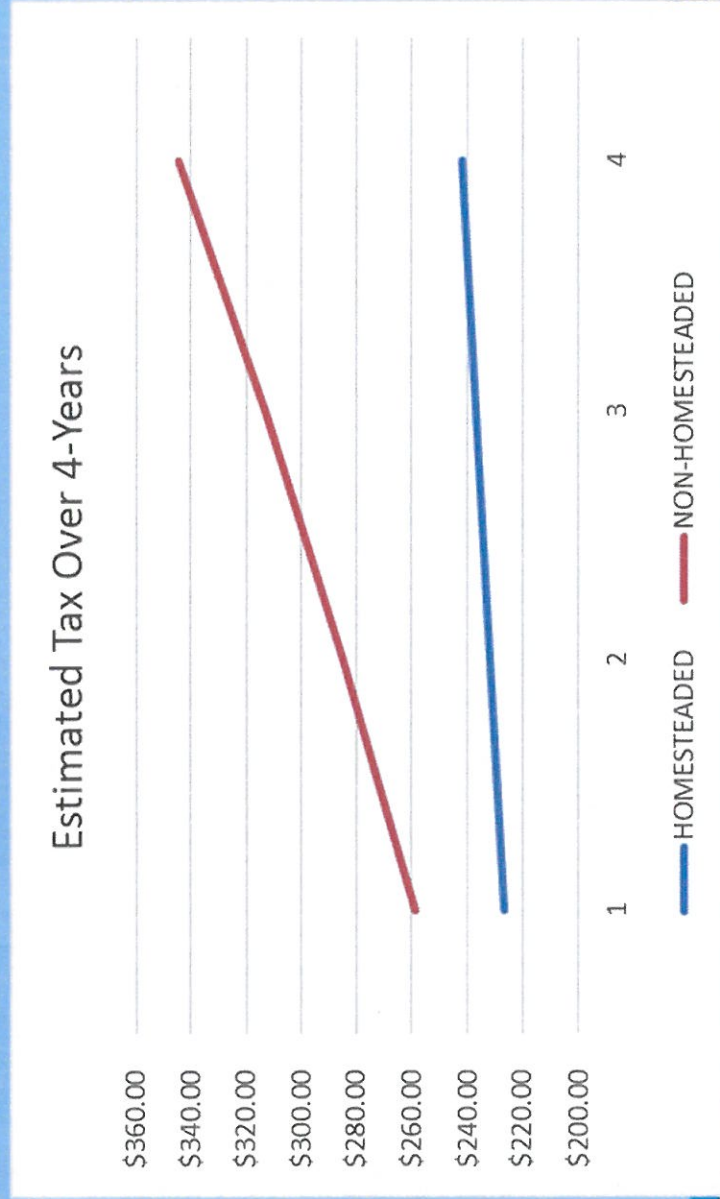
- The overall property tax collected will remain roughly the same.
- That means the roll-back rate will be **higher** to offset the exemptions.

For two properties valued at \$100,000, with annual appreciation of 10% and annual CPI of 2%, and a stable millage rate of 6.468:

	ESTIMATED TAX			
	Base Year	Year 1	Year 2	Year 3
HOMESTEADED	\$ 226.38	\$ 231.55	\$ 236.83	\$ 242.22
NON-HOMESTEADED	\$ 258.72	\$ 284.59	\$ 313.05	\$ 344.36



How Does this Affect All Properties?



Financial Impact for Augusta

	Increase in Home Value		No Increase in Value
	Current	With Floating Homestead	
Assessed Value	100,000	100,000	110,000
Market Increase	10,000	10,000	
<i>Float Exemption</i>		<i>(8,000)</i>	
New Assessed Value	110,000	102,000	110,000
Taxable Value	39,000	35,800	39,000
Millage Rate	6.648	6.648	6.648
Tax	\$ 259	\$ 238	\$ 259



Financial Impact for Augusta

	2024 Actual	2024 w/ Floating Homestead	Change
Ad Valorem Taxes	\$52,453,757	\$ 52,452,193	\$ (1,564)
Roll Back Rate	6.4680	6.525	0.057
Additional Exemptions w/cap at 4.1%		\$ 71,083,396	

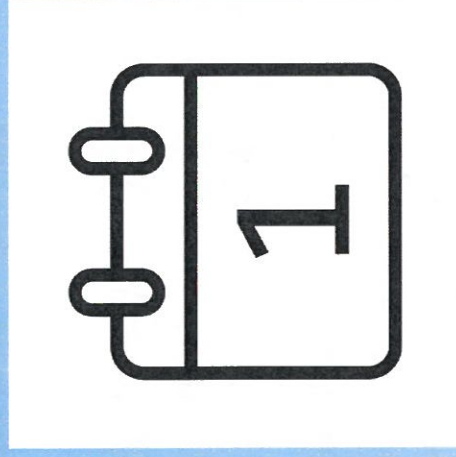
How Can a Local Government “Opt Out” of the Homestead Exemption?

- Any governing authority may elect to opt out of the floating homestead exemption created by HB 581 by following a procedure like the “public notification of tax increase” when a full rollback is not taken.
- The local government must advertise and conduct three public hearings of intent to opt out and later adopt a resolution.
- Must file resolution to Secretary of State by **March 1, 2025!**
- If procedures are not met, opt out is not effective.

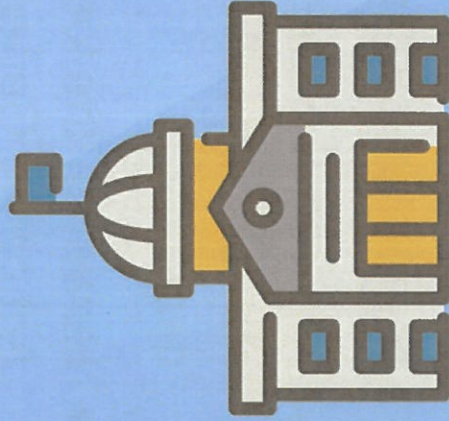


How Can a Local Government “Opt Out” of the Homestead Exemption?

- This process may not begin until the bill takes effect on January 1, 2025, and must be completed by March 1, 2025.
- A governing authority may not opt-out of the statewide floating homestead exemption after this deadline.
- However, the local delegation may pass a local Act of the General Assembly to implement a local floating homestead exemption at any time.



How Can a Local Government “Opt Out” of the Homestead Exemption?



- Important to note: The decision to opt out is independent among local governments
- **Augusta and the Richmond County Board of Education will each decide whether to opt out**
- The decision of whether or not to opt out will not impact the other local government's homestead exemption
- This may result in homes having different taxable values



Is the Decision to “Opt Out” or “Stay In” Permanent?

- **Yes**
- No action is needed by the local government to have the homestead exemption apply
- Once the “opt out” period has passed, currently there is no future method to opt in or opt back out
- A similar homestead exemption can still be done in traditional manner



HB 581 Timeline

November 5, 2024: Statewide Question on Constitutional Amendment

January 1, 2025: HB 581 takes effect

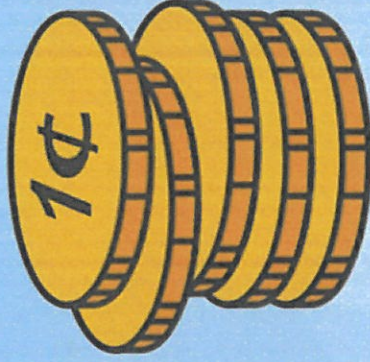
March 1, 2025: Deadline for local governments to “opt out” of homestead exemption



HB 581

Sales Tax Revisions and FLOST

- HB 581 makes two major changes to local sales tax:
 - Revises the provisions of O.C.G.A. 48-8-6 which limits the percentage of local sales tax a jurisdiction may levy.
 - Creates new local option sales tax contingent upon jurisdictions having a base year value homestead exemption.



Revised Local Sales Tax Limitation

- This legislation revises the existing two percent local sales tax cap; exemptions now include:
 - ESPLOST
 - Up to one percent of the transportation sales taxes, which include:
 - Regional TSPLOST
 - Single-County TSPLOST
 - Transit SPLOST
 - MARTA
 - One of the specialty pennies, including:
 - **The new sales tax for property tax relief created by HB 581**
 - Columbus-Muscogee and Macon-Bibb OLOST
 - **Augusta-Richmond Coliseum SPLOST**
 - MOST for Atlanta and cities connected to its water system (East Point, College Park, and Hapeville)

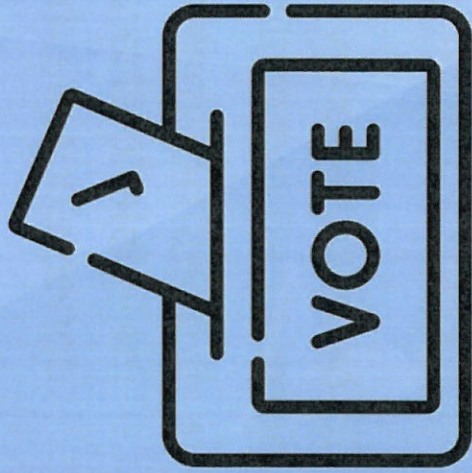


What is the New Sales Tax?

- A new sales tax is created for the limited purpose of property tax relief – it may be levied in **0.05 percent increments up to one percent**.
- To be eligible to levy the tax, the county must have in effect a floating homestead exemption.
- It **does not** matter if the school boards opt out or not since they are ineligible to share in the proceeds of the tax without a separate constitutional amendment.



How is the New Sales Tax Implemented?



- The tax **must** be approved through **local referendum**
- Approval by the voters will be required to levy the sales tax

How is the New Tax Collected and Distributed?

- Collection of the tax will begin at the start of the next calendar quarter beginning more than 50 days after that date (as opposed to eighty days for other local sales taxes).
- The Georgia Department of Revenue (DOR) sends the money to the county.



How Can the Tax Be Renewed?

- The tax can run up to **5 years**
- Prior to the expiration, if the local governments want to renew, it requires:
 - Passage of a **local Act** calling for the reimposition of the tax
 - A **new referendum** to approve the tax by the voters



How are Funds From the New Sales Tax Used?

- Funds must be used exclusively for **property tax relief**
- Each taxpayer's property tax bill shall state the amount by which property tax has been reduced because of the imposition of this tax.
- The roll-back rate shall be reduced annually by the millage equivalent of the net proceeds of this new tax received by the political subdivision during the prior taxable year.
- If any political subdivision is not in compliance with the use of the proceeds from this tax, then the State Revenue Commissioner shall not certify the tax digest of that political subdivision until it comes into compliance.



Financial Impact for Augusta

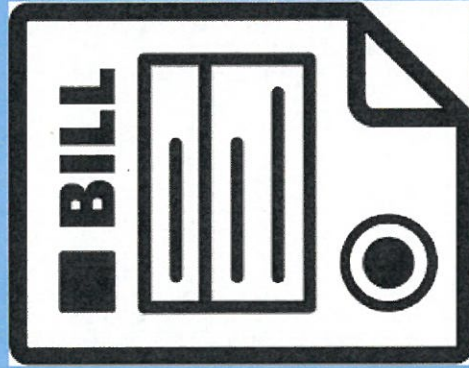
Potential Impact of Additional Sales Tax

	2025	2025
Ad Valorem Taxes	\$ 52,098,090	\$ 28,348,090
LOST	47,500,000	47,500,000
Additional 0.5% FLOST		23,750,000
Total	<u>\$ 99,600,115</u>	<u>\$ 99,600,115</u>



HB 581

Procedural Property Tax Changes



- Created an “estimated roll-back rate” which is certified to the tax commissioner/collector by the local governments.
- The estimated roll-back rate is required to be included on the assessment notice, replacing the previous year’s millage rate.
 - Designed to attempt to allow local government to give more accurate estimate of what tax liability will be.

HB 581

Procedural Property Tax Changes

- This gives local governments broad flexibility to set this rate wherever they deem appropriate
 - This does not need to be the same millage rate as the rollback rate for taxpayer bill of rights
- If the adopted millage rate exceeds the estimated roll-back rate, then a disclaimer is included on the tax bill stating the name of the governing authority that exceeded the estimated roll-back rate and that this will result in an increase of taxes owed.

HB 581

Procedural Property Tax Changes

- Removed the provision that the sale price is the maximum allowable fair market value in the next taxable year.
- This provision caused the Department of Audits and Accounts (DOAA) to change their sales ratio study methodology when it was originally passed in 2010, so this change will improve the sales ratio study and prevent penalties on local governments and their taxpayers.
- This legislation also allows the Board of Assessors to appeal the sales ratio study directly instead of requiring a local government to appeal on their behalf.



HB 581

Procedural Property Tax Changes

- Modifying the three-year lock for appeals so the taxpayer only receives the lock if they receive a value reduction upon appeal.
- Updating the settlement conference statute so that if neither the taxpayer nor their representative participates in good faith, then the taxpayer shall not receive the benefit of the temporary 15 percent reduction in taxes owed and shall not be awarded attorney's fees.
- Requiring that the chief appraiser ensure that every parcel in the county be appraised at least every three years.



Policy Considerations

- The floating homestead exemption benefits homeowners, especially those that reside in the community for a long period of time after this legislation takes effect.
- **Taxes do not disappear – they only shift:** the taxes are shifting from homestead properties to all other property types (commercial, agricultural, industrial, residential non-homestead).



Policy Considerations

- Since the floating homestead exemption slows the growth in value for residential homestead properties, it will create some upward pressure on the millage rate.
- The effects of a floating homestead increase over time, so this will have a smaller impact in the early years and a larger impact in the later years.
- Each local government (counties, cities, and schools) may independently decide whether to opt out.



Policy Considerations

- Even if we decide to opt out, nothing precludes our local delegation from passing a local Act putting a local floating homestead to referendum in Augusta.
- If we decide to opt out, it may be best practice to explain this decision to the public and the local delegation.
- Imposing the FLOST would require a referendum, as would renewing it in 5 years.



Questions for the Governing Body

- Does Augusta want to opt in or opt out of the floating homestead exemption?
- If we opt in, do we want to pursue the Flexible Local Option Sales Tax (FLOST) to replace property taxes?
 - Would require a referendum



Path Forward

- On agenda for January 7 Commission meeting
 - If you choose to opt in, no further action is needed
 - If you choose to opt out, we will schedule the three required public hearings



Questions?





Commission Meeting

January 7, 2025

Board and Authority Member Eligibility

Department:	N/A
Presenter:	N/A
Caption:	Discuss Board and Authority member eligibility. (Requested by Commissioner 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

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Tuesday, December 17, 2024 3:55 PM
To: Lena Bonner
Subject: Discussion for Board and Authority

Mrs. Bonner, can you add on the next Committee Agenda?

Discuss Board and Authority member eligibility.

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

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AED:104.1



Commission Meeting

January 7, 2025

Salary Increase Request for Marshal's Office

Department:	N/A
Presenter:	N/A
Caption:	Salary Increase Request for Marshal's Office. (Requested by Commissioner Francine Scott)
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 Francine Scott
Sent: Thursday, December 26, 2024 8:48 AM
To: Lena Bonner
Subject: Fwd: Salary Increase Request
Attachments: image001.png; image002.jpg

Good Morning Ms. Bonner,

Please add the attached information as an agenda item to be discussed at January 7, 2025 Commission meeting.

Thank you.

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From: Amelio R. Lamkin <ALamkin@augustaga.gov>
Sent: Friday, December 13, 2024 2:14 PM
To: Commissioner Alvin D. Mason <AMason@augustaga.gov>; Commissioner Brandon Garrett <BGarrett@augustaga.gov>; Commissioner Catherine Smith-McKnight <CSmith-McKnight@augustaga.gov>; Commissioner Francine Scott <CScott2@augustaga.gov>; Commissioner Jordan Johnson <CJohnson4@augustaga.gov>; Commissioner Sean Frantom <SFrantom@augustaga.gov>; Commissioner Bobby Williams <Bobby.Williams@augustaga.gov>; Commissioner Stacy Pulliam <SPulliam@augustaga.gov>; Commissioner Tony Lewis <tony.lewis@augustaga.gov>; Commissioner Wayne Guilfoyle <WGuilfoyle@augustaga.gov>; Garnett Johnson <garnettjohnson@augustaga.gov>
Cc: William C. Probus <WProbus@augustaga.gov>; Jeffrey M. Barrett <JBarrett@augustaga.gov>
Subject: FW: Salary Increase Request

Good afternoon, Governing Body

Listed below is the correspondence I have had with the Administrator about the 19 resignations I have received due to the recent commission actions. I would like to address the full commission at the earliest convenience. Your attention in this matter is greatly appreciated.

Ramone Lamkin, MSCJ
 Marshal
 Richmond County Marshal's Office
 Suite 720
 535 Telfair St.
 Augusta, GA 30901
 Office: 706-821-2517
 Mobile: 706-339-0724
www.richmondcomarshal.com

same quick manner in the past. The reason for these altered responses is directly related to the salary disparity discussed above. I and my agency will have to focus primarily on our core missions which entail court and civil service, evictions, building security and airport services. When my staffing levels return to normal levels, I will be able to resume a more robust agenda.

Rather than an across-the-board increase, I am proposing a regressive pay model. Specifically, deputies would receive a 10% increase, Corporals would receive an 8% increase, Sergeants would receive a 6% increase, Lieutenants would receive a 4% increase and Captains and above would receive a 2% raise. This model would cost approximately \$320,000 and would immediately rectify the pay disparity outlined above and would further assist in our recruitment and retention efforts.

I request to appear before the Commission on the first scheduled full Commission meeting so that I may present these issues to the body. Thank you for your assistance in this matter.

Respectfully,
Ramone Lamkin, Marshal

Ramone Lamkin, MSCJ
Marshal
Richmond County Marshal's Office
Suite 720
535 Telfair St.
Augusta, GA 30901
Office: 706-821-2517
Mobile: 706-339-0724
www.richmondcomarshal.com



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AED:104.1



Commission Meeting

Meeting Date: January 7, 2025

AO RFP #25-300 State Lobbying

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Motion to approve award of RFP #25-300, State Lobbying and Legislative Representation Services, to Holland & Knight LLP, pending final contract negotiations.
Background:	Augusta has engaged lobbying firms to advocate for Augusta's interests at the State and Federal levels. The State lobbyist is responsible for assisting the County in drafting local legislation, developing and pursuing an annual legislative policy agenda, and monitoring emerging legislation that may impact Augusta. The term of Augusta's current State lobbying contract ended on December 31, 2024.
Analysis:	<p>The Procurement Department issued RFP #25-300 for State Lobbying and Legislative Representation Services. Two complete proposals were received. After evaluation, Holland & Knight LLP was determined to be the best, most responsive proposer.</p> <p>The proposed contract would be awarded for a term of three years. Staff are currently working with Holland & Knight LLP to develop a contract under the attached Terms of Engagement.</p>
Financial Impact:	Holland & Knight LLP's fee is \$96,000.00 per year. This is a slight cost savings over the 2022-2024 contract amount of \$102,000.00 per year. Funds are budgeted in the Administrator's Office budget.
Alternatives:	Cancel RFP #25-300 and proceed without a State lobbyist for the 2025 session.
Recommendation:	Approve award of RFP #25-300, State Lobbying and Legislative Representation Services, to Holland & Knight LLP, pending final contract negotiations.
Funds are available in the following accounts:	101013210-5211120
<u>REVIEWED AND APPROVED BY:</u>	N/A

1180 West Peachtree Street NW, Suite 1800 | Atlanta, GA 30309 | T 404.817.8500 | F 404.881.0470
Holland & Knight LLP | www.hklaw.com

Robert S. Highsmith Jr.
+1 404-898-8012
robert.highsmith@hklaw.com

December 30, 2024

Via E-mail (procbidandcontract@augustaga.gov)

Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Re: Engagement with Holland & Knight LLP

Dear Ms. Williams:

Holland & Knight LLP is grateful for the opportunity to represent Augusta, Georgia in Georgia state lobbying and legislative representation in response to your office's solicitation. Our engagement would begin January 1, 2025. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

Holland & Knight proposes a fixed fee of \$8,000 per month for a total of \$96,000 per year for this engagement.

Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies. If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

We look forward to working with you for a successful 2025 and beyond.

Sincerely yours,

HOLLAND & KNIGHT LLP



Robert S. Highsmith Jr.

Nancy Williams
December 30, 2024
Page 2

Item 17.

Approved this _____ day of _____, 2024.

AUGUSTA, GEORGIA

By: _____

Its: _____

HOLLAND & KNIGHT LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for

retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP

personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) both you and the other client have consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Holland & Knight

www.hklaw.com

Response to Request for Proposals from the

City of Augusta

RFP Item #25-300 (State Lobbying and Representation Services)

Technical Proposal

November 13, 2024

Marci Rubensohn

Senior Policy Advisor | Atlanta | 404.817.8552 | marci.rubensohn@hklaw.com

ATTACHMENT A

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

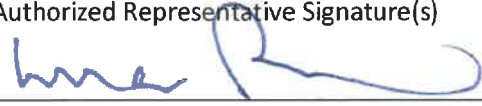
Complete Primary Address 1180 West Peachtree Street N.W., Suite 1800	City Atlanta	City GA	Zip Code 30309
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title Marci Rubensohn, Senior Policy Advisor	Telephone Number (include area code) 404.817.8552		
Email Address marci.rubensohn@hklaw.com	Fax Number (include area code) 404.881.0470		
Company Website Address www.hklaw.com	Type of Organization (check one) (X) Limited Liability Partnership (LLP) (See Attached) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP 25-300 State Legislative Lobbying Services described herein will be received in the Procurement Department, Suite 605, 535 Telfair Street, Augusta, Georgia 30901 on <u>Tuesday, October 22, 2024</u> until <u>11:00 a.m. (EST)</u>. Proposals shall be marked in accordance with the RFP 25-300 State Legislative Lobbying Service (MULTIYEAR CONTRACT)</p> <p>CAUTION: The Augusta, Georgia Postmaster will deliver certified or Special Delivery Mail to specific addresses within August, Georgia Government. When sending bids of time sensitive documents, you may want to consider a courier that will deliver to specific addresses at a specific time.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s) 	Title(s) Senior Policy Advisor		
Type or Print Name(s) Marci Rubensohn	Date October 22, 2024		

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Disclaimer: The information provided in this handout is general information and not designed to be and should not be relied on as your sole source of information when analyzing and resolving a specific legal issue. Each fact situation is different; the laws are constantly changing. If you have specific questions regarding a particular fact situation, we urge you to consult with legal counsel.

All product and company names are trademarks™ or registered® trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

A. Procurement Documents

The following Procurement Documents are to include the following:

- **Augusta's Attachment "B" Form**
- **Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance (E-Verify)**

Completed copies of the requested procurement documents, along with supporting documents, from Holland & Knight follow this page.

Attachment B

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Conflict of Interest

PAGE 2 OF 2

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

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.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

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

Date of Authorization

**** (E-Verify Number)** 1852393

July 6, 2022

Holland & Knight LLP

State Lobbying and Legislative Representation Services RFP Item # 25-300

Name of Contractor

Name of Project / Bid Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

Name of Public Employer

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

Executed on October 11, 2024 in Atlanta (City), GA (State).



Marci Rubensohn, Senior Policy Advisor

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th **DAY OF** October, 2024



03/23/27

Notary Public

My Commission Expires:

The undersigned further agrees to submit a notarized copy of Attachment B and any required document Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agr any subcontractor(s) as requested and or required. I further understand that my submittal will be deem process is violated.



You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Documei

RFP 25-300 State Lobbying and Legislative Representation Services
RFP Due: Tuesday, October 22, 2024 @ 11:00 a.m.

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GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **HOLLAND & KNIGHT
LLP**

Control Number: **K701659**

Business Type: **Foreign Limited Liability
Partnership**

Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **524 GRAND REGENCY
BLVD, BRANDON, FL,
33510, USA**

Date of Formation /
Registration Date: **1/1/1997**

Jurisdiction: **Florida**

Last Annual Registration
Year: **2024**

Principal Record Address: **524 GRAND REGENCY
BLVD, BRANDON, FL,
33510, USA**

REGISTERED AGENT INFORMATION

Registered Agent Name: **CORPORATE CREATIONS NETWORK**

Physical Address: **2985 GORDY PARKWAY, 1ST FLOOR, MARIETTA, GA, 30066, USA**

County: **Cobb**

[Filing History](#)

[Name History](#)



I certify from the records of this office that HOLLAND & KNIGHT LLP is a Florida Limited Liability Partnership, filed on January 6, 1998.

The document number of this registration is LLP980000003.

I further certify that the status of said limited liability partnership is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of April, 2024



CR2E022 (01-11)


Cord Byrd
Secretary of State



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #25-300 (State Lobbying and Legislative Representation Services)

[RFP Project Number and Project Name]

Marci Rubensohn

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Holland & Knight LLP

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.


Signature of Applicant

Marci Rubensohn

Printed Name

* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF October, 2024



Notary Public

My Commission Expires:

03/23/2027

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Rev. 2/17/2016

B. Qualifications and Experience of the Firm

Firms are to include the following experience in reference to your company:

(a) Describe your experience, capabilities and other qualifications for this project.

Since opening our doors in 1994, many Georgia government entities as well as private companies have turned to Holland & Knight's Atlanta office because of our strong local, state, regional, national and global capabilities. Holland & Knight has represented Augusta for three years at the State Capitol and we have a track record of success throughout the term of our engagement.

Named "Top Players in the Georgia Legislature" by the *Atlanta Journal-Constitution*, Holland & Knight has provided top-notch service and results for government advocacy clients in the state capital since 1998. As your legislative advocate, we work to identify, pass, amend, or defeat proposals affecting your agenda.

Holland & Knight's Atlanta office is located at 1180 W. Peachtree Street N.W. It is about four miles from the State Capitol building, making it easy for your Holland & Knight team to attend legislative proceedings on a daily basis.

(b) Disclose any relationships that may be considered a conflict of interest or may raise a conflict of interest.

Holland & Knight does not have a conflict of interest representing Augusta.

We say this because we follow the applicable rules of professional conduct. We run all clients through the firm's electronic database, which contains all of our representations to determine if a conflict of interests exists. If one does exist, we attempt to get a waiver of the conflict of interest. If unable to obtain a waiver, we decline the conflicting representation. No file may be opened without this process being followed.

(c) Disclose any relationships that may have an impact upon the services to be provided.

Holland & Knight does not have any relationship that may have an impact upon the services provided.

(d) Describe in detail your demonstrated experience in bi-partisan and coalitions building.

Building legislative coalitions to support mutual goals is a Holland & Knight specialty. Members of our team have worked with – or even for – several statewide local government groups that have common interests with Augusta.

For example, Marci Rubensohn, your proposed Holland & Knight team leader, was the deputy director of government relations at the Georgia Municipal Association for over a decade. During that time, she developed legislative policy positions for the association and cultivated strong relationships with local and state elected officials. She still maintains those ties today – and can use them to benefit Augusta and its citizens. Ms. Rubensohn also:

- Works closely with the Association of County Commissioners of Georgia, and supports the ACCG on legislative matters that are important to Augusta.
- Represents the Georgia Association of Voter Registration and Election Officials to advocate for responsible, efficient and cost-effective administration of elections.

Our lobbying team works closely with the Georgia Chamber of Commerce and other business associations to ensure effective communication during the legislative session and throughout the year.

(e) Demonstrate and document successful state legislative lobbying service experience for an entity comparable to Augusta during the last five (5) years.

Our team has provided legislative services to other municipal clients such as the City of Savannah (pop. 148,000). Our accomplishments with the “Hostess City of the South” include the following:

- Secured legislation that increased the Savannah hotel/motel excise tax to fund infrastructure improvements.
- Secured legislation to amend the Savannah charter.
- Secured legislation to create a community improvement district to create a funding mechanism for riverfront improvements.
- Secured legislation amending the Savannah Development and Renewal Authority.
- Secured an exemption for Savannah's historic district from small-cell technology.
- Secured statutory authority for the City of Savannah to use real estate brokers to sell commercial property.
- Secured statutory authority to authorize the city to enter into long-term property leases.
- Defensive measures to protect the Savannah Airbnb ordinance from state pre-emption.
- Defensive measures to protect a local Savannah shopping cart ordinance from state preemption.
- Defensive measure against the de-annexation of Savannah Memorial Hospital from the city.

(f) Provide a list of legislation or initiatives advanced in the last five (5) years, demonstrating experience in advancing legislation or initiatives; and strategies used therein.

On behalf of Augusta, Holland & Knight successfully lobbied for the passage of the Coliseum Special Purpose Local Option Sales Tax – a priority legislative policy for Augusta. This half-penny sales tax provides a funding mechanism for the new coliseum and was a significant, high-profile victory for Augusta-Richmond.

Additionally, the Holland & Knight team has successfully established an annual commission and local legislative delegation dinner at the start of the legislative session for local and state elected officials to collaborate and thoughtfully engage each other.

The Holland & Knight team works closely with the legislative delegation throughout the legislative session and the year to ensure that the delegation understands Augusta's support and opposition to legislation as it moves through the process. We also host events for local groups when visiting the Capitol.

As stated earlier, clients come to Holland & Knight because of our quality, service and, most importantly, results. In the state capital, recent successes include the following:

- Defensive measures against the secession of the Buckhead neighborhood from the City of Atlanta.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.
- Successfully passed legislation on behalf of CIM Group, a large national real estate development corporation, which created a \$600 million tax incentive – the largest such incentive in Georgia history.
- On behalf of the Atlanta Hawks basketball team, successfully extended car rental tax collections beyond their 2038 sunset date. This will raise at least \$110 million to fund Philips Arena's renovation.
- Secured legislation that extended the permissible lease term of city facilities.
- Facilitated appointments of city officials to state legislative study committees.
- Enhanced the relationships between members of the local legislative delegation and city officials and staff.
- Defeated legislation that would have criminalized homelessness.
- Led the lobbying team that stopped the state takeover of Hartsfield-Jackson Atlanta International Airport in 2021, 2020, 2019 and 2018.
- At the request of a municipal client, we successfully passed legislation to create a new Community Improvement District within the city to fund streetscape projects.
- Our team successfully negotiated the implementation of a local fire district bill to address funding concerns.

Your proposed state team leader, Senior Policy Advisor Marci Rubensohn, has had extensive experience in representing municipal government, including the City of Savannah and the City of Atlanta, which makes Holland & Knight uniquely qualified to represent Augusta. Her accomplishments include many of the legislative priorities on the Savannah legislative agenda such as:

- The initial creation the IT/Logistics Corridor, followed by legislation to expand the boundaries of the Corridor, and successful procurement of \$400,000 in the state budget for the Corridor.
- An exemption for Savannah's historic district from small-cell technology.

- Defensive measures to protect the Savannah Airbnb ordinance from state pre-emption.
- Defensive measures to protect the Savannah shopping cart ordinance from state preemption.
- Defensive measure against the de-annexation of Savannah Memorial Hospital from the city.
- Statutory authority for the City of Savannah to use real estate brokers to sell commercial property.
- Secured legislation that increased the Savannah hotel/motel excise tax to fund infrastructure improvements.
- Secured legislation to amend the Savannah charter.
- Secured legislation to create a community improvement district to create a funding mechanism for riverfront improvements.
- Secured legislation amending the Savannah Development and Renewal Authority.
- Secured statutory authority to authorize the city to enter into long-term property leases.

Proposed team member Robert Highsmith represents diverse large corporate and governmental clients in contested matters, large transactions and government affairs before myriad Georgia state and local governmental agencies including the Public Service Commission, Department of Community Health, Department of Revenue, the General Assembly and the City of Atlanta. He also advocates before Georgia's congressional delegation. His recent achievements include the following:

- Stopped state takeover of Hartsfield-Jackson Atlanta International Airport in 2018, 2019 and 2020.
- Defensive measures against the secession of the Buckhead neighborhood from the City of Atlanta.
- Successfully represented the Metropolitan Atlanta Rapid Transit Authority (MARTA) in passing legislation granting more flexibility in the negotiation and selection of concession partners at MARTA stations throughout metropolitan Atlanta.

Mr. Highsmith also served as treasurer to the referendum campaign committee, alongside Ambassador Andrew Young as chairman during the approval of Atlanta's Municipal Option Sales Tax (MOST) and subsequent extension.

(g) Provide how many years operated under current company name.

Fifty-six years.

(h) Provide if ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from doing business.

Holland & Knight has never been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any state or federal department or agency from doing business.

(i) Provide a list of previous clients for whom you have performed lobbying services.

Below is a list of government advocacy clients Holland & Knight currently represents in Atlanta. This list is available online from the Georgia Government Transparency and Campaign Finance Commission website:

- | | | |
|-------------------------------------|--|---|
| • Applied Information | • CIM Atlanta Developer, LLC | • Grocery Delivery E-Services USA, Inc. |
| • Atlanta Beltline, Inc. | • City of Atlanta | • Lockheed Martin Corporation |
| • Atlanta Gas Light Company | • City of Savannah | • Pew Charitable Trust |
| • Atlanta Hawks, LLC | • Classic Center Authority | • Putnam County |
| • Augusta-Richmond County | • Emergent Biosolutions | • Securitas |
| • Caesar's Enterprise Services, LLC | • Georgia Association of Voter Registration and Election Officials | • Schneider Electric |
| • Centene Corporation | | • The Coca-Cola Company |
| • Charter Communications | | • Verified Voting |

(j) Provide a list of current clients for whom you will perform lobbying services during the upcoming legislative session. Do not include contact information for current clients. Include a list of projected legislation to be advanced for each identified client.

Holland & Knight's current clients are listed in the previous question. Their legislative initiatives are still being developed. However, our representation of other local government clients enhances our ability to advance legislation that will benefit Augusta.

(k) Provide information regarding the extent of your relationship with State and Federal agencies.

As stated earlier, Holland & Knight has had a formidable state lobbying practice in Atlanta since 1998. Much of this strength has come from our relationships on both sides of the aisle and with key state officials, including those listed below:

Governor: Holland & Knight has a relationship with Gov. Brian Kemp and with several key members of his policy staff. Our relationship with Governor Kemp goes back to when he was in the state Senate.

Atlanta Partner Robert Highsmith – a proposed team member for Augusta – once served as general counsel to then-Gov. Sonny Perdue. At the time, Mr. Kemp served as Governor Perdue's floor leader in the Senate. Mr. Highsmith worked with Mr. Kemp regularly to successfully enact the Perdue Administration's legislative package.

Since then, we have actively supported Governor Kemp's campaigns in his political career, from agriculture commissioner to secretary of state to governor. Our relationships with his key staff members are strong.

Lieutenant Governor: We have a strong relationship with the lieutenant governor and his staff. We worked closely, and successfully, with his chief of staff and key policy advisors throughout the last legislative session on several matters of high importance to several of our clients.

Attorney General: Our team has worked closely with Attorney General Chris Carr throughout Mr. Carr's various positions in federal and state government and the private sector. We supported his campaign for attorney general and continue to work with him on a regular basis.

Secretary of State: Holland & Knight has worked closely with the secretary of state, the deputy secretary of state and the agency's policy and legal staff on important elections issues, including issues facing the election superintendents.

Speaker of the House: We have solid relationships with the Speaker and his staff members. Holland & Knight has previously worked closely with the Speaker's chief of staff and chief counsel on a number of legislative issues, and we maintain a positive working relationship with the Speaker as well as additional key staff members.

President Pro Tempore of the Senate: Holland & Knight has strong relationships with the senate president pro tempore. We worked directly with him and his staff on several legislative issues.

Majority and Minority Leaders of the House and Senate: Holland & Knight works closely with leadership of both political parties in both legislative chambers. We have strong relationships with the current majority and minority leaders, and are closely watching the minority leadership races that will take place after the November election.

Our team represents diverse large governmental and corporate clients in government affairs before myriad Georgia state and local governmental agencies, including the:

- | | |
|-------------------------------------|--|
| • Department of Transportation | • Department of Community Health |
| • Department of Community Affairs | • Department of Insurance |
| • Department of Revenue | • Department of Economic Development |
| • Public Service Commission | • Environmental Services Authority |
| • Environmental Protection Division | • Georgia Emergency Management Authority |

Augusta Legislative Delegation: Marci Rubensohn, your proposed Holland & Knight team leader, maintains close relationships with several members of the Augusta delegation, hosting lunches, dinners and checking in regularly on issues that impact Augusta under the Gold Dome.

(I) State your experience with or familiarity with state and federal funding (including, but not limited to transportation funding) provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but at minimum, balance sheet, income statement and cash flow statement may be accepted.)

State Appropriations. Being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel means Holland & Knight has the connections to the state agencies and elected officials that Augusta needs to achieve your goals.

Our team has government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year.

We can use our ties to identify appropriations that will contribute to the levels of service and quality of programs provided to the citizens and stakeholders of Augusta.

For example, Holland & Knight successfully lobbied for \$42 million for Walton County to secure funding for a new reservoir, ARPA funding for the Atlanta Beltline, and general appropriations and ARPA funding for the City of Savannah. The team has successfully secured funding from the Department of Community Affairs for low income housing tax credit projects.

Federal Appropriations. The fee for federal lobbying and appropriations is not included in the scope of this engagement. However, Holland & Knight has the experience to actively and aggressively advocate for Augusta to advance its priority issues at the federal level.

These efforts can include lobbying the congressional delegation, key congressional committee and subcommittee leaders, House and Senate leaders, the White House, and federal department/agency officials to achieve your legislative, regulatory, and funding objectives.

Regarding funding, Holland & Knight has also helped our clients achieve their economic development goals through grants and other forms of federal funding. In fact, we have helped deliver over \$1 billion for our clients' large-scale projects from multiple Cabinet-level departments such as Transportation, Energy, and Defense as well as agencies such as the EPA.

Other policy areas in which Holland & Knight clients have enjoyed recent federal funding successes include the following:



Transportation. \$830 million in TIGER, BUILD, and RAISE grants; over \$296 million in INFRA multimodal freight and highway project grants; \$249.5 million in FRA CRISI railroad safety grants; \$353.6 million in Reconnecting Communities grants; \$72 million in Safe Streets and Roads for All grants; \$37.6 million in PROTECT climate change resiliency grants; and millions of dollars in Federal Transit Administration (FTA) Capital Investment Grant agreements.



Water Infrastructure. \$783 million in Environmental Protection Agency (EPA) WIFIA loans for water infrastructure projects.



Public Safety. More than \$200 million in Assistance to Firefighters (AFG) grants and in Staffing for Adequate Fire and Emergency Response (SAFER) grant funding for emergency responses.

Because of our extensive experience working with complex public agencies, Holland & Knight is confident we can identify upcoming federal opportunities for Augusta and advocate on your behalf to secure legislative, regulatory, and funding success. Opportunities could include:

- Funding from the Infrastructure Investment and Jobs Act (IIJA) and Inflation Reduction Act (IRA).
- Surface transportation reauthorization.
- Water Resources Development Act (WRDA).
- Climate change legislation/regulations.
- Digital infrastructure investment.
- Supply chain management and export initiatives.

Annual appropriations is another federal funding avenue Augusta can pursue. Holland & Knight will work with you to advance your priorities through the annual appropriations process, using our strong ties with Senate and House Appropriations Committees. With the return of federal budget earmarks – now called “Community Project Funding” in the House and “Congressionally Directed Spending” in the Senate – there are new opportunities for Augusta to secure funding for its priority projects.

Over the past three years, Holland & Knight ensured that our clients' member-directed spending requests were advanced by their House delegations and senators, helping our clients secure over \$500 million in earmark funding. We helped our clients draft funding requests, met with congressional offices to match projects with their priorities, and helped ensure that offices understood the importance of the projects.

C. Organization and Approach

Holland & Knight team leader Marci Rubensohn will serve as Augusta's relationship partner. She will be responsible for overseeing the daily operation and effective management of the engagement.

Ms. Rubensohn will ensure the firm addresses Augusta's priorities and interests in a timely, thorough and cost-effective manner. She will stay in ongoing communication with your staff about Holland & Knight's activities on your behalf and your evolving needs.

This two-way approach helps to keep the entire Holland & Knight team working in sync with, and accountable to, Augusta. While we believe the role of relationship partners helps to make sure nothing falls through the cracks, it is important to stress that every member of the Holland & Knight team is accessible.

A hallmark of Holland & Knight's work is that we act as a seamless extension of your team. We will provide timely updates to staff and respond to inquiries related to the advancement of your goals. Every member of our team is available 24/7 to answer any questions.

Below please find a chart that outlines the key leaders for our team.

Holland & Knight Advocate Name and Title	Role and Responsibilities	Time Commitment
Marci Rubensohn Senior Policy Advisor	<ul style="list-style-type: none"> Relationship Partner/ Primary Responsibility Party. Development of legislative package, meetings with local officials, local delegation, legislature and legislative leadership and Governor's Office. Facilitating legislation through legislative process. Provide reporting and regular updates to Augusta staff and officials. 	135 Hours/Year
Robert Highsmith Partner	<ul style="list-style-type: none"> Meetings with legislative leadership and Governor's Office. 	24 Hours/Year
Kevin Gooch Partner	<ul style="list-style-type: none"> Meetings with local staff and officials. 	12 Hours/Year

Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with project completion.

Holland & Knight's proposed timeline, based on the items in Augusta's Scope of Work, is below. Please note that, given the variations in the legislative and regulatory process, this is only an estimate of what the exact effort would entail.

Date	Action
October, November and December 2024	<ul style="list-style-type: none"> Holland & Knight provides a pre-legislative session report to the City and develop legislative priorities for the upcoming session. Meet with delegation members, other state legislators and impacted state agencies to draft legislation.
January 13, 2025	<ul style="list-style-type: none"> First day of legislative session for the Georgia General Assembly. Advocate for the passage of the legislation contained in the City's legislative priorities, and work to defeat legislation adverse to Augusta. Host dinner for commissioners and senior staff and the legislative delegation in Atlanta. Provide weekly reports to Augusta on the status of the legislative package and other relevant issues at the Capitol.
March/April 2025	<ul style="list-style-type: none"> The Georgia General Assembly adjourns. Holland & Knight provides a post-legislative session report to the mayor, commission and staff shortly thereafter.

Date	Action
May – September 2025	<ul style="list-style-type: none">Attend legislative meetings, conferences and events to maintain relationships with members of the General Assembly and to learn about local government issues that will be relevant in the upcoming legislative session.

Proof of our team's licensing status follows this page.

ATTACHMENT H

Lobbyist State Registration

Lobbyist Registration Application**State Ethics Commission**

200 Piedmont Avenue SE, Suite 1416 West Tower | Atlanta, GA 30334

404-463-1980 | www.ethics.ga.gov

Lobbyists must pay a \$20 badge fee and a \$10 supplemental registration fee for each additional group.**Registration Year**

2025

Type of Registration☐ ORIGINAL ☒ AMENDMENT ☐ RENEWAL**Lobbyist Identification**

Name (Last) Rubensohn

(First) Marcia

(Middle)

First Name for badge: Marcia Rubensohn

Email Address: Marci.Rubensohn@hklaw.com

Mailing Address (street) 1180 West Peachtree St, NW

(Suite) suite 1800

City Atlanta

State GA

Zip 30309

Contact Phone (678) 576-4876

Lobbying on Behalf Of**Client # 1:**

Name City of Atlanta

Mailing Address (street) 55 Trinity Avenue SW

(Suite) Suite 2400

City Atlanta

State GA

Zip 30303

Phone (470) 409-9931

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities?

☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 2:

Name ATL HAWKS LLC (ATLANTA HAWKS)

Mailing Address (street) 101 MARIETTA ST. NW (Suite) Suite 1900

City Atlanta State GA Zip 30303

Phone (866) 715-1500

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 3:

Name Centene Corporation on behalf of its affiliates and subsidiaries

Mailing Address (street) 1150 Connecticut Ave NW (Suite) Suite 1000

City Washington DC State DC Zip 20036

Phone (314) 505-6738

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☐ Yes ☒ No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 4:

Name The Coca-Cola Company

Mailing Address (street) One Coca-Cola Plaza NW (Suite) _____

City Atlanta State GA Zip 30313

Phone (404) 789-0425

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Trade (Wholesale/Retail)

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 5:

Name Holland & Knight LLP

Mailing Address (street) 1180 West Peachtree St (Suite) suite 1800

City Atlanta State GA Zip 30309

Phone (404) 817-8552

Type of Lobbying ☒ State ☐ State Agency ☒ Local (City/County) ☒ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☐ Yes ☒ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 6:

Name Charter Communications Operating, LLC

Mailing Address (street) 1925 Breckinridge Plaza (Suite) STE 100

City Duluth State GA Zip 30093

Phone (678) 226-3602

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Communication

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 7:

Name Caesars Enterprise Services, LLC

Mailing Address (street) 1 Caesars Palace Drive (Suite)

City Las Vegas State NV Zip 89109

Phone (702) 407-6240

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Entertainment

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 8:

Name City of Savannah

Mailing Address (street) 2 East Bay Street (Suite)

City Savannah Georgia State GA Zip 31405

Phone (912) 429-4084

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 9:

Name Verified Voting.Org, Inc.

Mailing Address (street) 1500 Chestnut St (Suite) #2320

City Philadelphia State PA Zip 19102

Phone (760) 804-8683

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 10:

Name Atlanta BeltLine, Inc.

Mailing Address (street) 100 Peachtree Street NW (Suite) Suite 2300

City Atlanta State GA Zip 30303

Phone (404) 477-3003

Type of Lobbying ☐ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☐ Yes ☒ No

General Business or Purpose of Party Lobbied For: Transportation

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 11:

Name The Classic Center Authority

Mailing Address (street) 300 North Thomas Street (Suite)

City Athens, Georgia State GA Zip 30601 -2627

Phone (706) 208-0900

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 12:

Name Putnam County Board of Commissioners

Mailing Address (street) 117 Putnam Dr (Suite) Suite A

City Eatonton State GA Zip 31024

Phone (706) 485-5826

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Utilities

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 13:

Name Augusta, Georgia Consolidated Government

Mailing Address (street) 535 Telfair Street (Suite) Suite 910

City Augusta State GA Zip 30901

Phone (706) 821-2400

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 14:

Name The Pew Charitable Trusts

Mailing Address (street) 901 E Street NW (Suite)

City Washington State DC Zip 20004

Phone (202) 552-2000

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 15:

Name Georgia Association of Voter Registrars and Election Officials

Mailing Address (street) 104 E Telephone St. (Suite)

City Sylvania State GA Zip 30467

Phone (770) 387-6012

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 16:

Name Schneider Electric

Mailing Address (street) 455 Massachusetts Ave NW (Suite)

City Washington State DC Zip 20001

Phone (360) 982-3868

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Manufacturing

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 17:

Name Securitas Security Services USA, Inc.

Mailing Address (street) 4330 Park Terrace Dr. (Suite)

City Westlake Village State CA Zip 91361

Phone (818) 706-6800

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 18:

Name CIM Atlanta Developer, LLC

Mailing Address (street) 4700 Wilshire BLVD (Suite)

City Los Angeles State CA Zip 90010

Phone (323) 860-4900

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Finance, Insurance, Real Estate

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Lobbyist Verification

State of Georgia, County of Fullerton

Verification of Moral Turpitude*: I, the undersigned lobbyist, verify that I have not been convicted of a felony involving moral turpitude in the courts of Georgia or an offense that, had it occurred in Georgia, would constitute a felony involving moral turpitude under the laws of Georgia.

Verification of Sexual Harassment Policy: I, the undersigned lobbyist, verify that I have received the Georgia General Assembly Employee Sexual Harassment Policy as set forth in the Georgia General Assembly Handbook, have read and understand the policy, and agree to abide by the policy.

Verification of Oath of Affirmation: I, the undersigned lobbyist, do hereby swear or affirm that the information in this application is complete, true, and correct to the best of my knowledge and belief, and that I am in full compliance with the Ethics in Government Act**. I affirm that any lobbyist report I submit electronically in the future shall be complete, true, and correct to the best of my knowledge and belief.

Marci Rubensohn

11/1/2024

Signature of Lobbyist

Date

*If the applicant has been convicted, the application must attach a statement identifying such conviction, the date thereof, a copy of person's sentence, and a statement that more than ten years has elapsed since the completion of the applicant's sentence.

**O.C.G.A. § 21-5-75 (a) Every constitutional officer, every elected state official; the executive head of every state department or agency, whether elected or appointed; each member of the General Assembly; and the executive director of each state board, commission, council, or authority shall be prohibited from registering as a lobbyist or engaging in lobbying under this article for a period of one year after terminating such employment or leaving such office.

Electronically submitted to State Ethics Commission on 11/1/2024 2:26 PM

Lobbyist Registration Application**State Ethics Commission**

200 Piedmont Avenue SE, Suite 1416 West Tower | Atlanta, GA 30334

404-463-1980 | www.ethics.ga.gov

Lobbyists must pay a \$20 badge fee and a \$10 supplemental registration fee for each additional group.**Registration Year**

2024

Type of Registration☐ ORIGINAL ☒ AMENDMENT ☐ RENEWAL**Lobbyist Identification**

Name (Last) Rubensohn

(First) Marcia

(Middle)

First Name for badge: Marcia Rubensohn

Email Address: Marci.Rubensohn@hklaw.com

Mailing Address (street) 1180 West Peachtree St, NW

(Suite) suite 1800

City Atlanta

State GA

Zip 30309

Contact Phone (678) 576-4876

Lobbying on Behalf Of**Client # 1:**

Name City of Atlanta

Mailing Address (street) 55 Trinity Avenue SW

(Suite) Suite 2400

City Atlanta

State GA

Zip 30303

Phone (470) 409-9931

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities?

☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 2:

Name ATL HAWKS LLC (ATLANTA HAWKS)

Mailing Address (street) 101 MARIETTA ST. NW (Suite) Suite 1900

City Atlanta State GA Zip 30303

Phone (866) 715-1500

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 3:

Name Emergent BioSolutions

Mailing Address (street) 1455 Pennsylvania Avenue NW (Suite)

City Washington DC State DC Zip 20004

Phone (561) 602-6785

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 4:

Name Centene Corporation on behalf of its affiliates and subsidiaries

Mailing Address (street) 1150 Connecticut Ave NW (Suite) Suite 1000

City Washington DC State DC Zip 20036

Phone (314) 505-6738

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 5:

Name Holland & Knight LLP

Client # 7:

Name Caesars Enterprise Services, LLC

Mailing Address (street) 1 Caesars Palace Drive (Suite)

City Las Vegas State NV Zip 89109

Phone (702) 407-6240

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Entertainment

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 8:

Name Walton County Board of Commissioners

Mailing Address (street) Walton County Historic Courthouse (Suite) 111 South Broad Street

City Monroe State GA Zip 30655

Phone (770) 241-8961

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 9:

Name City of Savannah

Mailing Address (street) 2 East Bay Street (Suite) _____

City Savannah Georgia State GA Zip 31405

Phone (912) 429-4084

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 10:

Name Verified Voting.Org, Inc.

Client # 12:

Name The Classic Center Authority

Mailing Address (street) 300 North Thomas Street (Suite)

City Athens, Georgia State GA Zip 30601 -2627

Phone (706) 208-0900

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 13:

Name Putnam County Board of Commissioners

Mailing Address (street) 117 Putnam Dr (Suite) Suite A

City Eatonton State GA Zip 31024

Phone (706) 485-5826

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Utilities

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 14:

Name Augusta, Georgia Consolidated Government

Mailing Address (street) 535 Telfair Street (Suite) Suite 910

City Augusta State GA Zip 30901

Phone (706) 821-2400

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 15:

Name The Pew Charitable Trusts

Mailing Address (street) 901 E Street NW	(Suite)
City Washington	State DC Zip 20004
Phone (202) 552-2000	

Type of Lobbying	<input checked="" type="checkbox"/> State	<input type="checkbox"/> State Agency	<input type="checkbox"/> Local (City/County)	<input type="checkbox"/> Vendor	<input type="checkbox"/> State Transportation Board
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Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Lobbyist Verification
<p style="text-align: center;">State of Georgia, County of Fullerton</p> <p>Verification of Moral Turpitude*: I, the undersigned lobbyist, verify that I have not been convicted of a felony involving moral turpitude in the courts of Georgia or an offense that, had it occurred in Georgia, would constitute a felony involving moral turpitude under the laws of Georgia.</p> <p>Verification of Sexual Harassment Policy: I, the undersigned lobbyist, verify that I have received the Georgia General Assembly Employee Sexual Harassment Policy as set forth in the Georgia General Assembly Handbook, have read and understand the policy, and agree to abide by the policy.</p> <p>Verification of Oath of Affirmation: I, the undersigned lobbyist, do hereby swear or affirm that the information in this application is complete, true, and correct to the best of my knowledge and belief, and that I am in full compliance with the Ethics in Government Act**. I affirm that any lobbyist report I submit electronically in the future shall be complete, true, and correct to the best of my knowledge and belief.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>Marci Rubensohn</p> <p>_____</p> <p>Signature of Lobbyist</p> </div> <div style="width: 35%; text-align: center;"> <p>1/8/2024</p> <p>_____</p> <p>Date</p> </div> </div>
<p><small>*If the applicant has been convicted, the application must attach a statement identifying such conviction, the date thereof, a copy of person's sentence, and a statement that more than ten years has elapsed since the completion of the applicant's sentence.</small></p> <p><small>**O.C.G.A. § 21-5-75 (a) Every constitutional officer, every elected state official; the executive head of every state department or agency, whether elected or appointed; each member of the General Assembly; and the executive director of each state board, commission, council, or authority shall be prohibited from registering as a lobbyist or engaging in lobbying under this article for a period of one year after terminating such employment or leaving such office.</small></p>

Lobbyist Registration Application**State Ethics Commission**

200 Piedmont Avenue SE, Suite 1416 West Tower | Atlanta, GA 30334

404-463-1980 | www.ethics.ga.gov

Lobbyists must pay a \$20 badge fee and a \$10 supplemental registration fee for each additional group.**Registration Year**

2024

Type of Registration☐ ORIGINAL ☒ AMENDMENT ☐ RENEWAL**Lobbyist Identification**

Name (Last) Highsmith

(First) Robert

(Middle) S.

First Name for badge: Robert S. Highsmith

Email Address: robert.highsmith@hklaw.com

Mailing Address (street) 1180 West Peachtree St

(Suite) suite 1800

City Atlanta

State GA

Zip 30309

Contact Phone (404) 898-8012

Lobbying on Behalf Of**Client # 1:**

Name City of Atlanta

Mailing Address (street) 55 Trinity Avenue SW

(Suite) Suite 2400

City Atlanta

State GA

Zip 30303

Phone (470) 409-9931

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities?

☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 2:

Name ATL HAWKS LLC (ATLANTA HAWKS)

Mailing Address (street) 101 MARIETTA ST. NW (Suite) Suite 1900

City Atlanta State GA Zip 30303

Phone (866) 715-1500

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 3:

Name Centene Corporation on behalf of its affiliates and subsidiaries

Mailing Address (street) 1150 Connecticut Ave NW (Suite) Suite 1000

City Washington DC State DC Zip 20036

Phone (314) 505-6738

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☐ Yes ☒ No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 4:

Name The Coca-Cola Company

Mailing Address (street) One Coca-Cola Plaza NW (Suite) _____

City Atlanta State GA Zip 30313

Phone (404) 789-0425

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Trade (Wholesale/Retail)

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 5:

Name Lockheed Martin Corp.

Mailing Address (street) 2121 Crystal Drive (Suite) Ste. 100

City Arlington State VA Zip 22202

Phone (703) 413-6964

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Manufacturing

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 6:

Name Charter Communications

Mailing Address (street) 400 Washington Blvd. (Suite) Unit 8C

City Stamford State CT Zip 06902

Phone (555) 555-5555

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Communication

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 7:

Name Holland & Knight LLP

Mailing Address (street) 1180 West Peachtree St (Suite) suite 1800

City Atlanta State GA Zip 30309

Phone (404) 817-8552

Type of Lobbying ☒ State ☐ State Agency ☒ Local (City/County) ☒ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☐ Yes ☒ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0**Client # 8:**

Name Caesars Enterprise Services, LLC

Mailing Address (street) 1 Caesars Palace Drive (Suite)

City Las Vegas State NV Zip 89109

Phone (702) 407-6240

Type of Lobbying ☐ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☐ Yes ☒ No

General Business or Purpose of Party Lobbied For: Entertainment

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 9:

Name Walton County Board of Commissioners

Mailing Address (street) Walton County Historic Courthouse (Suite) 111 South Broad Street

City Monroe State GA Zip 30655

Phone (770) 241-8961

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 10:

Name City of Savannah

Form CFCLOB Rev 2022

Pages 7 of 12

Mailing Address (street) 2 East Bay Street (Suite)
 City Savannah Georgia State GA Zip 31405
 Phone (912) 429-4084

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 11:

Name Verified Voting.Org, Inc.
 Mailing Address (street) 1500 Chestnut St (Suite) #2320
 City Philadelphia State PA Zip 19102
 Phone (760) 804-8683

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 12:

Name Atlanta BeltLine, Inc.

Mailing Address (street) 100 Peachtree Street NW (Suite) Suite 2300

City Atlanta State GA Zip 30303

Phone (404) 477-3003

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Transportation

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 13:

Name The Classic Center Authority

Mailing Address (street) 300 North Thomas Street (Suite)

City Athens, Georgia State GA Zip 30601 -2627

Phone (706) 208-0900

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 14:

Name Augusta, Georgia Consolidated Government

Mailing Address (street) 535 Telfair Street (Suite) Suite 910

City Augusta State GA Zip 30901

Phone (706) 821-2400

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Client # 15:

Name The Pew Charitable Trusts

Mailing Address (street) 901 E Street NW (Suite)
 City Washington State DC Zip 20004
 Phone (202) 552-2000

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Other

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 16:

Name Schneider Electric
 Mailing Address (street) 455 Massachusetts Ave NW (Suite)
 City Washington State DC Zip 20001
 Phone (360) 982-3868

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Manufacturing

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 17:

Name CIM Atlanta Developer, LLC

Mailing Address (street) 4700 Wilshire BLVD (Suite)

City Los Angeles State CA Zip 90010

Phone (323) 860-4900

Type of Lobbying ☒ State ☐ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation BoardHas the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Finance, Insurance, Real Estate

Name of state agency or agencies which applicant will lobby:

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**:

0

Client # 18:

Name Compass Pathways

Mailing Address (street) 44 W 37th Street (Suite) 7th Floor

City New York State NY Zip 10018

Phone (502) 296-1411

Type of Lobbying ☒ State ☒ State Agency ☐ Local (City/County) ☐ Vendor ☐ State Transportation Board

Has the above individual or entity agreed to pay the Lobbyist an amount exceeding \$10,000.00 in a calendar year for lobbying activities? ☒ Yes ☐ No

General Business or Purpose of Party Lobbied For: Healthcare

Name of state agency or agencies which applicant will lobby:

Board of Pharmacy

If applicant represents a **membership group** other than an agency or Corporation state the approximate **number of members**: 0

Lobbyist Verification

State of Georgia, County of Fullerton

Verification of Moral Turpitude*: I, the undersigned lobbyist, verify that I have not been convicted of a felony involving moral turpitude in the courts of Georgia or an offense that, had it occurred in Georgia, would constitute a felony involving moral turpitude under the laws of Georgia.

Verification of Sexual Harassment Policy: I, the undersigned lobbyist, verify that I have received the Georgia General Assembly Employee Sexual Harassment Policy as set forth in the Georgia General Assembly Handbook, have read and understand the policy, and agree to abide by the policy.

Verification of Oath of Affirmation: I, the undersigned lobbyist, do hereby swear or affirm that the information in this application is complete, true, and correct to the best of my knowledge and belief, and that I am in full compliance with the Ethics in Government Act**. I affirm that any lobbyist report I submit electronically in the future shall be complete, true, and correct to the best of my knowledge and belief.

Robert S. Highsmith

10/25/2024

Signature of Lobbyist

Date

*If the applicant has been convicted, the application must attach a statement identifying such conviction, the date thereof, a copy of person's sentence, and a statement that more than ten years has elapsed since the completion of the applicant's sentence.

**O.C.G.A. § 21-5-75 (a) Every constitutional officer, every elected state official; the executive head of every state department or agency, whether elected or appointed; each member of the General Assembly; and the executive director of each state board, commission, council, or authority shall be prohibited from registering as a lobbyist or engaging in lobbying under this article for a period of one year after terminating such employment or leaving such office.

Electronically submitted to State Ethics Commission on 10/25/2024 12:09 PM

Lobbyist Authorization Form**State Ethics Commission**

200 Piedmont Avenue SE, Suite 1416 West Tower | Atlanta, GA 30334

404-463-1980 | www.ethics.ga.gov

Registration Year	2024		
Robert S. Highsmith	is hereby authorized to lobby on behalf of:		
Full name of Lobbyist			
Caesars Enterprise Services, LLC			
Organization			
1 Caesars Palace Drive, Las Vegas, NV 89109	(702) 407-6240		
Organization Address	Phone Number		
Authorization			
I, Kelley Magdaluyo, do hereby swear (or affirm) that the foregoing information is complete, true, and correct to the best of my knowledge and belief pursuant to O.C.G.A. §§ 21-5-1, et. seq.; and 16-10-20.			
Kelley Magdaluyo			01/12/2024
Person Authorizing Lobbyist		Date	

Electronically submitted to State Ethics Commission on 01/12/2024

D. Project Management

Responders are requested to provide the following:

a) describe how the project will be organized and managed;

Each year, Holland & Knight will work with City staff and officials to prepare your annual legislative agenda for Atlanta.

As an extension of your team, we will work closely with you to develop a strategic plan of action to advance each specific project and policy priority to achieve results. In this dynamic political environment, Holland & Knight understands that to be successful, it is essential to use a comprehensive approach that includes message development, coalition building, and communications to complement our advocacy efforts.

We would take the following basic steps to develop and execute a strategy around a specific funding or policy priority:

- Consult with Augusta to gain a full understanding of your specific funding needs and policy priorities. We would want to understand the dynamics around the particular policy/funding priority, the issues/challenges we are trying to address, and successes that we could highlight on the issue. The goal would be to develop the “Augusta story” around the particular issue.
- Create messaging materials and briefing materials to describe Augusta’s initiatives. These materials are “living” documents that will be constantly refined based on new information/feedback we receive as the initiative unfolds.
- We will identify members of the General Assembly who can help us develop achievable legislative goals. Once we identify them, we will continue to meet with staff and members as often as necessary throughout our partnership.
- Develop forums to highlight Augusta’s work by partnering with high-level organizations that support the initiative and that can help garner legislative/media attention.

b) describe progress reporting procedures;

Holland & Knight provides weekly reports and weekly calls during the legislative session to provide updates on the status of the session and Augusta’s legislative priorities. Our reports are timely, useful – and rely on knowledgeable, solid sources. Our reports will include the status of legislative and administration developments; key progress on Augusta’s legislative, regulatory, and program funding priorities; and other developments relevant to achieving your priorities.

c) describe anticipated use of subcontractor and/or partnerships;

Holland & Knight does not plan to use subcontractors and/or partnerships for this assignment. If in the unlikely event we do need one, we will not hire a firm without Augusta’s consent.

d) complete Attachment C Contractors Reference and Release Form,

A completed Attachment C from Holland & Knight is enclosed with this proposal.

e) describe the resources necessary to accomplish the purpose of the project.

Holland & Knight has the resources necessary to accomplish the purpose of this project. They include:

Broad, Deep, Trusted Relationships. At Holland & Knight, we have significant, trusted relationships with members of both the state and federal governments. But it is not just the obvious relationships with committee chairmen/ranking members, the majority and minority leaders, department secretaries, and the agency directors that get things done in Atlanta.

Holland & Knight advocates know better: Although we do have great relationships with the well-known “movers and shakers,” and introduce them to our clients, our advocates also know that many decisions in the General Assembly and agencies are made at the staff level. Our extensive relationships come from the fact that, not only are many of these individuals former colleagues, but also because we know our clients’ issues and understand how to translate them into action. Our contacts rely on us to get them information before they have even asked for it. We are seen as a “go-to” resource for legislative concepts, potential speakers, and roundtable ideas.

But the premium we place on relationships isn’t just about our contacts in Atlanta – or even Washington, D.C. It’s also about our relationships with our clients, many of whom we have served for decades. Our clients know that we work aggressively for them – always thinking about how to position them for new opportunities and working to represent their interests. They know that we will fight for them every day and we value their trust.

Proactive, Strategic Initiatives. At Holland & Knight, we pride ourselves on creating advocacy efforts that are innovative, strategic and creative. We develop strategies that are tailored to the unique needs of our local government client and its team. Equally important, we don’t wait for you to reach out to us – we come to you. We are regularly in touch with information, ideas, and opportunities.

A Record of Results. An effective advocate delivers results for clients. We realize that, as a local government, Augusta’s hiring of a lobbyist is an investment. Holland & Knight believes that you should have a return on that investment, and we are committed to working with you to get results.

E. Scope of Services

Assisting the Commission and Senior Staff in the formation of Augusta, GA's State funding and annual legislative policy agenda. This includes identifying creative funding solutions in the form of demonstration projects, special projects, earmarks, and other-directed funding for Augusta's priority areas and providing guidance and talking points for advocacy.

As stated previously, Holland & Knight would take the following basic steps to develop and execute a strategy around a specific funding or policy priority:

- Consult with Augusta to understand your specific funding needs and policy priorities. We would want to know the dynamics of the particular policy/funding priority, the issues and challenges we face, and the successes that we could highlight on the issue. The goal would be to develop the "Augusta story" around an issue.
- Create messaging materials and briefing materials to describe Augusta's initiatives. These materials will be refined based on new information we receive as the initiative unfolds.
- We will identify members of the General Assembly who can help us develop achievable legislative goals. Once we identify them, we will continue to meet with assembly staff and members as often as is necessary throughout our partnership.
- Develop forums to highlight Augusta's work by partnering with high-level organizations that support the initiative and that can help garner legislative or media attention.

Areas of interest include economic and community development, brownfield redevelopment, transportation & infrastructure (including smart technology) public safety, workforce development, energy and water.

Holland & Knight advocates are well versed in these policy areas, and can help Augusta achieve its goals in them. We have strong relationships with the Department of Community Affairs and have successfully worked with the Department of Community Affairs on low-income housing tax credit regulations and funding. We work closely to the Georgia Environmental Protection Division to assist with permitting issues and questions. We have successfully worked with the Department of Transportation on local project permitting and funding.

Explaining and promoting Augusta's legislative agenda to elected officials, agency heads, and relevant decision makers, including the Augusta Delegation.

Holland & Knight will actively and aggressively advocate for Augusta to advance its priority issues. As part of this advocacy, we will engage with elected officials, agency heads, and decision makers to discuss your priorities, respond in a timely basis to inquiries and concerns, and gather behind the scenes information and intelligence on challenges and opportunities.

Attendance as requested by Commission via the County Administrator at select Commission meetings, boards, public hearings, and/or other committees that do not conflict with legislative sessions.

We recognize the importance of attending, presenting and participating in meetings and discussions in Augusta, and have been – and will continue to be – available to participate in meetings in Augusta. Many of our local government clients prefer that our team is **not** based locally because it ensures that our team does not engage in the local politics. Instead, we focus on the state legislative priorities that have been established by the local government and communicated to our team.

In-person presence at the State Capitol during Georgia General Assembly’s active sessions.

Holland & Knight advocates are at the State Capitol every day during the legislative session, both when the General Assembly is convened and on committee meeting days. We routinely cover both the House and Senate committees. The following chart illustrates Holland & Knight’s relationships with committees in the General Assembly:

Georgia House Committees	Appropriations; Budget and Fiscal Affairs Oversight; Economic Development and Tourism; Energy, Utilities and Telecommunications; Governmental Affairs; Health and Humans Services; Insurance; Intragovernmental Coordination; Judiciary; Judiciary Non-Civil; MARTOC; Regulated Industries; Rules; Transportation; Ways & Means.
Georgia Senate Committees	Administrative Affairs; Appropriations; Assignments; Economic Development; Finance; Government Oversight; Health and Human Services; Insurance and Labor; Judiciary; MARTOC; Natural Resources and the Environment; Regulated Industries and Utilities; Rules; State and Local Government Operations; Transportation.

We attend relevant study committee meetings in the interim. We also engage with the state agencies (such as the Department of Transportation, the Department of Community Affairs the Department of Revenue) on local government policy issues.

Attendance and oral or written representation for relevant legislative sessions, committee meetings and working groups.

To ensure that we function as a seamless part of Augusta’s team, Holland & Knight will continue to be available to provide information about relevant legislative sessions, committee meetings and working groups. We also will continue to provide weekly legislative reports throughout the legislative session so that ongoing communication, information flow, and accountability are maintained.

Assist the county in the drafting of legislation, amendments, correspondence, exhibits, and testimony, as necessary. Monitoring bills on a real-time basis, submitting reports to inform Augusta of developments coming from the State Government that impact Augusta-Richmond County at the frequency of:

- **Weekly during any state legislative sessions**
- **Monthly outside of state legislative sessions**
- **As necessary for time sensitive information**

Holland & Knight can help Augusta on technical matters. We will draft legislative language, reports, and other written materials to advance your legislative program. We will assist you in advancing your priorities to ensure that legislative proposals and technical documents are crafted to take in account issues from both sides of the aisle.

Marci Rubensohn, your proposed Holland & Knight team leader, has extensive experience reviewing and monitoring legislation that would affect a government such as Augusta. She will monitor legislation daily to ensure that City officials are aware of bills that would impact government operations.

Holland & Knight can provide insightful and complete legislative analyses for Augusta. Throughout the legislative session, we will prepare a weekly written report of all relevant legislation to keep officials informed of our progress.

In November and December, we will provide a pre-legislative session report to Augusta. In April, we provide a post-legislative session report to the mayor, commission and staff.

Holland & Knight also provides other ways to communicate our progress with Augusta's agenda. Throughout the legislative session, we communicate more frequently through calls and emails. This approach allows us to understand your evolving needs and priorities, making us more effective in representing you.

If selected, Holland & Knight can tailor these updates to meet your schedule and needs. We offer this because close communication among our team members and our clients is a hallmark of Holland & Knight's work.

In fact, we encourage you to reach out to us beyond scheduled calls because we know that important issues arise beyond the normal workday. This way, you feel a part of our day-to-day advocacy efforts and are always up to speed on our activities and progress.

Informing Augusta representatives of pending legislation that will have positive or negative consequences for Augusta.

Holland & Knight monitors all legislative and regulatory activity that affects our clients at both the federal and state level – and acts accordingly if there is an opportunity or threat from it.

At the state level, Holland & Knight advocates are at the Capitol every day during the legislative session. We are there both when the General Assembly is convened and on committee meeting days. We routinely cover both the House and Senate committees that hear legislation pertinent to local government. We attend relevant study committee meetings in the interim and engage with the state agencies (e.g., the Department of Community Affairs and the Department of Revenue) on local government policy issues.

We maintain a similar watch at the federal level. In addition to using standard databases, such as Bloomberg Government (BGov), Politico Pro, and *National Journal*, we often get our best information through discussions with members of Congress and staff, key committee members and staff, House and Senate leadership, and administration officials.

At both levels, Holland & Knight clients receive timely reports that include notes from our conversations and/or the hearings, hearing transcripts and relevant media stories.

Our team checks in with the members of the Augusta legislative delegation regularly during the legislative session to share our positions on pending legislation.

Maintaining close contact with the Augusta Board of Commissioners, the Augusta Delegation, other State legislators, agencies, and officials concerning Augusta's legislative interests.

If selected, you will receive information from your Holland & Knight team as quickly and thoroughly as you would from a member of the City's staff. Marci Rubensohn, your proposed Holland & Knight team leader, tracks legislation on a daily basis, and promptly shares relevant information with the representative identified as her point-of-contact with Augusta. While Augusta's designee will serve as the regular point-of-contact and the person who provides formal direction to the lobbying team, Ms. Rubensohn will discuss legislative issues or priorities with all members of the commission.

Lobbying the Governor's staff, legislative leaders, and state agencies on a year-round basis.

As noted previously, being at the Capitol every legislative day, having strong relationships with the House and Senate appropriations chairs, and having worked on the state budget at the highest levels as governor's counsel, Holland & Knight has the connections to the state agencies and elected officials that Augusta needs to achieve your goals.

Our Holland & Knight team is comprised of government relations attorneys who engage and are present in Atlanta at the Capitol every day throughout the legislative session. The team works closely with the Governor's Office, legislators and agency staff throughout the year. We are based in Atlanta, but we travel throughout the state and even around the country when the General Assembly is not in session to meet with lawmakers and attend relevant study committee meetings and legislative conferences.

We have a long-term relationship with Governor Brian Kemp and with several key members of his policy staff. Robert Highsmith, a proposed member of your Holland & Knight team, served as general counsel to then-Gov. Sonny Perdue.

F. Financial Stability

Holland & Knight is a limited liability partnership (LLP). As such, our firm financials are proprietary and confidential.

In general, we can disclose that as one of the largest law firms in the United States, Holland & Knight has the staffing, stability and resources to complete this engagement effectively and efficiently. The following figures for Holland & Knight have been published in *The American Lawyer* magazine:

Year	Gross Revenue	Revenue per Lawyer	Net Operating Income	Profits per Partner
2023	\$1.849 billion	\$1.081 million	\$627.01 million	\$1.182 million
2022	\$1.54 billion	\$1.065 million	\$568.7 million	\$1.163 million
2021	\$1.4025 billion	\$1.007 million	\$467.5 million	\$1.102 million

Representative Experience

Local Government Procurement

- Assisted a global electric company to procure energy performance contracts for several cities in Georgia
- Assisted a Kentucky-based housing development company to obtain approval for affordable housing projects in Georgia
- Assisted with the creation of a new tax district to authorize the collection of \$100 million in revenue

Georgia General Assembly

- Represented a large metropolitan city to successfully extend the term of the city's infrastructure sales tax and create a new sales tax economic development tool
- Represented a large, consolidated government to create a new sales tax to fund the construction of a new arena
- Successfully represented an aerospace aircraft manufacturer to create a new income tax credit
- Represented a coastal city to successfully create and procure funds for the city's information technology and logistics corridor
- Represented a growing county to procure funding for a reservoir project
- Represented a coastal city to successfully increase its hotel/motel tax rate
- Updated the Land Bank Authority Act to provide greater authority and flexibility for local land banks
- Successfully passed legislation granting operating and management authority to a local utility authority

Recent Honors & Awards

- Top 25 Lobbyist, *James Magazine*
- Top 10 Female Lobbyists, *James Magazine*

Education

- Emory University School of Law, J.D.
- Emory University, B.A., Political Science and Spanish

Bar Admissions/Licenses

- Georgia

Robert S. Highsmith Jr.



Partner

Atlanta

+1.404.898.8012

robert.highsmith@hklaw.com

Practices

Public Policy & Regulation | Energy | Federal Budget and Appropriations | Communications | Public-Private Partnerships | State Capitals | Government Representation | Political Law | Tax-Advantaged Project Finance | Alcohol Beverage | Risk and Crisis Management | Federal and State Energy Regulation | Solar Energy | Midstream

Robert S. Highsmith Jr. practices regulatory and administrative law, public policy litigation, government contracting, and government relations.

Mr. Highsmith represents diverse large corporate and governmental clients in contested matters, large transactions, and government affairs before myriad Georgia state and local governmental agencies, including the Public Service Commission, Department of Community Health, Department of Insurance, Department of Revenue, the General Assembly, and the City of Atlanta. He also advocates before Georgia's congressional delegation.

Mr. Highsmith has extensive experience advocating client regulatory and policy interests across a wide range of substantive areas, including:

- natural gas and energy
- healthcare
- government procurement
- tax incentives and economic development
- government investigations
- transportation
- insurance
- alcohol beverage regulation
- federal and state appropriations

He routinely handles a wide range of matters, including:

- administrative litigation
- regulatory policy
- bid protest and procurement litigation
- internal investigations
- State Attorney General investigations
- taxation
- tax incentives for economic development
- legislative lobbying
- campaign finance and election law compliance

Mr. Highsmith also has an active public policy litigation practice, with a focus on state constitutional issues, regulatory appeals, and election law. His recent matters include:

- representing a large natural gas utility in multiple contested matters before the Georgia Public Service Commission
- leading negotiations on behalf of a major Atlanta sports franchise for the renovation of the team's home arena
- leading a multidisciplinary team designing and implementing the largest economic development incentive transaction in Georgia history, more than \$1 billion, on behalf of a national real estate developer for a \$5 billion mixed-use project. Mr. Highsmith conceived, wrote, and lobbied for the passage of the enabling state statute, advocated during contested and heavily politicized proceedings before the Atlanta City Council, and appeared as lead developer counsel in judicial bond validation proceedings
- serving as lead litigation counsel to one of Georgia's largest hospital systems opposing efforts to subject the system to asymmetric and anticompetitive disclosure regulation
- leading the lobbying team that stopped a state takeover of Hartsfield-Jackson Atlanta International Airport in 2018 and 2019
- leading the legal team negotiating with the State of Georgia on behalf of a Class 1 railroad for the lease of a major state-owned rail line
- successfully defending two large governmental authorities against alleged violations of government transparency laws
- several State Attorney General investigations
- serving as outside General Counsel to the Metropolitan Atlanta Rapid Transit Authority (MARTA)

Mr. Highsmith served as an executive counsel to Sonny Perdue when Perdue was Georgia's governor. As Perdue's lead legislative lawyer, Mr. Highsmith drafted and lobbied for Perdue's legislative package each year. He also advised Perdue on the full gamut of executive legal matters, including the state budget process, government procurement, transportation funding, water resource planning, and redistricting litigation. Mr. Highsmith serves on Gov. Brian Kemp's Judicial Nominating Commission (JNC), which recommends judicial appointments statewide to the governor. He is the only member to have also served on the JNC under former Govs. Nathan Deal and Sonny Perdue.

Having also served as outside counsel for two Georgia governors and several other Georgia elected officials, Mr. Highsmith is among Georgia's foremost authorities on governmental ethics, open records and transparency, campaign finance, and election law. He formerly served on the State Ethics Commission, a quasi-judicial body with statewide jurisdiction over ethics issues involving public officials, lobbyists, and state vendors, as an appointee of former Gov. Roy Barnes.

Mr. Highsmith previously served as assistant general counsel to the Georgia Republican Party, chief of staff to the Republican Caucus of the Georgia House of Representatives, and policy director to the 1998 Republican nominee for governor of Georgia.

Recent Honors & Awards

- *The Best Lawyers in America* guide, Atlanta Government Relations Lawyer of the Year, 2016, 2018, 2020
- *The Best Lawyers in America* guide, Government Relations Practice, 2008-2020
- Martindale-Hubbell AV Preeminent Peer Review Rated

Memberships

- Governor's Judicial Nominating Commission, consisting of judges and lawyers who recommend judicial appointments statewide to the Governor, 2006-Present
- Atlanta Housing Authority, Commissioner, 2017-Present
- Lawyers Club of Atlanta
- State Bar of Georgia

Education

- University of Georgia School of Law, J.D.
- Yale College, B.A., English

Bar Admissions/Licenses

- Georgia

Court Admissions

- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Court for the Northern District of Georgia
- U.S. District Court for the Middle District of Georgia
- All State Courts in Georgia

Kevin A. Gooch



Partner

Atlanta

+1.404.817.8473

Kevin.Gooch@hklaw.com

Practices

Financial Services | Financial Services Regulations | Private Equity | Emerging Companies | Entertainment Law | Private Credit

Kevin A. Gooch focuses his practice on representing financial institutions, non-bank lenders, corporate borrowers and private equity funds in complex finance and restructuring transactions. These include syndicated credit facilities, bilateral loan transactions, acquisition financings, asset-based financings and notes offerings. In connection with these transactions, he drafts and negotiates loan documentation, including credit agreements, security agreements, pledge agreements, promissory notes, resolutions and legal opinions.

Mr. Gooch has represented various clients in more than \$20 billion of financing and restructuring transactions. In addition, he has significant experience advising publicly traded borrowers and healthcare clients on credit facilities and secured loans.

In addition to his work on finance and restructuring transactions, Mr. Gooch has extensive experience working with entrepreneurs and emerging growth companies in all phases of their business life cycles. These range from company formation to helping his clients raise capital through initial seed funding, later stage rounds and managing other legal risks.

Before joining Holland & Knight in 2020, Mr. Gooch was a transactional attorney for a multinational law firm in its Atlanta office. He focused on finance transactions and other corporate matters.

In addition, Mr. Gooch serves as a guest lecturer in “Deal Skills” at the University of Georgia School of Law on an annual basis. Mr. Gooch also is the moderator and host of “Let’s Talk Leadership” series for the 100 Black Men of Atlanta Inc., where he interviews C-suite executives about their leadership journey.

Representative Experience

Financial Services Matters

- Advise clients on strategic alternatives and the impact of such alternatives on their outstanding debt obligations
- Represented clients in nearly \$1 billion of lending transactions
- Represented one of the largest franchisees of a fitness company in obtaining and maintaining a credit facility in excess of \$100 million

Business Operations Transactions

- Represented a medical devices company in all aspects of legal representation relating to its business operations, including corporate governance matters, separation of one of the former C-suite executives and acquisition of a competitor
- Represented a materials company in all aspects of legal representation relating to its business operations, including overseeing employment matters, equity issuances and a variety of other matters
- Represented a food logistics company in all aspects of legal representation relating to its business operations, including equity issuances, litigation management and contract drafting and analysis

Recent Honors & Awards

- *The Best Lawyers in America* guide, Banking and Finance Law, 2025; Commercial Finance Law, 2025
- Georgia 500, Professional Services, *Georgia Trend*, 2022
- Atlanta 500 Most Powerful Leaders: Professionals, *Atlanta Magazine*, 2021-2023

Current Memberships

- State Bar of Georgia
- University of Georgia Alumni Association, Board of Directors, 2019-Present
- Emory Center for Ethics, Emory University, 2020-Present

Education

- University of Georgia School of Law, J.D., *cum laude*
- Emory University, B.A., Philosophy and Political Science

Bar Admissions/Licenses

- Georgia

ATTACHMENT G
COST PROPOSAL
(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

Marci Rubensohn
Print Name of Authorized Signer

1180 West Peachtree Street N.W., Suite 1800
Business Entity Street Address

Senior Policy Advisor
Title of Authorized Signer

Atlanta, GA 30309

Business Entity City, State and Zip Code

Authorized Signature

404.817.8552
Contact Person's Phone Number

Holland & Knight LLP
Name of Business Entity Submitting Bid

404.881.0470
Contact Person's Fax Number

Atlanta, GA
Business Entity City

marci.rubensohn@hklaw.com
Contact Person's E-Mail Address

ATTACHMENT G
COST PROPOSAL
 (Page 2 of 2)

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

State Legislative Lobbying Services

	Hourly Rate	Estimated Total Project	Total Project Cost
Year One (1)	N/A	N/A	\$96,000
Year Two (2)	N/A	N/A	\$96,000
Year Three (3)	N/A	N/A	\$96,000
Total			\$288,000

Holland & Knight does not offer a billable hour approach because our Public Policy & Regulation Group, the lobbying arm of the firm, ended that practice more than a decade ago. While most law firms continue to use a billable hour approach in charging for their state advocacy services, we found the practice of logging time and billing public entity clients has several drawbacks.

- ▶ For example, there is the inability of being able to use the full public policy talent within a firm without seeking to charge clients for the additional hours. Holland & Knight's approach provides the client with all of that advocacy talent and expertise as needed – at no additional cost.

THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.

FEE Proposal shall be submitted in a separate sealed envelope

with the following information on the outside of it:
RFP 25-300 – State Lobbying and Legislative Representation Services –
Fee Proposal

**ATTACHMENT G:
COST PROPOSAL**
(Consisting of two (2) pages)

**COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN
RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.**

Responder must complete and submit the attached pages of the Cost Proposal. The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with Augusta, Georgia according to the Request for Proposal documents.

Samuel S. Olens
Print Name of Authorized Signer

303 Peachtree Street, NE, Suite 5300, Atlanta, GA 30308
Business entity Street Address

Partner
Title of Authorized Signer

303 Peachtree Street, NE, Suite 5300, Atlanta, GA 30308
Business Entity City, State and Zip Code


Authorized Signature

404 527 4108
Contact Person's Phone Number

Dentons US LLP
Name of Business Entity Submitting Bid

404 527 4198
Contact Person's Fax Number

Atlanta
Business Entity City

solens@dentons.com
Contact Person's E-Mail Address

**ATTACHMENT G
COST PROPOSAL
(Page 2 of 2)**

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.

State Legislative Lobbying Services

Based on our expectations about the amount of work that would be involved in the areas identified, we propose a total not-to-exceed fixed monthly fee of US\$20,000 that is inclusive of the scope of work laid out in this proposal, as well as ordinary out-of-pocket (indirect) expenses. Our fee proposal constitutes our best estimate from external research and experience working on behalf of other similar organizations. However, we do not want price to be the primary determinant for your decision and are willing to discuss our proposed fees in the context of a discussion on the scope of work.

	Hourly Rate	Estimated Total Project	Total Project Cost
Year One (1)		\$10,000 per month – State \$10,000 per month – Federal	\$240,000
Year Two (2)		\$10,000 per month – State \$10,000 per month – Federal	\$240,000
Year Three (3)		\$10,000 per month – State \$10,000 per month – Federal	\$240,000
Total			\$720,000

THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.

FEE Proposal shall be submitted in a separate sealed envelope
with the following information on the outside of it:
RFP 25-300 – State Lobbying and Legislative Representation Services –
Fee Proposal



Tameka Allen
Administrator

To: Mr. Darrell White, Interim Procurement Director

From: Ms. Tameka Allen, Administrator

Date: December 16, 2024

Subject: RFP Item #25-300 Recommendation of Award

Procurement recently advertised Request for Proposals (RFP) Item #25-300 for State Lobbying and Legislative Representation Services on behalf of the Administrator's Office. We received proposals from two qualified firms. A group including representatives from the Administrator's Office, the Tax Assessor's Office, and the Finance Department reviewed the information provided by each firm.

The Administrator's Office recommends award of this RFP to the most responsive proposer, Holland & Knight.

Please proceed to contact the firm to initiate contract negotiations.

Please let us know if you have any questions. We appreciate Procurement's assistance with this project.



RFP Opening: RFP Item #25-300 State Lobbying and Legislative Representation Services

for Augusta, GA- Administrator's Office

RFP Due: Wednesday, November 13, 2024 @ 11:00 a.m.

Total Number Specifications Mailed Out: 36

Total Number Specifications Download (Demandstar): 7

Total Electronic Notifications (Demandstar): 165

Georgia Procurement Registry: 405

Total Packages Submitted: 4

Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify #	Save Form	Original	Copies 7	Fee Proposal
Holland and Knight LLP 1180 West Peachtree Street N.W., Suite 1800 Atlanta, GA 30309	YES	YES	1852393	YES	YES	YES	YES
Midnight Rider Consulting, LLC PO Box 979 Chicamauga, GA 30707	YES	YES	2551904	YES	YES	NO/ Non-Compliant	YES
Denton US LLP 303 Peachtree Rd NE #5300 Atlanta, GA 30308	YES	YES	1570426	YES	YES	YES	YES
Georgia Public Affairs 201-A Stonewall St Cartersville, GA 30120	YES	NO/ Non-Compliant	570625	YES	YES	YES	YES

BRAD ALEXANDER
MCGUIREWOODS CONSULTING
1230 PEACHTREE STREET
SUITE 2100
ATLANTA, GA 30309

BETSY BATES
BATES ASSOCIATES
PO BOX 191386
ATLANTA, GA 31119

MADDIE HOLIHAN
303 PEACHTREE ST NE
SUITE 5300
ATLANTA, GA 30308

MADDIE HOLIHAN
83 MONTRE SQUARE NW
ATLANTA, GA 30327

WILLIAM "BRAD" CARVER
HALL, BOOTH & SMITH PC
191 PEACHTREE ST.
SUITE 2900
ATLANTA, GA 30342

WENDI L. CLIFTON
W.L. CLIFTON POLITICAL CONSULTING
378 ARIZONA AVE. NE
ATLANTA, GA 30307
(RETURNED MAIL)

WEBB M. COCHRAN
TENET HEALTHCARE
3200 WINDY HILL RD
SUITE 900W
ATLANTA, GA 30339

D. SCOTT COLE
HALL BOOTH SMITH P.C.
191 PEACHTREE ST.
SUITE 2900
ATLANTA, GA 30303

BEN COWART
GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY
233 PEACHTREE ST. NE STE. 900
ATLANTA, GA 30303
(RETURNED MAIL)

NICK DEJONG
BLUE CROSS BLUE SHIELD OF
GEORGIA
3350 PEACHTREE RD. NE
ATLANTA, GA 30326

TOM Q. GEHL
GEORGIA MUNICIPAL ASSOCIATION
201 PRYOR ST. S.W.
ATLANTA, GA 30303

BLAKE FULENWIDER
LIVE OAK ADVISORS, LLC
3552 ROSWELL ROAD NW
ATLANTA, GA 30305

ASHLEY HARRIS GROOME
MCGUIRE WOODS CONSULTING
1230 PEACHTREE STREET NE
SUITE 2100
ATLANTA, GA 30309

NEWTON M. GALLOWAY
GALLOWAY & LYNDALL, LLP
406 NORTH HILL ST.
GRIFFIN, GA 30223

GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY (GEFA)
233 PEACHTREE ST. NE
HARRIS TOWER—SUITE 900
ATLANTA, GA 30303
(RETURNED MAIL)

CHANDLER C. HAYDON
HAYDON CONSULTING LLC
4355 COBB PARKWAY, J262
ATLANTA, GA 30339

TRAVIS P. LINDLEY
CAPITOL STRATEGY GROUP, INC
2700 CUMBERLAND PARKWAY
SUITE 150
ATLANTA, GA 30339

TYLER "TJ" KAPLAN
JL MORGAN COMPANY
4695 WALDEN LANE
MARIETTA, GA 30062

TERRI M. LYNDALL
GALLOWAY & LYNDALL LLP
406 NORTH HILL ST.
GRIFFIN, GA 30223

SCOTT MACGREGOR
OGLETHORPE PUBLIC AFFAIRS
PO BOX 3224
AUGUSTA, GA 30914

RAGEN MARSH
TROUTMAN SANDERS STRATEGIES
600 PEACHTREE ST.
SUITE 5200
ATLANTA, GA 30308

SAM OLENS
351 BLUE CT.
MARIETTA, GA 30060

HELEN L. SLOAT
NELSON MULLINS RILEY &
SCARBOROUGH
201 17TH STREET
SUITE 1700
ATLANTA, GA 30363

MICHAEL D. MCPHERSON
GEORGIA MUNICIPAL ASSOCIATION
201 PRYOR ST.
ATLANTA, GA 30303

MEREDITH M. WEAVER
MELVIN WEAVER CONSULTING LLC
3535 PEACHTREE ROAD
SUITE 520-106
ATLANTA, GA 30326

MARCIA RUBENSOHN
1180 WEST PEACHTREE STREET
SUITE 1800
ATLANTA, GA 30309

DENTOS US LLP
303 PEACHTREE STREET NE
SUITE 5300
ATLANTA, GA 30308

A.R. LONG COMPANY LLC
5605 VININGS RETREAT PASS SW
MABLETON, GA 30126

HOLLAND & KNIGHT
1180 WEST PEACHTREE ST. NW
SUITE 1800
ATLANTA, GA 30309

ROBBINS GOVERNMENT RELATIONS
500 14TH ST. NW
ATLANTA, GA 30318

GEORGIA PUBLIC AFFAIRS
PO BOX 78602
ATLANTA, GA 30357
(RETURNED MAIL)

GALLOP & ASSOCIATES
2911 POINTE WEST DR.
AUGUSTA, GA 30909

MADDIE HOLIHAN
303 PEACHTREE ST NE
SUITE 5300
ATLANTA, GA 30308

SEARLES CONSULTING, INC.
462 PAGE AVENUE
ATLANTA, GEORGIA 30307

GOVERNMENT SOLUTIONS, LLC
1118 ASHTON BLUFF DR., SUITE A
ATLANTA, GA 30319

PAUL L. SHANOR II, LLC
1800 GRIST STONE COURT, NE
ATLANTA, GA 30307-1187

TAKIYAH A. DOUSE
ADMINISTRATOR

NATASCHA DAILEY
ADMINISTRATOR'S OFFICE

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM# 25-300
STATE LOBBYING AND LEGISLATIVE
REPRESENTATION SERVICE
FOR ADMINISTRATOR'S OFFICE
BID DUE: TUESDAY 10/22/24 @ 11:00 A.M.

BID ITEM# 25-300
STATE LOBBYING AND LEGISLATIVE
REPRESENTATION SERVICE
FOR ADMINISTRATOR'S OFFICE
BID DUE: TUESDAY 10/22/24 @ 11:00 A.M.
BID MAILED: 9/12/24

2 of 2

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, September 13, 2024 2:46 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000082

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000082

Event Title: 25-300 State Lobbying & Legislative Representation Services

Event Type: Non-State Agency

Process Log
2024/09/13 14:43:54 : Log starts for - 17798606 - EVENT_RELEASE_TO_SUPL
2024/09/13 14:43:56 : Email Process Log for the Event#: PE-72155-NONST-2025-000000082
2024/09/13 14:43:56 : Email Batch# 2409133446
2024/09/13 14:43:56 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/09/13 14:46:26 : Total No of Contacts found for sending Email: 405
2024/09/13 14:46:26 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:

<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000082&sourceSystemType=gpr20>

09/13/2024 02:46:26 PM

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]

Planholders

Add Supplier

Export To Excel

Supplier (7)

Supplier ⇅	Download Date
Corporate Environments of Georgia	10/22/2024
Dodge Data	09/13/2024
Foley & Lardner	10/14/2024
Georgia Public Affairs	09/24/2024
Holland & Knight LLP	10/08/2024
Onvia, Inc. - Content Department	09/13/2024
Tactical Wire Communications Solutions LLC.	09/17/2024

Add Supplier

Supplier Details

Supplier Name	Corporate Environments of Georgia
Contact Name	Anastasia Black
Address	1636 NE Expressway , Atlanta, GA 30329
Email	ablack@ceofga.com
Phone Number	404-679-8978

Documents

Filename	Type	Action
25-300_RFP	Bid Document / Specifications	View History
25-300_HELENE	Notice of Delay	View History



Commission Meeting

January 7, 2025

Charter Review

Department:	N/A
Presenter:	N/A
Caption:	Approve Proposal for Service, submitted by the University of Georgia Carl Vison Institute of Government with assistance in conducting an Augusta-Richmond County Charter Review and the Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft. (Requested by Mayor Garnett L. Johnson)
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: Jasmine Sims
Sent: Tuesday, December 31, 2024 4:33 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Items Request

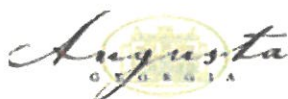
Good Afternoon Ms. Bonner,

Mayor Johnson has requested that the following items be added to the agenda for the January 7, 2025, Commission Meeting:

1. Approve Proposal for Service, submitted by the University of Georgia Carl Vison Institute of Government with assistance in conducting an Augusta-Richmond County Charter Review and the Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft.
2. Move to hire a full-time certified EMA Director for Augusta-Richmond County and task the Human Resources Department to being search protocol.

Happy New Year,
Jasmine

Jasmine Chavous Sims, MBA, EdS
Chief of Staff | Office of the Mayor
Augusta – Richmond County
535 Telfair Street, Suite 200 • Augusta, GA 30901
Office • 706-821-1834 | Mobile • 706-993-7358
jasminesims@augustaga.gov | www.augustaga.gov



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AED:104.1



Carl Vinson Institute of Government UNIVERSITY OF GEORGIA

Proposal for Services

AUGUSTA-RICHMOND COUNTY CHARTER REVIEW ASSISTANCE

October 8, 2024

BACKGROUND AND PURPOSE:

In this proposal, the University of Georgia's Carl Vinson Institute of Government is responding to a request from the Augusta-Richmond County Consolidated Government ("Augusta") to provide Augusta's Charter Review Committee with technical assistance in the development, comprehensive review, and editing of the Augusta charter that reflects current operational practice and utilizes modern legal language to clarify intent. The Institute proposes to provide the Augusta Charter Review Committee support, consideration, and analysis of Augusta's government framework and/or suggested changes to the Augusta Charter to improve such structure to best serves its citizens. Under this proposed agreement, Augusta's City Attorney and Clerk will serve as the Institute's primary contacts in the development of an updated city charter and as the Institute's primary liaison with the Mayor and Council.

PROJECT GUIDANCE:

This research will be a partnership between the Institute, the Augusta Charter Review Committee, and the Augusta governing authority. It is contemplated that the Institute will provide staff expertise, documentation of meeting minutes and public comments, track amendments and capture charter proposed revisions, conduct bimonthly cadence meetings, and assist in research requested by the Committee Chairperson. The Charter Review Committee will provide Institute faculty with direction and feedback over the course of the project. To facilitate communication between the Institute and decision making within the Commission, the Institute and the Charter Commissioner Chairperson shall work closely in the coordination of the comprehensive review of the Charter.

SCOPE OF WORK:

The Institute of Government's goals for this study will be to:

1. Initiate activities including a project development meeting to further define project scope and identify relevant sources of data. The meeting time will also be spent coordinating with the Charter Review Committee Chairperson and the Mayor to obtain operational specific data to produce the most beneficial project foundation.
2. Provide staffing support at each meeting and public hearing to transcribe meeting documentation including minutes and public comment.
3. Conduct any research and interviews related to the project as directed by the Chairperson of the Charter Review Committee.
4. Clarify available options for the updated charter.
5. Review data, present findings, and provide associate advisement.
6. Perform brief studies as directed by the Committee related to a charter review.
7. Provide copies of the proposed draft charter.

The development of the updated charter will begin with a review of the current charter including all legislative and home rule amendments to the charter. The Institute will consult with the Committee in identifying specific sections of the existing charter that need to be revised and/or clarified in the new charter to reflect current practice. The Institute will provide copies of drafts to the Committee. The preparation of an updated charter by faculty of the Institute does not constitute legal advice and shall not be deemed to be the practice of law. The Committee shall be responsible for providing a proposed draft charter to the Mayor and Council and the local legislative delegation.

LOCAL GOVERNMENT RESPONSIBILITIES:

It is expected that the city will respond to any data and interview requests in a timely manner (e.g., within 3-4 business days) and will facilitate data collection and interview scheduling with city officials should they be necessary.

If response times are not feasible because of higher priorities associated with the day-to-day operation of the local governments, the timetable for completion of the study may be changed.

PROJECT TIMELINE:

Once the scope of work has been approved, it typically takes two weeks on the University side to complete a legal and administrative review of the contract and to have the contract offer in the hands of local government officials. The Institute foresees this project beginning January 1, 2025, and, assuming full and timely cooperation by all stakeholders, a final report being delivered by December 20, 2025.

PROJECT BUDGET:

The fee is contemplated as being funded by Augusta, through funds appropriated from the Augusta general fund. This is acknowledged as the appropriate source for a project intended to be of county/city-wide benefit. As Augusta is the steward of this fund, it will be the contracting party. Any required compliance with the Georgia Open Meetings Act shall be the responsibility of the Augusta. The Institute will provide the services outlined in this proposal including personnel, operating supplies, travel, report production, and other necessary and requested services at a total fixed fee cost of \$320,174. If a companion proposal for Preliminary Charter Review Assistance is agreed to in the amount of \$34,440, the total cost of this proposal will be reduced to \$286,734. This price is valid for 120 days from the date of this proposal.

DELIVERABLES:

The Institute and its faculty will:

1. Provide an electronic copy (.pdf file) of the final report.
2. Be available to provide consultation on the results of the study to the Charter Review Commission and County officials for three months following submission of the final report.

CAPABILITIES OF THE VINSON INSTITUTE:

The mission of the Institute of Government is to improve governance and the lives of people in Georgia. In carrying out this mission, the Institute can call on the wide-ranging knowledge base of the University of Georgia as well as on 90 years of direct service experience in providing technical assistance, research and policy analysis, and training to local and state governments in Georgia. The Institute is among the most highly rated university-based organizations designed specifically to span the gap between best practices research and the existing practice of government.

The proposed team for this project includes:

Lori Brill

404.463.6801

lori.brill@uga.edu

Lori Brill provides applied research and technical assistance to local governments in the arenas of local regulations, strategic planning, and organizational and operational reviews. Lori brings a wealth of in-depth local and state government knowledge to the Institute of Government. Lori has more than 20 years of experience providing legal, policy and research services at the local, regional and state levels. Prior to joining the Institute of Government in 2022, Lori served as a DeKalb County Senior Assistant Attorney, an Enforcement Attorney at the Georgia Secretary of State's Office, Deputy Legislative Counsel for the Georgia General Assembly and as a regional director for a telecommunications company. She has taught courses, authored papers, and updated legal treatises in her areas of expertise. She received her B.A. from Emory University and her J.D. from the University of Georgia School of Law.

Ms. Brill will be assisted on this project by Institute staff, research professionals, and legal interns.

Augusta-Richmond County Georgia Charter Review Committee on Resolution Draft

1. The Augusta-Richmond County Commission approved a motion to approve tasking the Clerk of Commission to engage The University of Georgia Carl Vinson Institute of Government to begin the process of leading and providing guidance to Augusta Richmond County down the path towards the creation of a charter review committee.
2. The Charter Review Committee on is to study the charter of Augusta, Georgia, and provide a comprehensive review and propose changes and updates to the existing charter.
3. The committee shall be composed of eleven (11) members representing a fair cross section of citizens in the community, one (1) member shall be appointed by the Mayor of Augusta, Georgia and one member shall be appointed by each member of the Augusta Commission.
4. The appointed commission shall vote to designate the Chairperson, Vice Chairperson, and Secretary of the Commission.
5. The Chairperson shall preside over all meetings. In absence of the Chairperson, the Vice Chairperson shall preside.
6. A quorum of the committee shall consist of seven (7) members.
7. Upon appointment of members to the Charter Review Committee, Meeting dates and times need to be established. Preferably recommended by CVIOG.
8. The Charter Review Committee shall be a body independent of the Augusta Richmond County Commission and will work under the guidance of the University of Georgia Carl Vinson Institute of Government.
9. Appointed Committee members must be residents of Richmond County. Committee members cannot be current or former elected officials, cannot be members of any existing county board or authority, and cannot be an employee of the county.
10. Members shall serve without compensation.

11. Any member of the Commission may be removed by the Council for malfeasance, failure to attend three or more consecutive meetings (except for absences due to illness of the commission member or an immediate family member, birth or adoption of child, and military service), or willful neglect of duty.
 - The entity or official that made the official appointment shall fill the vacancy in the same manner as the original appointment.
 - If that entity or official fails to fill the vacancy within 20 business days from the written notice, the Mayor shall fill the vacancy.
12. The Charter Committee shall convene from January 1, 2025, to December 31, 2025.
13. The Augusta Richmond County Clerk of the Commission shall be responsible for administrative support to the Charter Review Committee.
14. All meetings held by the Charter Committee shall be open to the public and meeting notices shall be widely distributed through local publications, the internet and electronic mail. Proceedings of the Charter Committee shall be taped and available for on-demand viewing on the County's website.
15. The Charter Committee shall submit its final written recommendation(s) of any suggested revisions, updates, or changes to the charter no later than December 31, 2025, to the Mayor and Augusta-Richmond County commission.
16. A copy of the final report shall also be presented to each member of the Augusta Legislative Delegation, the Governor, the Lieutenant Governor, Speaker of the House and chairpersons of the Senate State and Local Governmental Operations committee and the House Governmental Affairs committee. A copy of the final report shall also be made available to the public.
17. All proposed final recommended changes and updates will be submitted to the Augusta Local Legislative Delegation for approval in the Georgia General Assembly.



Commission Meeting

January 7, 2025

Full-time EMA Director

Department:	N/A
Presenter:	N/A
Caption:	Move to hire a full-time certified EMA Director for Augusta-Richmond County and task the Human Resources Department to being search protocol. (Requested by Mayor Garnett L. Johnson).
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 Meeting

Meeting Date: 31 December 2024

Disaster Debris Monitoring Services

RFP 24-916

File Reference 24-014 (A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve and award Disaster Debris Monitoring Services contract to Goodwyn Mills Cawood, LLC. (GMC). Contract award is subject to receipt of signed Agreement and required other relevant documents. The Agreement initial term is three (3) years with two subsequent one (1) year renewals. RFP 24-916/AE
Background:	It is the intent of this solicitation to enter into existing disaster event (Hurricane Hellene) debris monitoring under Federal Disaster Recovery Assistance Funding Program. In addition, this contract is also a pre-event contract, which would result in no immediate cost to Augusta-Richmond County, Georgia. Augusta, Georgia issued this Request for Proposal (RFP) to seek such professional services from qualified & experienced professional firms to provide Disaster Debris Monitoring Services (Debris Removal Monitoring) in the event of disaster, man-made or natural. The firm will monitor & document, per applicable federal rules, policies & guideline, removal of all related debris from public property and rights-of-way (ROW) in Augusta-Richmond County, Georgia. In the event of a large emergency, debris removal the firm may be activated to enable the community to recover quickly. Such contracts/agreements are FEMA requirements for debris removal for cost recovery under Federal Disaster Assistance declaration.
Analysis:	RFP's were received on November 14, 2024 and were evaluated based on criteria outlined in RFP document. GMC selected based on the RFP evaluation procedures and is top rated firm. Following firms submitted proposals.

Name	Rating
1) Debris Tech, LLC	311.6/425
2) Tetra Tech Inc.	367.5/425
3) Goodwin Mills Cawood, LLC	407.7/425


Financial Impact:	Federal & Local General Funds. The Financial impact will be based on the emergency and associated disaster debris volume. Cost of services will be according to GMC submitted unit rates. GMC Fee schedule is attached as EXHIBIT A.
Alternatives:	No alternative proposed.
Recommendation:	Motion to approve and award Disaster Debris Monitoring Services contract to Goodwyn Mills Cawood, LLC. (GMC). Contract award is subject to receipt of signed Agreement and required other relevant documents. The Agreement initial term is three (3) years with two subsequent one (1) year renewals. RFP 24-916/AE
Funds are available in the following accounts:	Federal & Local General Funds. In addition, this is a pre-event contract which will result in no immediate cost to Augusta-Richmond County. In the event of a disaster, funding will come from General Fund-Fund Balance as approved by Augusta-Richmond County Commission.
<u>REVIEWED AND APPROVED BY:</u>	HM/sr

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Darrell White, Interim Director - Procurement

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

DATE: Wednesday, November 20, 2024

SUBJECT: Disaster Debris Removal Monitoring Services for Augusta, Georgia
RFP: 24-916
File Reference: 24-014(A)

Based on RFP 24-916 evaluation final cumulative scoring, Goodwin Mills Cawood, LLC is top rated qualified firm. It is recommendation of Augusta Engineering to award RFP 24-916 / Disaster Debris Removal Monitoring Services for Augusta, Georgia/Richmond County area to the top rated qualified firm, Goodwin Mills Cawood, LLC (GMC). Accordingly, Augusta Engineering is requesting entering fee & scope of work negotiations with GMC.

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

Thank you.

/hm

cc: Nancy Williams, Procurement Department
AE Assistant Director Finance & Administration
AE Associate Director Construction & Program Delivery
Program File

Request for Proposals

Request for Proposals will be received at this office until **Thursday, November 14, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: **858 7503 1474; Passcode: 24916** furnishing:

RFP Item #24-916

Disaster Debris Monitoring Services for Augusta, GA – Augusta Engineering and Environmental Services Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Darrell White, Interim Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, November 8, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A 100% performance bond and a 100% payment bond will be required for award.**

Request for proposals (RFP) and specifications. An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

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.

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

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle October 28, 30, 2024 and November 5, 7, 2024
Metro Courier October 28, 2024

Revised: 10/02/24



**RFP Opening: RFP Item #24-916 Disaster Debris Monitoring Services
for Augusta, GA – Engineering and Environmental Services Department
RFP Due: Thursday, November 14, 2024 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 29

Total Number Specifications Download (Demandstar): 11

Total Electronic Notifications (Demandstar): 439

Georgia Procurement Registry:

Total packages submitted: 4

Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify	Save Form	Original	7 Copies	Fee Proposal
Tetra Tech Inc. 2301 Lucien Way Ste.120 Maitland, FL 32751	YES	1296212	YES	YES	YES	YES
DebrisTech, LLC 923 Goodyear Boulevard Picayune, MS 39466	YES	1141901	YES	YES	YES	YES
MSC Lawncare & Maintenance Services, LLC 3958 Wrightsboro Rd., Ste. C Augusta, GA 30909	YES	1661291	YES	YES	NO/ Non- Compliant	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	1215852	YES	YES	YES	YES



RFP Item #24-916 Disaster Debris Monitoring Services
for Augusta, GA – Engineering and Environmental Services Department
Evaluation Date: Tuesday, November 19, 2024 @ 10:00 a.m.

Vendors			Tetra Tech Inc. 2301 Lucien Way Ste.120 Maitland, FL 32751	DebrisTech, LLC 923 Goodyear Boulevard Picayune, MS 39466	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	MSC Lawncare & Maintenance Services, LLC 3958 Wrightsboro Rd., Ste. C Augusta, GA 30909		Tetra Tech Inc. 2301 Lucien Way Ste.120 Maitland, FL 32751	DebrisTech, LLC 923 Goodyear Boulevard Picayune, MS 39466	Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	MSC Lawncare & Maintenance Services, LLC 3958 Wrightsboro Rd., Ste. C Augusta, GA 30909
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					Weighted Scores			
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)								
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	FAIL		PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	20	4.8	3.8	4.8			95.0	76.3	95.0	0.0
3. Organization & Approach	(0-5)	15	4.7	3.6	4.7			70.3	54.4	70.5	0.0
4. Scope of Services • Experience with debris monitoring and management • Experience with the FEMA appeals process • Percentage of FEMA reimbursement achieved by other clients • Ability to provide services as described under the scope of work	(0-5)	25	4.3	3.7	4.7			107.8	92.2	117.2	0.0
5. Financial Stability	(0-5)	10	5.0	3.5	5.0			50.0	35.0	50.0	0.0
6. References	(0-5)	5	4.9	4.8	5.0			24.4	23.8	25.0	0.0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			23.6	19.4	24.1	0.0		347.5	281.6	357.7	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
8. Presentation by Team	(0-5)	10						0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5						0.0	0.0	0.0	0.0
10. 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)								Cost/Fee Proposal Consideration			
Lowest Fees	5	10			5.0			0.0	0.0	50.0	0.0
Second	5	6		5.0				0.0	30.0	0.0	0.0
Third	5	4	5.0					20.0	0.0	0.0	0.0
Forth	5	2						0.0	0.0	0.0	0.0
Fifth	5	1						0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	0.0		20.0	30.0	50.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)			28.6	24.4	29.1	0.0		367.5	311.6	407.7	0.0

Internal Use Only

Evaluator: Cumulative Date: 11/19/24

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: 11/19/24

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

TO: Darrell White, Interim Director - Procurement

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

DATE: Wednesday, November 20, 2024

SUBJECT: Disaster Debris Removal Monitoring Services for Augusta, Georgia
RFP: 24-916
File Reference: 24-014(A)

Based on RFP 24-916 evaluation final cumulative scoring, Goodwin Mills Cawood, LLC is top rated qualified firm. It is recommendation of Augusta Engineering to award RFP 24-916 / Disaster Debris Removal Monitoring Services for Augusta, Georgia/Richmond County area to the top rated qualified firm, Goodwin Mills Cawood, LLC (GMC). Accordingly, Augusta Engineering will prepare contract award agenda item for Augusta Commission approval. Contract award will be contingent upon GMC submitting executed contract/agreement and associated all required documents.

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

Thank you.

/hm

cc: Nancy Williams, Procurement Department
AE Assistant Director Finance & Administration
AE Associate Director Construction & Program Delivery
Program File

MASTER SERVICES AGREEMENT
for Disaster Debris Monitoring Services

Item 20.

THIS AGREEMENT is made this _____ day of _____, 2024, by and between **Augusta, Georgia**, a political subdivision of the State of Georgia, located at 535 Telfair Street, Augusta, Georgia 30901 (hereinafter referred to as ("CLIENT")) and **GOODWYN MILLS CAWOOD, LLC**, (hereinafter referred to as ("CONTRACTOR")), located at 2660 Eastchase, Suite 200, Montgomery, AL 36117.

WHEREAS, Client has issued RFP No. 24-916 for Disaster Debris Monitoring Services which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to RFP No. 24-916 and wishes to enter into a contractual agreement with Contractor to Disaster Debris Monitoring Services for which the Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform disaster Debris Monitoring services as described in Exhibit A and B (Client's RFP and Contractor's Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order, to include a detailed scope of work and "not to exceed" amount for each Task Order.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for three (3) years with the option to renew for up to two (2) additional periods of one (1) year each by mutual consent.
3. **Continuation of Service:** If Client does not exercise its right to renew this Agreement or if there are no renewal options remaining, Client will attempt to award a new contract at least three (3) months prior to the expiration of this Agreement. In the event a new contract has not been awarded within such time frame, Contractor shall provide services to Client on a month-to-month basis after the expiration of this Agreement, at the then-established rates, if Client requests this service with at least thirty (30) days' notice to Contractor.
4. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
5. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers, consultants and/or contractors performing the same or similar services. Contractor shall perform the services under such control and supervision by Client as Client may deem appropriate. Contractor shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions at its expense. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
6. **Federal Requirements:** Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as **Exhibit D** and with all applicable Housing and Urban Development (HUD) regulations which are attached hereto as **Exhibit E**.
7. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike,

MASTER SERVICES AGREEMENT
for Disaster Debris Monitoring Services

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transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

8. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in **Exhibit C**. Contractor will provide to Client documentation of the times, dates, and work performed for all billed hours.

The hourly rates shall remain firm for the initial term of the agreement. The hourly rates for any extended terms shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the parties agree that should there be an increase, said increase shall not exceed 3%.

9. **Compensation:** Contractor shall submit invoices monthly for services rendered under this agreement. Client will review each invoice for acceptance within ten (10) calendar days of receipt and shall promptly notify Contractor of any discrepancies. Invoices that are approved without issue will be paid by Client within thirty (30) calendar days of receipt. If discrepancies are identified, Contractor and Client will work in good faith to resolve any issues within ten (10) calendar days of notification. In the event that a discrepancy leads to a partial rejection of any item(s) invoiced, Client shall make a partial payment within thirty (30) calendar days of approval. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

All invoices shall be delivered to:

*Engineering Director
452 Walker Street, Suite 110
Augusta, Georgia 30901
or AEDAccounts@augustaga.gov*

With a copy to:

*Finance Director
535 Telfair Street
Suite 800
Augusta, Georgia 30901
tschroer@augustaga.gov*

*Tameka Allen, Administrator
535 Telfair Street
Suite 910
Augusta, Georgia 30901
allen@augustaga.gov*

Payment shall be made to and delivered to:

Goodwyn Mills Cawood, LLC
2660 Eastchase, Suite 200
Montgomery, Alabama 36117
ap@gmcnetwork.com

10. **Indemnity:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Augusta, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent caused by the negligent act, error, or omission of CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above

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shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Augusta, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Augusta, Georgia under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

11. **Insurance:** During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

12. **Work Product:** The documents, analyses, and all other data collected and prepared by Contractor under this Agreement ('Work Products') shall be submitted to Client and shall become the property of Client. Client shall have the unrestricted right to use the Work Products, and authorized representatives of Client may, at all reasonable times, review and inspect the project activities and data collected under this Agreement. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products. No Work Products shall be publicly presented or published by the Contractor without prior written authorization from Client.
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages, unless any of the above-described occurrences are caused by the negligence, error, omission or misrepresentation of any facts of or by Contractor.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor reasonably indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives. In cases where the provided information is unclear, Contractor shall confer with Client for the purpose of interpreting the information obtained and to correct any errors or omissions.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon sixty (60) days prior written notice to the

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other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

17. **Temporary Suspension of Work:** Client has the authority to suspend any assigned Task Order, wholly or in part, for as long as Client may deem necessary because of lack of funding or other conditions considered unfavorable for continuing the work, or for as long as Client may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract. Client shall pay Contractor for all services rendered under the terms of the Task Order prior to the date of suspension. No additional compensation will be paid to Contractor because of suspension. Such suspension shall last for a maximum of ninety (90) days. During or at the end of this ninety (90) day period, if conditions are favorable or corrective measures satisfactory to Client have been applied, work will resume when and as ordered by Client in writing. Otherwise, at the end of the ninety (90) day period, Client will either request a new suspension period or terminate the Task Order. No damages for delay or consequential damages will be recoverable as a result of any suspension period.
18. **Termination Transition:** Prior to the termination of this Agreement, Contractor shall work with Client to ensure that there is no interruption or reduction of service when Contractor ends its services to Client. If a new contract is awarded to a firm other than Contractor, Contractor shall coordinate and cooperate with the newly selected firm, as well as Client, to minimize any disruptions in the services provided.
19. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions
20. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
21. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

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Client:

ATTN: Engineering Director
Augusta, Georgia Government
452 Walker Street, Suite 110
Augusta, Georgia 30901
Phone: (706) 796-5040
Email: hmalik@augustaga.gov

Contractor:

Contracts Department
ATTN: Robert Ramsey
Goodwyn Mills Cawood, LLC
2660 Eastchase, Suite 200
Montgomery, Alabama 36117
Phone: (229) 347-2019
Email: robert.ramsey@gmcnetwork.com

With copies to:

ATTN: Administrator Tameka Allen
Augusta, Georgia Government
535 Telfair St, Ste 910
Augusta, Georgia 30901
Phone: (706) 821-2400
Email: allen@augustaga.gov

22. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
23. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Georgia without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Richmond County, Georgia with venue being in Richmond County, Georgia if brought under state law or in the Southern District of Georgia, Augusta Division, if brought under federal law.
24. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.
25. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
26. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

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28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Georgia law or regulation.
30. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
31. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
32. **Employment of Augusta Personnel:** Contractor shall not employ any person or persons in the employ of Client for any work required by the terms of this Agreement without the prior written permission of Client.
33. **Subcontractors:** Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without Client's prior written approval of the subcontractor. All subcontracts in the amount of five thousand dollars (\$5,000) or more shall include, where possible, the provisions set forth in this Agreement. Client may collect statistical data relating to Contractor's subcontractors and Contractor expressly agrees to provide such information.
34. **Open Records:** Contractor acknowledges 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.
35. **Georgia Prompt Pay Act Not Applicable:** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
Goodwyn Mills Cawood, LLC

CLIENT:
AUGUSTA, GEORGIA

By: Robert Ramsey
Title: Executive Vice President, Disaster Recovery

By:
Title: Mayor

ATTEST:

ATTEST:

ATTACHMENTS:

- Exhibit A: Augusta, GA RFP # 24-916 for Disaster Debris Monitoring Services
- Exhibit B: Goodwyn Mills Cawood Technical Approach
- Exhibit C: Goodwyn Mills Cawood Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)
- Exhibit E: HUD Provisions

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EXHIBIT A
Augusta, GA RFP # 24-916 for Disaster Debris Monitoring Services
(Attached separately, 53 pages total)

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EXHIBIT B
Goodwyn Mills Cawood Approach
(Attached separately, 8 pages total)

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EXHIBIT C
Goodwyn Mills Cawood Fee Schedule
Table 1: Rate Schedule

RFP 24-916 FEE PROPOSAL FORM
(Page 1 of 2)

Note: Where overtime is authorized in writing by Augusta, the rate will be billed at the hourly rate multiplied by 1.5, which is not be included in any rate listed below.

All hourly labor rates are fully burdened to include personnel costs, lodging, per diem, airfares, car rentals, and other travel related expenses.

** Positions shown with hourly rate of \$0.00 are roles performed by other positions.*

DEBRIS MONITORING POSITIONS

POSITION	HOURLY RATES	HOURS*	TOTAL
Project Manager	\$ 61.00	250	\$ 15,250.00
Operations Managers	\$ 45.50	350	\$ 15,925.00
FEMA Public Assistance Coordinator *	\$ 0.00	30	\$ 0.00
Scheduler/Expeditors *	\$ 0.00	100	\$ 0.00
Truck Certifier *	\$ 0.00	100	\$ 0.00
Field Supervisor	\$ 43.50	750	\$ 36,625.00
Environmental Specialist *	\$ 0.00	50	\$ 0.00
GIS Specialist/Computer Analyst *	\$ 0.00	25	\$ 0.00
Billing/Invoice Analyst *	\$ 0.00	60	\$ 0.00
Load Ticket Data Entry Clerks (QA/QC) *	\$ 0.00	2200	\$ 0.00
Data Manager	\$ 43.50	40	\$ 1,740.00
Debris Site/Tower Monitor	\$ 31.00	1750	\$ 54,250.00
Field Monitors	\$ 31.00	7850	\$ 243,350.00
Administrative Assistant	\$ 31.00	150	\$ 4,650.00
Residential Drop-off Monitors *	\$ 0.00	3000	\$ 0.00
Total		16,705 hours	\$ 371,790.00

GRANTS MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Grant Management Consultant	\$
Grant Management Consultant	\$
Administrative Assistant	\$

EMERGENCY MANAGEMENT CONSULTING

POSITION	HOURLY RATES
Senior Planner	\$
Planner	\$

COMPANY: Goodwyn Mills Cawood, LLC

**SUBMIT THIS PAGE IN A SEPARATE SEALED ENVELOPE LABELED:
FEE PROPOSAL - RFP 24-916 Disaster Debris Monitoring Services**

RFP Item #24-916 Disaster Debris Monitoring Services
RFP Due: Thursday, November 14, 2024 @ 11:00 a.m.
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EXHIBIT D
FEDERAL PROVISIONS

FEDERAL CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Contractor must complete enclosed certification**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation

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to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or

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programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(i)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(i)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice,

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trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the

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applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees-

- i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

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Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 11. *Certification of eligibility.*
 - 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
 - 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
 - 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

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licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the *contractor*, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the

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agency in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR

Goodwyn Mills Cawood, LLC.

2660 Eastchse Lane, Suite 200

Montgomery, AL 36117

CLIENT

City of Augusta, Georgia

535 Telfair Street

Augusta, Georgia 30901

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00. **Contractor must complete enclosed certification**)

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Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

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BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

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BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Goodwyn Mills Cawood, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor, Goodwyn Mills Cawood, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if

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the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Goodwyn Mills Cawood, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT E
HOUSING AND URBAN DEVELOPMENT (HUD) PROVISIONS

Given that the services contemplated in this Contract may involve funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Contract.

STATUTORY AND REGULATORY COMPLIANCE

CONTRACTOR shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by: the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56) approved on September 8, 2017, as amended; the Bipartisan Budget Act of 2018 (Pub. L. 115-123) approved on February 9, 2018, as amended; the Additional Supplemental Appropriations for Disaster Relief Act, 2019, (Pub. L. 116-20) approved on June 6, 2019, as amended; as well as including, but not limited, to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including if certain expenses are allowed.

REPORTING REQUIREMENTS

The CONTRACTOR shall cooperate with all County efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and § 570.507, when applicable.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (As required by applicable thresholds)

- 1) The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75 which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 3) The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

- 5) The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 C.F.R. Part 75.
- 6) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (46 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8) For contracts exceeding \$100,000, the CONTRACTOR shall submit Form HUD 60002 (Section 3 Summary Report) to PRDOH on a quarterly basis, notwithstanding the annual reporting requirement set forth in that form's instructions.

FAIR HOUSING ACT

CONTRACTOR shall comply with the provisions of the Fair Housing Act of 1968, as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

FLOOD DISASTER PROTECTION ACT OF 1973

The CONTRACTOR will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by the U.S. Department of Housing and Urban Development (HUD). The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. PRDOH has also established the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) which provides guidance and requirements regarding URA compliance and minimizing displacement that are applicable to all CDBG-DR programs. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Contractors are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

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.



Engineer Service Meeting

Meeting Date: 12/31/2024

#9 Check Valve

Department:	Utilities - 4416
Presenter:	Wes Byne
Caption:	Approve Emergency Procurement of Check Valve for #9 Turbine
Background:	#9 Turbine is our biggest raw water turbine and pump for supplying raw water to the Highland Ave. Plant, the current check valve has failed which could cause the turbine to damage itself.
Analysis:	We request to purchase a new check valve to resolve this situation as the seats and inner workings of the valve are damaged beyond repair.
Financial Impact:	\$47,726.00 from budgeted funds
Alternatives:	None Recommended
Recommendation:	Approve Purchase of this Critical Infrastructure.
Funds are available in the following accounts:	506-04-3580-5425110
<u>REVIEWED AND APPROVED BY:</u>	N/A

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

TO: Darrell White
Interim Director, Procurement Department

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

FROM: Stephen Orton

CC:

DATE: 12/17/24

SUBJECT: JUSTIFICATION FOR EMERGENCY REQUEST

D White
12/18/24

#9 Turbine currently has a failed check valve, and this could cause the turbine to spin backwards causing the equipment to break apart.

This check valve is very critical to the operation of our turbine.

Please approve to avoid interruption in water distribution. Wes Byne will submit an agenda in January 2025, but the parts must be ordered in order to avoid the equipment to break apart.

Thank you for your kind assistance to this request.

Sincerely

Steve Orton

Approved by:

Lee Thompson

for Wes Byne 12/17/2024

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

**ECO-TECH**

Item 21.

QUOTATION		
DATE	NUMBER	PAGE
12/10/2024	0003702	1 of 1

B ARC007
I AUGUSTA RICHMOND COUNTY
L 535 TELFAIR STREET
L MUNICIPAL BLDG STE 800
T AUGUSTA, GA 30901
O US

S AUGUSTA UTILITIES-FMD
H 2822 CENTRAL AVENUE
I AUGUSTA, GA 30909
P US
T
O

Accepted By: _____
Company: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:

706-826-4785

SORTON@AUGUSTAGA.GOV

STEPEN ORTON

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#		JOB TITLE	SLP	SHIPPING TYPE
STEPHEN ORTON		AUGUSTA UTILITIES FMD, APCO CVS-250 CHECK VALVE	KAH/	BEST WAY
QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED

1	CV1	APCO CHECK VALVE 24" Flanged APCO CVS-250 style Air Cushioned Swing Check valve, DI Disc w/NBR Seat, 304SS Body seat & Shaft and Outside Lever & Weight	\$38,796.00	\$38,796.00
---	-----	--	-------------	-------------

Lead Time - 40 weeks ARO

1	CV1A	CYLINDER ASSEMBLY Air Cushion Cylinder assembly FUW existing 24" CVS-250 Swing Check valve PN 1725798	\$8,930.00	\$8,930.00
---	------	---	------------	------------

Lead Time - 30-32 weeks ARO

Manufacturing Lead Time: will advise
Terms are Net 30
Freight is FOB: Factory, Full Freight Allowed
Pricing valid for 30 day

This quote is subject to and incorporates by reference www.Eco-Tech.net

QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL

SUBTOTAL:	\$47,726.00
TAX:	
TOTAL:	\$47,726.00

156 Hickory Springs Industrial Dr., Canton, GA 30115 - Phone: 770-345-2118

www.Eco-Tech.net

483

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 12/16/2024

DIVISION: Facilities Maintenance

FUND #: 506043580 5425110

SHIP TO:

2822 Central ave. Augusta, Ga
30909

REQUISITION #

- ☒ WATER ☐ SEWER ☐ SUPPLIES ☒ SERVICE
☐ EQUIPMENT ☐ TOOLS ☐ SAFETY ☐ OFFICE
☐ CHEMICAL ☐ GASES ☐ REPAIR ☐ MAINTENANCE ☒ OTHER
☐ LAB ☐ UNIFORM ☐ LIFT STATION
☐ IT ☐ SCADA ☐ INVENTORY ☐ BID ITEM
☐ ROUTINE ☒ EMERGENCY ☐ SOLE SOURCE ☐ PREFER ITEM

SHIP TO: 2822 Central ave. Augusta, Ga 30909			VENDOR: ADDRESS: PHONE #: QUOTED BY:		Eco - Tech Inc 156 Hickory Springs Industrial Dr., C 770-345-2118 Keith Higgs					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	24 Inch Check Valve	1	38796	38796						
2.										
3.	Cylinder Assembly	1	8930.00	8930						
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
SHIPPING CHARGES		1								
TOTAL				47726						

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

24 inch check valve and air cushion assembly

REQUESTED BY:

Steve Orton

APPROVED BY:

Bobby Robinson

Lee Thompson



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Engineering Support Services

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

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

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Ardurra Group, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

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

Engineering Support Services

and,

WHEREAS, the CONSULTANT 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 CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT 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 consultants practicing under similar conditions. CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT, 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 CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

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

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under this Agreement.

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

CONSULTANT - 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 CONSULTANT 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 CONSULTANT signed by CITY and accepted by CONSULTANT, 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 CONSULTANT. 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 CONSULTANT 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



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT 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 CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'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 CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT 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 CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT 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 CONSULTANT 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 CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT 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 CONSULTANT 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 CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT 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

CONSULTANT 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.). CONSULTANT 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 CONSULTANT 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 CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, 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 CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

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

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT 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 CONSULTANT shall fully cooperate with such other CONSULTANTS 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 CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT 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 CONSULTANT for the purpose of securing business and that the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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.

14. INSURANCE

The CONSULTANT 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 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 CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT 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 CONSULTANT 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

CONSULTANT 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.

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

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT'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



CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 St., Suite 910
Augusta, GA 30911

CONSULTANT:
Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

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

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

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

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT 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.



29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. 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.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees 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. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents 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. 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 and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant 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, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant'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 Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant 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 Consultant. Consultant 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: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

Ardurra Group, Inc.

BY: _____

PRINTED NAME: Jeffrey L Duplantis

AS ITS: Client Service Manager

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: Joseph G. Crews

AS ITS: SE Water Practice Director

DATE: July 12, 2024

Copy To:

DIRECTOR

AUGUSTA UTILITIES DEPARTMENT

452 Walker Street, Suite 200

Augusta, GA 30901



CONSULTANT'S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT 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 CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'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. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'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 CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

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

CONSULTANT'S INSURANCE

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

RIGHT TO ENTER

The CONSULTANT 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 CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT 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 CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT'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 consultants 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 CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

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

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group) to provide general professional engineering services relating to planning, design, operation and maintenance, and construction administration for the Augusta Canal, Dam and other utility owned facilities and projects as directed by the CITY.

Scope of Services

The scope of services for this project are of a consulting nature and may deal with environmental issues, responses to State and Federal Agencies and other work without prescribed boundaries, specialized consulting and additional services and undefined work. CONSULTANT intends to perform the following services on behalf of the CITY in order to support the CITY's goal of providing management of its resources.

- 1) Provide general engineering services pertaining to the preparation of necessary documents to facilitate the operations and maintenance of the Augusta Canal.
- 2) Perform studies, research, assessments and evaluations as required or requested by the CITY pertaining to any and all facets of work associated with the operation of the Augusta Canal.
- 3) Assisting the CITY to develop conceptual level planning documents and preparing cost estimates, prior to the development of larger task orders, related to the management of CITY resources, including the Augusta Canal, Dam and/or other CITY owned facilities and projects.
- 4) Attending meetings as requested by representatives of the CITY and provide general engineering assistance, consultation, and opinions.
- 5) Developing schedules, plans, engineering analyses and evaluations to address small independent issues or projects.
- 6) Addressing issues associated with federal, state, and local government agency permits and inquiries from regulatory agencies not associated with other projects.
- 7) Preparation of investigations or evaluations of equipment or unit processes under consideration by the CITY for incorporation in their system.
- 8) Performing field investigations and construction observation not associated with other projects or task orders.
- 9) Responding to general questions on engineering matters as requested by the CITY's designated representative.
- 10) Perform any other professional services as required and specifically requested by the CITY.



ATTACHMENT B - COMPENSATION

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

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT 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 CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

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



ATTACHMENT C - LISTING OF KEY PERSONNEL

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

Jeff Duplantis, PE, Project Director		
Mitchell O’Neal, PE, Project Manager		
Ian Schlosser, EIT, Associate Engineer		
Theresa Cutright, Admin		



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (**CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item**).

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
- Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: Jeffrey L DuplantisTITLE: Client Service ManagerDATE: July 12, 2024



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 CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.

**BEST AND FINAL FEE PROPOSAL**

Fee Schedule for Engineering Services		
Project Phases	Unit	Unit Cost
Task 1 - Engineering Support Services	Cost Plus	\$380,000
TOTAL		\$380,000



Exhibit A—Fiscal Year 2024 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Ardurra’s Fiscal Year 2024 compensation and hourly per diem rate schedule of charges.

Compensation

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2024 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate (\$)	Classification	Hourly Per Diem Rate (\$)
QA/QC Manager	274	CADD Designer I	101
Principal	269	CADD Technician	81
Senior Reviewer / Consultant	264	Clerical/Administrative V	117
Project Director	264	Clerical/Administrative IV	96
Senior Project Manager	228	Clerical/Administrative III	84
Project Manager	211	Clerical/Administrative II	72
Professional Engineer VI	237	Clerical/Administrative I	64
Professional Engineer V	228	Senior Construction Manager	226
Professional Engineer IV	181	Construction Manager	205
Professional Engineer III	166	Construction Inspector III	128
Professional Engineer II	149	Construction Inspector II	114
Professional Engineer I	134	Construction Inspector I	88
Engineering Associate II	122	SUE Supervisor	118
Engineering Associate I	105	Field / SUE Tech III	79
Senior Electrical Engineer	243	Field / SUE Tech II	73
Senior GIS/Database Programmer	122	Field / SUE Tech I	66
GIS Tech	83	2- Man Line Verification Field Team ⁽¹⁾	204
Senior Designer	155	2-Man Manhole Inspection Crew ⁽²⁾	176
CADD Designer III	126	1-Man GPR/Locating Crew ⁽³⁾	156
CADD Designer II	105	1-Man GPS Crew ⁽⁴⁾	131



- (1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
- (2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment; sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
- (3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
- (4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate (\$)
Mileage	Cost
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Lodging & Travel	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services	Cost + 5%
Special Owner Requested Computer Software ⁽¹⁾	Cost + 5%

⁽¹⁾ Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

***** END *****

**UTILITIES DEPARTMENT****Wes Byne, P.E.**
*Director***Chad Hendrix, P.E.**
*Assistant Director***MEMO**

DATE: May 28, 2024

TO: Geri Sams, Director, Procurement Department

FROM: Wes Byne, P.E., Director of Utilities *Wb*

SUBJECT: RFQ Item #24-132
Engineering Consulting Services for Augusta, Georgia – Utilities Department
Recommendation of Award

I concur with the Selection Board's evaluation and recommendation of the Engineering firms to the various discipline category rosters that the Augusta Utilities Department solicited through the above referenced RFQ.

As stated in the RFQ, these lists will be active for five (5) years. Please see the attached document showing the Engineering firms for each discipline category.

cc: Chad Hendrix, P.E. *CH*

RFQ #24-132

Engineering Consultant Services Rosters

Category 1 – Water Distribution and Wastewater Collection System Analysis & Design:

- A & S Engineering, LLC
- Ardurra Group, Inc.
- Benesch
- CHA Consulting, Inc.
- Geosyntec Consultants, Inc.
- Goodwyn Mills Cawood, LLC
- HDR Engineering, Inc.
- Infrastructure Systems Management, LLC
- Johnson, Laschober & Associates, P.C.
- Kimley-Horn and Associates, Inc.
- Stantec Consulting Services, Inc.
- W.K. Dickson & Company, Inc.

Category 2 – Water Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 3 – Wastewater Treatment Plants:

- Ardurra Group, Inc.
- Goodwyn Mills Cawood, LLC
- Stantec Consulting Services, Inc.

Category 4 – Wastewater Collection System Flow Monitoring:

- ADS, LLC
- CHA Consulting, Inc.
- W.K. Dickson & Company, Inc.

Category 5 – Grant Funding Administration

- HDR Engineering, Inc.
- Kimley-Horn and Associates, Inc.
- W.K. Dickson & Company, Inc.

Category 6 – Dam Safety Engineering and Design

- HDR Engineering, Inc.
- Kleinschmidt Associates, Inc.
- Schnabel Engineering, LLC



Engineering Services

Meeting Date: 12/31/2024

Approve Professional Services for Engineering Support Services (RFQ24-132)

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve Engineering Services Contract with Ardurra Group, Inc. for Engineering Support Services (RFQ 24-132)
Background:	The Augusta Canal requires extensive documentation, annual submittals, inspections, and other activities to comply with the Federal Energy Regulatory Commission's (FERC) licensure requirements. Additionally, since Hurricane Helene, the canal has encountered significant challenges related to disaster recovery and repair efforts. To support these ongoing needs, The Ardurra Group, Inc. has proposed providing program management personnel. Their proposal includes labor and administrative support for a one-year period.
Analysis:	AUD staff met with personnel from Ardurra Group, Inc. and negotiated the attached draft contract with scope. We believe that the proposal is fair and reasonable.
Financial Impact:	Funding in the amount of \$ 380,000.00 is available from accounts: G/L 507043490-5212115 / 82400050-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends approval of this contract.
Funds are available in the following accounts:	G/L 507043490-5212115 / 82400050-5212115
<u>REVIEWED AND APPROVED BY:</u>	N/A



Meeting Name

Meeting Date: 10/29/2024

Highland Plant Generator Radiator Purchase

Department:	Utilities - 4416
Presenter:	Stephen Orton
Caption:	Motion to Approve Purchase of Rebuilt Highland Plant Generator Radiator in the amount of \$94,510.00
Background:	Highland Plant Generator Radiator has developed extremely bad leaks and during the power outage of the hurricane we really stressed it to its limit and now is starting to fail.
Analysis:	N/A
Financial Impact:	This is a cost of \$94,510.00 for Purchase of Rebuilt Radiator there are funds available
Alternatives:	The alternatives is to go to bid for this Radiator but this will put the plant at risk of not being able to run in case of power outage during this period.
Recommendation:	Recommendation is to Purchase this Radiator from American Radworx, LLC.
Funds are available in the following accounts:	506-04-3520-5421110
<u>REVIEWED AND APPROVED BY:</u>	N/A

Print Form



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

Vendor: American Radworx LLC E-Verify Number: 907247

Commodity: Radiator for 2500KW Generator

Estimated annual expenditure for the above commodity or service: \$ 94,510.00

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.)
- X 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: 10/28/2024

Department Head Signature: Frank W Byne Date: 11/8/24

Approval Authority: R White Date: 11/18/24

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

COMMENTS:

**UTILITIES DEPARTMENT**

Wes Byne, P.E.
Director

TO: Darrell White
Interim Director, Procurement Department

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

FROM:

CC:

DATE:

SUBJECT: Radiator for 2500KW Generator

This is a sole source purchase of a radiator for the Highland Ave. Water Treatment Plant main Backup Generator, it was already starting to have issues with the radiator and it took some damage due to the hurricane so it has really started to cause issues for long run times, No Company had a radiator on the shelf or could have a rebuilt one for us except this company, where all the other companies had us on at least a 12 week waiting period and this purchase is for timing of being able to have the radiator to us within a short period of time because this is critical infrastructure for our drinking water system.

Jess Thompson

for Wes Byne 11/18/2024

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

CHECK ALL THAT APPLY:

DATE: 10/28/2024

DIVISION: Highland Water Filter Plant

FUND #: 506043520

SHIP TO:

2822 Central ave. Augusta, Ga
30909

REQUISITION #

- ☒ WATER
☐ SEWER
☐ SUPPLIES
☒ SERVICE
☐ EQUIPMENT
☐ TOOLS
☐ SAFETY
☐ OFFICE
☐ CHEMICAL
☐ GASES
☐ REPAIR
☐ MAINTENANCE
☐ LAB
☐ UNIFORM
☐ LIFT STATION
☒ OTHER
☐ IT
☐ SCADA
☐ INVENTORY
☐ BID ITEM
☐ ROUTINE
☒ EMERGENCY
☒ SOLE SOURCE
☐ PREFER ITEM

SHIP TO: 2822 Central ave. Augusta, Ga 30909		VENDOR: ADDRESS: PHONE #: QUOTED BY:		American Radworx LLC PO Box 129 Vinemont, AL 35179 800.398.5471 Garrett Boland					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1.	Radiator Replacement	1	94510	94510		0		0	0
2.				0		0		0	0
3.				0		0		0	0
4.				0		0		0	0
5.				0		0		0	0
6.				0		0		0	0
7.				0		0		0	0
8.				0		0		0	0
9.				0		0		0	0
10.				0		0		0	0
11.				0		0		0	0
12.				0		0		0	0
13.				0		0		0	0
14.				0		0		0	0
SHIPPING CHARGES									
TOTAL		1		94510		0		0	0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

Purchase of rebuilt Generator

REQUESTED BY: Steve Orton

Frank W Byne

APPROVED BY:

Bobby Robinson



also dba Fleet Air Technologies/Jack's Radiator

PO Box 129 Vinemont, AL 35179 (Billing)
 18960 US Hwy 31 Vinemont, AL 35179 (Physical)
 800.398.5471 (Toll-free) 256.736.9983 (Fax)
 www.amrdx.com / sales@amrdx.com

INVOICE

Bill To:

City of Augusta - Utilities Dept
535 Telfair Street Suite 800
Augusta GA 30901

Invoice#

INV-79627

Ship To:

2869 Central Ave
 Augusta, GA. 30909
 706-836-7283

Date	Terms	Ref / PO#	Sales Rep
10/23/24	Net 30	Stephen - Hurricane Helene	Garrett

#	Item & Description	Qty	Rate	Amount
1	CBC-99 XL C/B Radiator Core	4.0 ea	6,995.00	27,980.00
2	RS103 C/B Radiator - Radiator Recore Labor	1.0	8,500.00	8,500.00
3	CBC-99 XL C/B Aftercooler Core	4.0 ea	6,995.00	27,980.00
4	RS103 C/B Radiator - Aftercooler Recore Labor	1.0	8,500.00	8,500.00
5	Gaskets & Fasteners Gaskets & Fasteners	16.0 ea	150.00	2,400.00
6	RSPC-L1 Media Blast & Powder Coat	1.0 ea	4,750.00	4,750.00

#	Item & Description	Qty	Rate	Amount
7	Travel Expenses Transit, fuel, & lodging	1.0	1,150.00	1,150.00
8	MISC-COOLING Acquiring Used Radiator	1.0 ea	12,416.00	12,416.00
9	CLS-90540 Coolant Level Sensor - International, Others	1.0 ea	185.00	185.00
1 0	Sight Glass Steel, 1.5" NPT, Fused Window	2.0	72.50	145.00
1 1	RC10294 Radiator Cap - 16lb Large Truck Style	2.0 ea	17.00	34.00
1 2	Ball Valve 1/2" FNPT, Brass	4.0	25.00	100.00
1 3	RH-350F Radiator Hose - Silicone 4-Ply 3.50" ID ***Sold by the foot	1.0 ft	35.00	35.00
1 4	RH-225F Radiator Hose - Silicone 4-Ply High Temp 2.25" ID ***Sold by the foot	2.0 ft	24.00	48.00
1 5	RH-150F Radiator Hose - 4-Ply High 1.50" ID ***Sold by the foot	2.0 ft	25.00	50.00
1 6	RH-100F Radiator / Heater Hose Silicone 1.00" ID (Sold by foot)	0.5 ft	6.00	3.00
1 7	RH-050F Radiator / Heater Hose Silicone 0.50" ID (Sold by foot)	2.0 ea	5.00	10.00
1 8	CC-150R-CT Clamp - HD Constant Tension Lined for Radiator Hoses w/ 1.25" ID & 1.50" ID ***Effective Size 1.25" - 2.12" Hoses w/ 1.25" ID & 1.50" ID	6.0 ea	10.00	60.00
1 9	CC-225R Clamp - HD T-bolt Stainless Steel for Radiator Hoses w/ 2.25" ID ***Effective Size 2.50" - 2.81"	12.0 ea	10.00	120.00
2 0	CC-400R-CT Clamp - Constant Torque 3-3/4in to 4-5/8in For Radiator Hoses w/ 3.75" ID & 4.00" ID	4.0 ea	11.00	44.00

Item 23.

We appreciate your business!

Sub Total	94,510.00	Item 23.
Total	\$94,510.00	
Balance Due	\$94,510.00	

All balances not paid by due date are subject to a late payment fee of the greater of 1.5% per month or \$5.00. Returned items may be subject to a restocking fee.

Received By: _____



Engineering Services Committee Meeting

Meeting Date: November 26, 2024

Telfair Street & 13th Street Improvements project (Sanitary/Sewer Supplement)

RFP 22-195

File Reference: 24-014 (T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Approve to supplement Construction Contract to E R Snell Contactor, Inc. in the amount of \$447,117.50 for completing needed supplemental Sanitary Sewer Improvements for Transportation Investment Act (TIA) Project, Telfair Street Improvements Project. AE/ Bid 22-195
Background:	The Telfair Street is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. This is a Band 3 project. The improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping and lighting will be provided, where possible, to enhance pedestrian use and improve roadway aesthetics. On December 6, 2022, Augusta Commission awarded the project construction contract to ER Snell Contractor, Inc. The project is under construction and underground utilities assessment revealed existing sanitary sewer line needing replacement/upgrade. This is to supplement construction to primary contracted improvements and its completion with road improvements as necessary for safe management of sanitary sewer conveyance and safety of the newly constructed road.
Analysis:	The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements as intended for enhancing roadway operation and safety. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
Financial Impact:	Funds in amount of \$447,117.50 are available in AUD fund (G/L 507043420-5425210 / J/L 82400060-5425210)
Alternatives:	1) Do not approve and find alternative to complete supplemental critical sanitary sewer line improvements and meet TIA project completion schedule.
Recommendation:	Approve to supplement Construction Contract to E R Snell Contactor, Inc. in the amount of \$447,117.50 for completing needed supplemental Sanitary Sewer

Improvements for Transportation Investment Act (TIA) Project, Telfair Street
Improvements Project. AE/ Bid 22-195.

Funds are available in (\$447,117.50) 507043420-5425210 / 82400060-5425210 - AUD Funds
the following accounts:

REVIEWED AND
APPROVED BY:

HM/sr

ENGINEERING & ENVIRONMENTAL SVCS DEPARTMENT

Hameed Malik, PE, CPESC, Director of Engineering

MEMORANDUM

TO: Nancy Williams, Procurement

FROM: Sherita Roundtree, Engineering

DATE: November 19, 2024

SUBJECT: Telfair & 13th Improvements projects
Project No.: 371041110-54.14110
Purchase Order No: 23ENG046

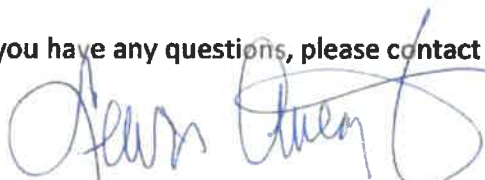
Please approve Change Order 1 for supplemental funding for these projects, PO 23ENG046, for Reeves Construction, in the amount of **\$447,117.50**. This supplemental funding is for improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system.

It is agreed that as a result of the above described modifications the contract amount is increased by **\$447,117.50** from **\$25,132,471.20** to a new total of **\$25,579,588.70**.

Funding will come from account number(s):
(\$447,117.50) – 507043420-54.25210 / 82400060-54.25210

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

HM/sr

 for Hameed Malik

Attachment: CST Change Order 1 – Telfair St & 13th Streets Improvements

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

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
5	SEWER MAIN REPLACEMENT: 18" DIA DIP 8'-10' DEPTH	300.000	LF	760.00	228,000.00
10	PRECAST 60" SS MH W/ RING & COVER	1.000	EA	8,680.00	8,680.00
15	SS SERVICE RECONNECTION	6.000	EA	3,400.00	20,400.00
20	BY-PASS PUMPING	6.000	DAY	2,060.00	12,360.00
	SANITARY SEWER SUBTOTAL				\$269,440.00
25	ASPHALT OVERLAY 1.5" OF 12.5 MM SP INCL STRIPE	1,150.000	SY	32.75	37,662.50
30	MILLING 1.5" 9TH ST	1,150.000	SY	14.00	16,100.00
35	UTILITY ROAD CUT RESTORATION PER INLAY DETAIL	300.000	SY	156.00	46,800.00
	PAVEMENT SUBTOTAL				\$100,562.50
40	SELECT BACKFILL GA DOT TP I, CL I & II SAND/CLAY	700.000	CY	45.75	32,025.00
	MISCELLANEOUS SUBTOTAL				\$32,025.00
45	MOBILIZATION/DEMOBILIZATION	1.000	LS	27,800.00	27,800.00
50	EROSION CONTROL	1.000	LS	6,290.00	6,290.00
55	TRAFFIC CONTROL	1.000	LS	11,000.00	11,000.00
	LUMP SUM SUBTOTAL				\$45,090.00
	Bid Total				\$447,117.50

ENGINEERING & ENVIRONMENTAL SVCS DEPARTMENT**Hameed Malik, PE, CPESC, Director of Engineering****MEMORANDUM**

TO: Darrell White, Interim Director, Procurement

FROM: Dr. Hameed Malik, Director of Engineering

DATE: November 19, 2024

SUBJECT: Telfair & 13th Improvements projects
Project No.: 371041110-54.14110
Purchase Order No: 23ENG046

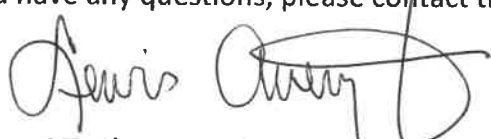
Please approve Change Order 1 for supplemental funding for these projects, PO 23ENG046, for Reeves Construction, in the amount of **\$447,117.50**. This supplemental funding is needed for sanitary sewer improvements. The project is under construction and roadway improvements are in progress.

It is agreed that as a result of the above described modifications the contract amount is increased by **\$447,117.50** from **\$25,132,471.20** to a new total of **\$25,579,588.70**.

Funding will come from account number(s):
(\$447,117.50) – 507043420-54.25210 / 82400060-54.25210

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

HM/sr

 for Hameed Malik

Attachment: CST Change Order 1 – Telfair St & 13th Streets Improvements

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



Commission Meeting

January 7, 2025

Auditing of the Parks and Recreation Department

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve auditing the Parks and Recreation Department. (Requested by Commissioner Catherine McKnight)
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 Catherine Smith-McKnight
Sent: Wednesday, December 11, 2024 1:48 PM
To: Lena Bonner
Subject: Agenda

Ms Bonner,

I would like to put on Tuesday January 7, 2025 agenda to audit the Parks and Recreation Department. This item was on the past agenda a few times.

Respectfully,

Commissioner McKnight

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AED:104.1



Public Safety Committee Meeting

Meeting Date: December 31, 2024

Item Name

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve entering into a Mutual Aid Agreement with Burke County to provide protection of life and property to the citizens of Augusta-Richmond County, Georgia and Burke County and to authorize the mayor to execute all appropriate documentation.
Background:	This agreement is to provide assistance when disasters occur to the magnitude which would necessitate the combined effort of both agencies to mitigate said disaster(s) and is applicable to all areas within the boundary of Burke County as well as all areas within Augusta-Richmond County, Georgia.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	None
Recommendation:	To approve the Motion to approve entering into a Mutual Aid Agreement with Burke County to provide protection of life and property to the citizens of Augusta-Richmond County, Georgia and Burke County and to authorize the mayor to execute all appropriate documentation.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	Antonio Burden, Fire Chief/EMA Director

AUGUSTA, GEORGIA AND BURKE COUNTY, GEORGIA
MUTUAL AID AGREEMENT

This AGREEMENT (the "Agreement"), made as of September 10th, 2024 (the "Effective Date") by and between AUGUSTA GEORGIA, the consolidated government of Richmond County and the City of Augusta and a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "AUGUSTA"), and Burke County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as "Burke County"). Augusta and Burke County are each sometimes referred to herein as a "Party" to this Agreement and may be jointly referred to as the "Parties".

WITNESSETH:

WHEREAS Augusta and Burke County have certain contiguous boundaries; and

WHEREAS Augusta and Burke County each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies; and

WHEREAS Augusta and Burke County have determined that it is to the mutual advantage and benefit of each Party that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance and response to other local emergencies to the other Party in the event of a fire or other local emergency, and that the Parties take part in joint training exercises, and

WHEREAS it is the desire of the Parties to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. MUTUAL AID.

- (a) The generally available level of mutual aid shall be as agreed upon by the Fire Chief of Augusta (the "Augusta Fire Chief") and the Burke County Fire Chief (the "Burke Fire Chief"). The Party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency
- (b) Aid furnished may be recalled at the discretion of the Augusta Fire Chief or the Burke Fire Chief as the case may be or by the designee of the Fire Chief of the Party furnishing the aid.

- (c) The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Augusta Fire Chief and the Burke Fire Chief.

2. SUPERVISION.

- (a) The Parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each Party shall designate and dispatch a Chief Officer. The Chief Officer of the furnishing Party shall coordinate resources of the furnishing Party and shall report to the Chief Officer of the receiving Party.
- (b) When the furnishing Party's Chief Officer arrives before the Chief Officer of the receiving Party, that officer shall coordinate and give general directions as to the work to be done. This Chief Officer of the furnishing Party will be in command until properly relieved by the Chief Officer of the receiving Party.
- (c) Personnel from the furnishing Party will work under their own supervisors and with their own equipment except as provided in Paragraph 1(a) above.
- (d) The appropriate officers of the receiving Party will give directions regarding work to the Chief Officer of the furnishing Party except as provided in Paragraph 2(a) above.
- (e) Each Party agrees that it will be responsible to provide any backup coverage necessary for its own operations.
- (f) The receiving Party will be responsible for providing gasoline, diesel fuel oil and other material as needed for use of equipment at the scene of the incident or in the alternative, may submit payment to the furnishing Party for such materials provided by the furnishing Party.

3. LIABILITY.

- (a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an incident within the jurisdiction of the receiving Party. The Fire Chief of the Party being asked to furnish aid shall have the sole discretion to determine if such aid shall be furnished to the other Party.
- (b) There shall be no liability imposed on any Party or its personnel for failure to respond to any incident pursuant to this Agreement.
- (c) No employee or volunteer of a Party shall be deemed to be an employee, volunteer or agent of the other Party because of any action or incident arising pursuant to this Agreement.
- (d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- (e) Any damage or other compensation which is required to be paid to any employee or volunteer by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the Party for whom such injured person is serving as an employee or volunteer.

4. CONSIDERATION AND COMPENSATION.

- (a) No Party is required to pay any compensation to the other party for services rendered pursuant to this Agreement.
- (b) The mutual advantage and protection afforded by this Agreement is adequate consideration to each Party.
- (c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.
- (d) Each party shall pay its own personnel and other costs without cost to the other Party except as provided in Paragraph 3(e) of this Agreement.

5. RELEASE OF CLAIMS.

Each Party agrees to release the other Party from any and all liability, claims, judgments, costs, or demands for damage to its Property or for personal injury to its personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other Party during the provision of service pursuant to this Agreement.

6. THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third-party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

7. TERM OF AGREEMENT.

- (a) Unless otherwise extended or shortened in writing by all parties, this Agreement shall expire five (5) years from the Effective Date of this Agreement. In no event shall this Agreement extend for more than five (5) years from the Effective Date of this Agreement. This Agreement may be unilaterally terminated by either Party upon sixty (60) days prior written notice to the other Party.

8. STANDBY OF EQUIPMENT- MUTUAL AID.

- (a) Each Party agrees and acknowledges that it will be the responsibility of each Party to provide back-up coverage necessary for its own operation.
- (b) In the event that a receiving Party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving Party may request aid to cover vacant areas by locating personnel or equipment of the furnishing Party in the receiving Party's jurisdiction.

9. ENTIRE AGREEMENT.

- (a) This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by an amendment to this Agreement or a subsequent signed written agreement.
- (b) This Agreement shall be the sole instrument for the provision of emergency fire suppression, protection, prevention and rescue and emergency medical assistance and response to other local emergencies between the Parties.

10. SEVERABILITY OF TERMS.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

11. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12. CONSTRUCTION.

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their duly authorized officers.

Augusta Georgia

By: _____

Garnett Johnson
Mayor, Augusta Georgia

BURKE COUNTY, GEORGIA

By: Terri Lodge Kelly

Terri Lodge Kelly
Chairman, Burke County Board of Commissioners

Attest: _____
Clerk of Board of Commission
Of Augusta Georgia

ATTEST: M. W. Waldrop
Manager, Burke County Board of
Commissioners





PAC

Prosecuting
Attorneys'
Council of Georgia

Item 27.

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

December 2, 2024

TASHA M. MOSLEY
Chair
District Attorney
Clayton Judicial Circuit

Re: Federal Fiscal Year 2025 VOCA Allocation - October 1, 2024 through September 30, 2025

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

Dear Richmond Solicitor-General's Office:

LEIGH PATTERSON
Secretary
District Attorney
Rome Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2025 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

County: **Augusta-Richmond**

Implementing Prosecuting Attorney: **Solicitor-General Omeeka Loggins**

Grant Period: **October 1, 2024 through September 30, 2025**

SHERRY BOSTON
District Attorney
Stone Mountain Judicial Circuit

Allocation 1

VOCA Federal Funds: **\$53,460**

VOCA Waived Match Funds: **\$13,365**

CJCC Sub-Grant Number: **C23-8-249**

Federal Grant Number: **TBD**

CFDA Number: **16.575**

MARIE G. BRODER
District Attorney
Griffin Judicial Circuit

WILLIAM A. FINCH
Solicitor-General
Forsyth County

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 31, 2025**. If you have any questions, please contact Sarai Leonides-Medina at sleonides@pacga.org or (770) 282-6290.

TODD HAYES
Solicitor-General
Cherokee County

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia



Public Safety Committee Meeting

Meeting Date: December 31, 2024

Augusta Judicial Circuit: Solicitor General's Office- Victim Assistance Program

Department:	Augusta Judicial Circuit Solicitor General's Office- Victim Assistance Program
Presenter:	Omeeka P. Loggins or Adrienne Gaines
Caption:	Approve and accept a grant award for the continuation of the Victim of Crime Act (VOCA) Grant with funding of \$53,460 from the Criminal Justice Coordination Council of Georgia (CJCC) for Richmond County's Solicitor General's Office. This will provide services to crime victims from October 1, 2024, through September 30, 2025, and authorize the Mayor to execute the necessary documents.
Background:	The Solicitor General's Office has received funding from the CJCC since 2016, and this is a continuation of last year's VOCA grant. The purpose of the VOCA grant is to provide services to crime victims as outlined in the Crime Victim's Bill of Rights. The funding from the VOCA grant is used to pay the salaries of two victim advocates as a part of the Victim Assistance Program within the Solicitor General's Office.
Analysis:	N/A
Financial Impact:	Funded via CJCC VOCA Grant
Alternatives:	N/A
Recommendation:	Please approve the Victim of Crime Act (VOCA) Grant
Funds are available in the following accounts:	Budgeted in org key 220022515
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000558 SOLICITOR FY 24-25 SG VOCA CONTINUATION GRANT

This grant is a continuation award from the Criminal Justice Coordinating Council of Georgia (CJCC). SG has been receiving this grant since 2016. Our funding is used for the salary of 2 victim advocates. Cash Match is 25% of the awarded grant and is in the budget. EEO Required: Yes, EEO Notified: Yes

Start Date: 10/01/2024	End Date: 09/30/2025		
Submit Date: 12/19/2024	Department: 025	Solicitor	Cash Match? Y
Total Budgeted Amount: 66,825.00	Total Funding Agency:	53,460.00	Total Cash Match: 13,365.00

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: PT Pass thru Federal
Purpose: 3 Victims Rights

Flow Thru ID: GM0017 Prosecuting Attorney's Council

Contacts

<u>Type</u>	<u>ID</u>	<u>Name</u>	<u>Phone</u>
I	GMI051	Adrienne Gaines	(706)821-1222

Approvals

<u>Type</u>	<u>By</u>	<u>Date</u>
FA	O. LOGGINS	12/19/2024

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: _____

Implementing Prosecuting Attorney: _____

Allocation 1: CJCC Grant No: C23-8-249

A. Base Federal Funds: \$ _____

B. Matching Funds (waived for all offices): \$ _____

Initial Grant Period: October 1, 2024 to September 30, 2025

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the _____ County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the _____ (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2024 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.
 - (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

(BJA), U.S. Department of Justice (USDOD) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

4. PACGA, County and Prosecuting Attorney Contact Information:

- (a) Exhibit "A" contains the name of the point of contact, mailing address, e-mail address(es) and telephone number(s) for all correspondence, reports and other matters relative to this Agreement for PACGA, the County and the Prosecuting Attorney.

- (b) Change of contact information:

The parties agree if there is a change in the point of contact, the mailing address(es), telephone number(s), and e-mail address(es), PACGA will be notified in writing. The County and Prosecuting Attorney will notify PACGA by submitting a Subgrant Adjustment Request (SAR).

5. Scope of Project:

- (a) The purpose of this Agreement shall be to facilitate efficient allocation of VOCA funding for victims' services by the Prosecuting Attorney within the County.
- (b) The Prosecuting Attorney will make mandated victims' services available throughout the Prosecuting Attorney's territorial jurisdiction. At a minimum, the Prosecuting Attorney and the County agree that the Prosecuting Attorney will provide those services specified in PACGA Policy 11.2 (see Exhibit "B")
- (c) The Prosecuting Attorney will expand provision of services into areas where victims are un-served and/or underserved by utilizing PACGA resources to:

- (1) Facilitate statewide data collection regarding the type and number of services provided by VOCA advocates;
 - (2) Identify areas where victims are un-served and/or underserved and redirect VOCA funds accordingly.
- (d) PACGA shall, upon the terms and conditions contained herein, allocate to County, and the County hereby accepts, an amount not to exceed the amount designated in the allocation letter to be used solely for the purposes of providing victims services as defined by the approved budget (see 10a).
- 6. Budget Limitation: The approved budget total (see 10a) may not be exceeded without the written approval of PACGA. The County is responsible for any expenditure that exceeds the approved budget. Any such expenditure may be credited toward meeting the matching fund requirements of the Grant (see 7a) provided those expenditures are included in the approved budget.
- 7. Matching Funds Requirement:
 - (a) The VOCA Federal Grant Program that is the source of the funds used to support this Agreement requires grant recipients to provide matching funds as set forth below. The County agrees to provide such matching funds and to account for the expenditure of such matching funds to PACGA.
 - (b) The matching funds requirement for this MOA is 20% of the total approved Base funding budget.
 - (c) Match waivers may be granted by CJCC upon request of the Prosecuting Attorneys' office or based on an administrative decision by CJCC.
 - (d) The Prosecuting Attorney's office may choose to meet a portion or all of the required match in the form of volunteer hours valued at \$15 per hour. There is no minimum volunteer hour requirement.
- 8. Use of Volunteers:
 - (a) The Prosecuting Attorney's office must utilize volunteers unless a written waiver request is approved by both CJCC and the Federal Government. Volunteer hours are not required to be included in the budget.
- 9. Programmatic Reporting Requirements:
During the course of a grant period, the County and the Prosecuting Attorney are required to submit periodic programmatic and financial reports to PACGA. These reports include, but are not limited to:
 - (a) Quarterly and Bi-annual Activity Reports - Victim Services Statistical Reports

(VSSR); and

The Victim Services Statistical Report (VSSR) programmatic reporting deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: January 15, 2025
Quarter 2	January 1 – March 31, 2025	Due: April 15, 2025
Quarter 3	April 1 – June 30, 2025	Due: July 15, 2025
Quarter 4	July 1 – September 30, 2025	Due: October 15, 2025

(b) Outcome Performance Measurement Surveys (Annual).

- (1) The Outcome Performance Measurement Survey (OPM) programmatic reporting deadlines are as follows:

Annually	Oct. 1, 2024 -Sept. 30, 2025	Due: October 30, 2025

- (2) NOTE: OPM Survey data is directly pulled by CJCC via the iMPRoVE Platform.

10. Financial Reporting Requirements:

- (a) The County will submit budget worksheet(s) to PACGA no later than October 18, 2024. A personnel action form and job description for each position funded by the subgrant must be submitted with the budget.
- (b) The County will submit to PACGA a Subgrant Expenditure Report (SER) form within 15 days of the end of each quarter requesting reimbursement for expenses incurred during the grant period. Separate SER forms are required for Base funding and Victims Comp Advocate funding. Deadlines are as follows:

Quarter 1	October 1 – December 31, 2024	Due: January 15, 2025
Quarter 2	January 1 – March 31, 2025	Due: April 15, 2025
Quarter 3	April 1 – June 30, 2025	Due: July 15, 2025
Quarter 4	July 1 – September 30, 2025	Due: October 15, 2025

- (c) Counties and Prosecuting Attorneys must document volunteer in-kind match hours and submit the documentation with their request for reimbursement as well as the time record reporting form. A volunteer contract for each volunteer must be submitted.
- (d) Counties must submit a Subgrant Adjustment Request (SAR) to notify PACGA of the need to change any of the following:

- (1) The point of contact information;
 - (2) Request to modify budget within currently approved categories;
 - (3) Request for a no-cost extension;
 - (4) Personnel changes (changes in salary/benefits, new hires/terminations, changes in percentage of time spent by such personnel on the grant, etc.).
 - (e) All program staff, both paid and volunteers, must keep time sheets documenting total time worked, time worked on grant activities, and the percentage of total time spent on grant activities. Time worked on grant activities must be further broken down into CJCC approved categories.
11. Payment Schedule: PACGA shall pay the County on a reimbursement basis. These funds will be reimbursed by PACGA upon receipt of proper documentation from the County, subject to approval by CJCC. Proper documentation includes copies of all invoices, sales receipts and/or cancelled checks for the items approved. Payment shall be issued to the county in the form of check or Automatic Clearing House (ACH) payment.
 12. Accountability: The County agrees to expend said funds granted herein solely in conformance to this Agreement and the Special Conditions set forth by CJCC and in PACGA Policy 11.2 and to account for said funds in accordance with generally accepted accounting principles. An initialed copy of the Special Conditions must be returned to PACGA.
 13. Audit: County will allow, obtain and cooperate with any audit or investigation of grant administration requested or undertaken by PACGA, CJCC or the State Auditor. Upon request, the County agrees to provide PACGA with any information, documents and/or photographs PACGA deems necessary to monitor performance of this Agreement. The County further agrees these funds shall be included in the audit or financial statement of the County until all expenditures have been accounted for. A copy of the audit or financial statement will be returned with the contract. Federal grant dollars will be reported separate from other funds.
 14. Records Retention: The County agrees to maintain proper and accurate books, records and accounts reflecting its administration of Agreement funds and compliance with all applicable laws and the Retention Schedules adopted by the State of Georgia pursuant to O.C.G.A. § 50-18-90 et seq. Such documentation shall be retained for at least three years from the close of said project at the Federal level and shall be made available to PACGA upon request. Personnel records for grant-funded positions must be retained as provided by the state retention schedule for Personnel records.
 15. Liability to Others: The County shall hold PACGA, their officials and employees harmless from any and all claims including, without limitations, damage claims for injury to persons and/or property arising from the Grant.
 16. Conflicts of Interest: The undersigned certify they will in all respects comply with state laws pertaining to conflicts of interest and to all laws related to PACGA officials and employees conducting business with PACGA.

17. Termination:

- (a) Suspension or termination of this Agreement may occur if the County materially fails to comply with the terms of this Agreement. The Agreement may also be terminated:
- (1) Due to non-availability of funds. Notwithstanding any other provision of this Agreement, in the event that either of the sources of payment for services under this contract (appropriations from the governing authority of contracting County, appropriations from the General Assembly of the State of Georgia, a Federal agency or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of PACGA incurred under this and all other contracts entered into for this VOCA Grant Program exceeds the balance of such contract sources, then this Agreement shall immediately terminate without further obligation of PACGA as of that moment. Certification by the Executive Director of PACGA of the occurrence of either of the events stated above shall be conclusive.
 - (2) Due to default or for cause. This agreement may be terminated for cause, in whole or in part, at any time by PACGA for failure of the County to perform any of the provisions hereof. Should PACGA exercise its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The County will be required to submit the final agreement not later than 45 days after the effective date of written notice of termination. Upon termination of this agreement, the County shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
 - (3) For Convenience. This Agreement may be canceled or terminated by either of the parties without cause. This Agreement may be terminated by the County for any reason upon 60 days prior written notice to PACGA. This Agreement may be terminated by PACGA for any reason upon 30 days prior written notice to the County and the Prosecuting Attorney.
- (b) Notwithstanding any other provision of this section, this Agreement may be immediately terminated without any opportunity to cure if any of the following events occurs:
- (1) County violates or fails to comply with any applicable provision of federal or state law or regulation.
 - (2) County knowingly provides fraudulent, misleading or misrepresentative information to PACGA.
 - (3) County has exhibited an inability to meet its financial or services obligations under this agreement.

- (4) An assignment is made by the County for the benefit of creditors.
- (5) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the County.
- (c) Any funds allocated to the County under this Agreement, which remain unobligated or unspent upon such termination, shall automatically revert to PACGA.

18. Victims of Crime Act - Funding Conditions:

- (a) County and the Prosecuting Attorney agree to comply with PACGA Policy 11.2 - Victims of Crimes Act - Funding Conditions.
- (b) County and the Prosecuting Attorney shall be subject to all applicable rules, regulations and conditions of the Victims of Crime Act.
- (c) The County and Prosecuting Attorney agree to comply with the most recent copy of CJCC's subgrantee manual available at:
<https://cjcc.georgia.gov/grant-forms-publications/educational-tools-resources>
- (d) The County and Prosecuting Attorney agree to comply with all Special Conditions set forth by CJCC and PACGA.
- (e) The County and Prosecuting Attorney agree to comply with the most recent edition of the OJP Financial Guide available at: <https://ojp.gov/financialguide/index.htm>
- (f) The County and Prosecuting Attorney hereby assure and certify that it:
 - (1) Complies with and will continue to comply with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R., Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 C.F.R. Part 180 – Government-wide Debarment and Suspension (Non-procurement); 28 C.F.R. Part 83 – Government-wide Requirements for a Drug-Free Workplace (Grants); 28 C.F.R. Part 69 – Restrictions on lobbying that govern the application, acceptance and use of Federal funds for this federally assisted project;
 - (2) Will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable;
 - (3) Will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title

IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

19. Entire Agreement: This Agreement constitutes the entire agreement among and between parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No amendment or modification of this Agreement shall be binding unless all parties have agreed to said modification in writing.
20. Penalties for Violations: Violation of any of the terms and conditions of this grant can result in penalties including but not limited to: withholding of disbursements or future awards, suspension/termination of awards, suspension/debarment, repayment of reimbursed federal funds, civil lawsuit, or criminal prosecution.
21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above,

PROSECUTING ATTORNEY EXECUTION:

Signature_____
Date signed by Prosecuting Attorney_____
Printed Name

The Honorable
 District Attorney, _____ Judicial Circuit
 Solicitor-General, _____ County

COUNTY EXECUTION:

Signature_____
Date signed by County_____
Printed Name

 Title
 Official for _____ County

PACGA EXECUTION:

Signature_____
Date signed by Council

Peter J. Skandalakis
 Executive Director
 Prosecuting Attorneys' Council of Georgia
 1590 Adamson Parkway, Fourth Floor
 Morrow, Georgia 30260-1755

EXHIBIT A

PACGA, County and Prosecuting Attorney Contact Information

1. The PACGA mailing address, e-mail address and telephone number for correspondence, reports and other matters relative to this contract, except as otherwise indicated, are:

Prosecuting Attorneys' Council of Georgia
 Attn: Sarai Leonides
 1590 Adamson Parkway, Fourth Floor
 Morrow, Georgia 30260-1755
 (770) 282-6300
 Email: sleonides@pacga.org

2. The County's mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

 Attention: _____

 Telephone No.: _____

Email: _____


3. The PROSECUTING ATTORNEY'S mailing address, email address and telephone number for correspondence, reports, and other matters relative to this contract are:

 Attention: _____

 Telephone No.: _____

Email: _____

EXHIBIT B
PACGA Policy 11.2

 Prosecuting Attorneys' Council of Georgia		
Policies & Procedures		Approved October 2, 2013, amended April 15, 2015, amended August 24, 2016, amended July 21, 2018, amended October 9, 2019.
11.2	Victim Services	Victims of Crimes Act - Funding Conditions

1. Purpose.

This Policy establishes policies, procedures and conditions that apply to all prosecution-based victim services programs that receive funding through the Prosecuting Attorneys' Council (PACGA or "the Council") as specified in Section 3.

2. Authority.


- (a) Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112. (b) O.C.G.A. §§ 15-18-14.2; 15-18-40(c); 15-18-73(b).

3. Scope.

- (a) This policy applies to all district attorneys and solicitors-general offices that receive federal funding under the Victim of Crimes Act (VOCA), 42 U.S.C. Chapter 112, as amended, (hereinafter referred to as "funded offices") that are administered by PACGA pursuant to one or more grants from the Criminal Justice Coordinating Council.
- (b) The provisions of this policy constitute binding special conditions that must be adhered to as a condition of the receipt of grant funds and are in addition to any other special conditions that may apply to the federal grant program.

4. Definitions.

- (a) "CJCC" means the Criminal Justice Coordinating Council.
- (b) "Funded office" means a district attorney's office or a solicitor-general's office that is receiving VOCA funds through the Council.
- (c) "OJP" means the Office of Justice Programs of the United States Department of Justice.
- (d) "VOCA" means the Victims of Crime Act, 42 U.S.C. Chapter 112.
- (e) "VWAP" means a prosecution-based victim-witness assistance program operated by a funded office.


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5. Role of the Council.

- (a) The Council is the fiscal officer for the prosecuting attorneys and the recipient of federal funds under VOCA. The Council is responsible to the CJCC, and through them to the federal grantor agency, for providing administrative oversight and insuring that all prosecuting attorneys' offices receiving VOCA funds comply with all state and federal statutes, rules, regulations applicable to such grant as well as any special conditions that apply to the grant.
- (b) The Executive Director is responsible to the Council for the proper administration of the grant and timely making any reports required by the grant. The Executive Director may designate one or more employees to perform any function necessary to administer the grant or which necessarily appertain thereto.

6. Responsibilities of District Attorney's Offices or Solicitor-General's Offices.

- (a) The district attorney or solicitor-general of a funded office is responsible for the proper administration of the funds received by their office and compliance with this Policy.
- (b) The district attorney or solicitor-general of a funded office may designate, in writing, an employee to be responsible for the administration of the grant fund and making any reports required by this policy or the grant. A copy of such designation shall be submitted to the Executive Director or his or her designee.
- (c) Each funded office agrees to adhere to the Program Guidelines for the Victims of Crime Act Victim Assistance Grant Program set forth in 28 CFR 94 Subpart B and available at: <http://www.ojp.usdoj.gov/ovc/voca/vaguide.htm>
- (d) Each funded office agrees to fully cooperate with any monitoring or evaluation activities, and any related training activities initiated and/or conducted by the Council or CJCC during and subsequent to the grant award period.
- (e) Each funded office agrees to obtain and maintain a Data Universal Numbering System


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(DUNS) number and to provide that number to the Council.

- (f) Each funded office agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM).
- (g) Each funded office agrees to adhere to the provisions set forth in all executed Memoranda of Agreement and in the Special Conditions issued by CJCC or PAC.

7. Delivery of Services to Victims.

- (a) No cost for Services. Funded offices must provide services to crime victims at no charge.
- (b) Core Services. Funded offices must, at a minimum, abide by the provisions of the "Crime Victims' Bill of Rights," O.C.G.A. § 17-17-1, et seq., including, but not limited to, providing the following core services:
 - (1) Educating victims about their role in the criminal justice process.
 - (2) Stabilizing Lives:
 - (A) Funded offices shall:
 - (i) Coordinate crime scene clean-up services;
 - (ii) Provide information and assistance with the return of stolen/damaged property;
 - (iii) Provide referrals to and coordinate services with agencies that provide food, shelter, support groups, medical care, and crisis/emergency intervention and long-term therapy/counseling;
 - (iv) Provide assistance with information, application, and document

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collection for Crime Victim Compensation, ensuring that all victims understand their rights to receive compensation, all applicable eligibility requirements, and all application procedures;


- (v) Provide assistance with information, application, and document collection for restitution in order to ensure that restitution is made a part of every applicable criminal sentence; and
- (vi) Provide assistance with other applications (TANF, Immigration, leases, etc.) and/or other paperwork relating to acquiring services as a direct result of the crime.

(B) Funded offices may:

- (i) Assist victims requesting assistance in working with bill collectors/creditors, where expenses directly resulted from the crime or loss of wages due to the crime; and
- (ii) Assist victims with employers and/or school administrators when victims lose wages, employment, or time as a direct result of the crime or cooperation with the prosecution.

(3) Meeting Emotional/Physical Needs. Funded offices shall:


- (i) Ensure advocates' availability to victims and law enforcement around the clock, ensuring provision of both information about victim options immediately following the crime and first-response emotional support & crisis intervention (homicide, aggravated assault and domestic/family violence cases, and crisis response);
- (ii) Assist with death and serious injury notifications for families of victims;
- (iii) Provide assistance with preparation of Victim Impact Statements and presentation of the Statements in court;

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- (iv) Provide assistance with letters, victim impact statements, registration for Georgia Victim Impact Panel, facilitation of/accompaniment to Visitor's Day, clemency hearings and executions, etc.;
- (v) Provide follow-up services to victims at hospital facilities, coroner's offices, and/or funeral homes;
- (vi) Provide personnel availability during interviews to help victims feel more comfortable;
- (vii) Provide emotional support to victims and their families throughout the judicial process;
- (viii) Provide practical assistance to ensure necessary court appearances of victims (e.g., services for disabled victims and translators); and
- (ix) Provide appropriate post-sentence referrals and intervention if needed.

(4) Meeting Safety & Security Needs. Funded offices shall:

- (i) Assist victims with safety planning;
- (ii) Coordinate communication with necessary professionals with on-going activities of the defendant that is putting the victim in fear and/or physical jeopardy;
- (iii) Prompt necessary actions to expedite a stage of the case for victim protection (i.e., alert prosecutors if a case is dismissed in Magistrate Court to initiate the indictment/bond process for victim protection;
- (iv) Prompt necessary actions to initiate the process for probation revocation if defendant violates the sentence terms and jeopardizes victim safety,


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etc.);

- (v) Provide information and advocacy regarding Temporary Protective Orders;
- (vi) Assist victims with notification requests to the county jail/Department of Corrections and Parole regarding the defendant's release from incarceration; and
- (vii) Provide a comfortable waiting area apart from defendant's family and acquaintances;

(5) Assisting with the Criminal Justice System. Funded offices shall:

- (i) Assist the victim and family members with understanding the criminal justice system and what to expect at each stage of the process;
- (ii) Assist the victim and family members with understanding all legal terminology and strategy during processing of the case;
- (iii) Advocate for restitution at time of sentencing (this can become part of the sentence and if payment is not rendered, it may be a probation violation);
- (iv) Coordinate victim needs for transportation and travel that may include; air, train, bus, auto, accommodations, and meals;
- (v) Assist victims with warrant application processes and attend pre-warrant court hearings;
- (vi) Serve as liaison between victims, investigators, prosecutors and court personnel;
- (vii) Provide assistance to investigators and prosecutors for initial and ongoing

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contact with victims (e.g., interviews and scheduling of interviews);

- (viii) Ensuring that contact information and the physical location of the victim is maintained and accurate for continuation of services;
- (ix) Provide courtroom orientation and pre-trial preparation to testifying victims;
- (x) Escort victims to court and related hearings;
- (xi) Provide ongoing communication and information regarding status of the case, bond hearings, grand jury decisions, disposition options, appellate decisions, etc.;
- (xii) Attend hearings with victims or on behalf of victims when their presence is not required;
- (xiii) Assist victims with making contact with the Board of Pardons and Paroles and the Department of Corrections to request notification regarding a defendant's entry into the prison system and offering avenues for opinions on early parole release;

(6) Education/Collaboration:

(A) Funded offices shall have personnel:

- (i) Serve on community victim advocacy committees, boards of directors, and task forces, acting as liaison for prosecutor's offices and judicial system (i.e., shelters, rape-crisis centers, etc.);
- (ii) Represent the office on various victims' service bodies including; child fatality review, domestic violence fatality review, elder abuse task force,

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domestic violence task force, various multi-disciplinary teams, etc.;

- (iii) Provide training to community, law enforcement, educational facilities and other professionals on victim assistance and victim related issues including, but not limited to, family violence, identity theft, sexual assault, child abuse, teen dating violence, elder abuse, the criminal and civil justice process, stalking, and crime prevention; and
- (iv) Provide ongoing information and literature to educate victims about the Victim Assistance Program, crime, and other relevant issues through pamphlets, handouts, presentations, referrals, internet, etc.


(B) Funded offices may have personnel serve on a Victim Impact Panel as member or coordinator, and hold monthly meetings, and assist in recruiting, training and maintaining victim panel members and speakers.

(7) Prosecutorial Assistance: Funded offices shall:

- (i) As needed, assist investigators and prosecutors with obtaining reports from DFACS, child advocacy and assessment centers, and other agencies;
- (ii) As needed, assist investigators and prosecutors with completing referral forms and setting up forensic interview at child advocacy and assessment centers;
- (iii) Upon request from investigators, prosecutors, or child advocacy and assessment center personnel, will attend forensic interviews and multidisciplinary team meetings (MDT);
- (iv) As needed, assist investigators and prosecutors with documentation in domestic and family violence cases (pictures of victim's injuries, statements, etc.).

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- (8) Post conviction. If the accused is found guilty and sentenced to incarceration in the custody of the Georgia Dept. of Corrections (GDOC), funded offices will connect the victim with the GDOC victim services division and assist the victim with registering for offender status notifications.

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(c) Limited English Proficient Victims.


- (1) Funded offices will provide services and literature in Spanish and other languages.
- (2) Each funded office must have a written plan that insures that victims who are not proficient in the English language are afforded access to services as required by Executive Order 13166. At a minimum, the plan must meet the requirements set forth in U.S. Dept. Of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41455-41472 (June 18, 2002).
- (3) In addition, funded offices that provide hotline services will provide PACGA documentation of a contract for 24-hour language interpretation services for callers who do not speak English. Subgrantees that provide hotline services will ensure that its

TTY machine is operable at all times and that all staff, volunteers and interns who answer the hotline receive training and ongoing review of TTY answering procedures.

- (4) For information and resources for providing services to LEP or disabled individuals, visit LEP.gov or Georgia's Americans with Disabilities Act Coordinator's Office, <http://ada.georgia.gov>. You may also contact CJCC for technical assistance with questions or concerns.

(d) Equal Opportunity.

- (1) Funded offices shall provide services to all victims without regard to the victim's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. Any person who believes that they have been discriminated against based on his or race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information has the right to file a civil rights complaint with the Office of Justice Programs.

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- (2) Each funded office shall display the following statement in a prominent location where it will be visible to staff and visitors to the office and include it in any publications provided to members of the public:


The Victim Witness Assistance Program does not discriminate against individuals or groups on the basis of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. If you believe you have been the target of discrimination, you have the right to file a civil rights complaint. Information on how to file a civil rights complaint can be found on the Office of Justice Programs website. <http://www.ojp.gov/about/ocr/complaint.htm>

- (e) Immigration status.

Funded offices that rely on in-kind (non-cash) services necessary to protect life or safety without charge based on the recipients' income shall not deny these services to any crime victim who seeks their protection based on the victim's immigration or legal status, nor shall the agency require any victim who contacts them in good faith to verify their immigration status prior to delivering services. See Department of Justice (2001), Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation, (A.G. Order No. 2353-2001) 66 FR 3613.

- (f) Victims of Federal Crimes.

Funded offices must provide services to victims of federal crimes on the same basis as victims of state and/or local crimes. A victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation. Federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.


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(g) Victims of Crimes Committed by Juveniles.

Beginning January 1, 2014, funded offices must provide services to a victim of a delinquent act committed by a child which would constitute a crime if committed by an adult as required by O.C.G.A. § 15-11-481. If the funded office opts out of prosecuting delinquency cases in one or more counties in accordance with O.C.G.A. § 15-18-6.1, the funded office must provide the Council with documentation showing how victims of delinquent acts in those counties will receive services required by O.C.G.A. § 15-11-481 and this Policy.

8. Use of Volunteers.


- (a) Funded offices must use volunteers unless CJCC determines there is a compelling reason to waive this requirement. A “compelling reason” may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.
- (b) 25% of the 20% VOCA-required matching funds must be in the form of volunteer in-kind match for each funded office unless the requirement is waived, in writing by CJCC.
- (c) Funded offices seeking a waiver from this requirement because they are unable to recruit or maintain volunteers will have to document and demonstrate the efforts they undertook to find volunteers.
- (d) Funded offices shall furnish a listing of all project volunteers that provide direct services, a copy of the contract or agreement between each volunteer and the funded office identifying responsibilities for both parties, and a written job description indicating what types of direct services the volunteer will provide.

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- (e) Funded offices will satisfy 25% of the required match (20%) through the in-kind donation of volunteer hours. The standard rate for the provision of direct services by a volunteer is \$12.00 per hour. Higher rates must be pre-approved by CJCC. Any request for deviation from this requirement must be submitted in writing to CJCC utilizing the volunteer requirement waiver request form. A copy of the request must be provided to PACGA.

9. Non-Discrimination in Service Provision.

- (a) As recipients of federal funds from the Department of Justice, all funded offices are subject to the following federal non-discrimination laws:
- (1) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d;
 - (2) Section 504 of the Rehabilitation Act of 1973 - 29 U.S.C. § 794;
 - (3) The Omnibus Crime Control and Safe Streets Act of 1968 - 42 U.S.C. § 3789d(c)(1);
 - (4) Title II of the Americans with Disabilities Act - 42 U.S.C. § 12132;
 - (5) Title IX of the Education Amendments of 1972 - 20 U.S.C. § 1681 (applicable to all funded offices that conduct training);
 - (6) The Age Discrimination Act of 1975 - 42 U.S.C. § 6101; and,
 - (7) Equal Treatment for Faith-Based Organizations - 28 C.F.R. Part 38 (prohibits discrimination based on religious affiliation during service delivery).
- (b) In the event that a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against a funded office, after a due process hearing, on the ground of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information, the funded office must submit a copy of the finding to the Council, the CJCC and the OJP Office of Civil Rights.


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10. Local Victim Assistance Program Funding, a/k/a Five Percent (5%) Funding, Certification & Reporting.

- (a) Funded offices must be certified and eligible to receive 5% funds by CJCC. Funded offices that are not certified as of the date that the funded office enters into the memorandum of agreement with Council, the county and the prosecuting attorney, must complete certification requirements prior to drawing down funds.
- (b) Funded offices are required by O.C.G.A. § 15-21-132 to submit an annual report to CJCC detailing the receipt and expenditure of 5% funds by January 15 or other deadline established by CJCC of each year. This report must include the total amount of funds received pursuant to this Code section, the purposes for which the funds were expended, and the total number of victims served in each county for which the funds were received. A copy of the annual report shall also be submitted to each county governing authority from which funds were received pursuant to this Code section.

11. Other Required Certifications.

- (a) As recipients of federal funds, funded offices are required to verify certain conditions and behaviors by completing certification requirements provided in the common rules for lobbying, drug-free workplaces, and suspension and debarment of the Office of Justice Programs (OJP).
- (b) Funded offices must complete and submit OJP Form 4061/6 entitled "Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements" to the Council with the memorandum of agreement.

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12. Political Activity.


- (a) The restrictions of the Hatch Act, Pub. L. 93-433, 5 U.S.C. Chapter III, (as amended), concerning the political activity of government employees are applicable to funded office staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by federal grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
- (b) If any changes occur in the funded office's lobbying status or activities, a revised Disclosure of Lobbying Activities Form must be submitted. Federal funds cannot be used, directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OJP.

13. Equal Employment Opportunity Plan.

Funded offices must meet the requirements of 28 C.F.R. § 42.301 et seq., Equal Employment Opportunity Plans (EEOP). The plan must cover the grant period specified in the grant application submitted by PACGA, and an EEOP certification form be submitted directly to the Federal Government. If your office needs technical assistance in preparing an Equal Employment Opportunity Plan, please contact the Office of Civil Rights Compliance Specialist, Office of Justice Programs, Washington, D.C., (202) 307-0690.

14. Training of Personnel.

- (a) All victim advocate staff must have completed 40 hours of training specific to providing direct victim services either through the Office for Victims of Crime, Victim's Assistance Training Online, the National Organization for Victim's Assistance (NOVA), CJCC, PACGA or any other organization approved by CJCC that provides training specific to serving crime victims. New staff must complete this training within 12 months of the start of employment as a victim advocate.

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(b) Each employee providing victim services in a funded office must attend and successfully complete at least eight (8) hours of training in victim assistance annually. As part of this requirement, victim services supervisors and all fully or partially grant-funded staff in a funded office must attend a victims' compensation training approved by CJCC during the grant year. New staff (whether funded by this grant program or not) must complete this training within six (6) months of the start of employment as a victim advocate.


(c) Funded offices understand and agree that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>


(d) The Executive Director may for good cause waive or defer the training requirements provided for in this section unless otherwise prohibited by CJCC or OJP.

15. Allowable Costs and Services.


The following costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:

- (a) Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as:
 - (1) Crisis intervention;
 - (2) Accompaniment to hospitals for medical examinations;
 - (3) Hotline counseling;
 - (4) Emergency food, clothing, transportation, and shelter (including emergency, short term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and

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- (5) Other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows, and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.
- (b) Mental Health Assistance - Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. "Therapy" refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.
- (c) Assistance with Participation in Criminal Justice and Juvenile Proceedings.
- (1) In addition to the cost of emergency legal services noted above, other costs associated with helping victims participate in the criminal justice system also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. Projects devoted to restitution advocacy on behalf of specific crime victims must be specifically approved by CJCC.
- (2) VOCA funds cannot be used to pay for non-emergency legal representation such as divorces or civil restitution recovery efforts.
- (d) Costs Necessary and Essential to Providing Direct Services - This includes prorated costs of rent, utilities (in certain situations, i.e. a shelter), transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate


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in the criminal justice system and local travel expenses for service providers.

- (e) Special Services - Services to assist crime victims with managing practical problems created by the victimization, such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and, helping to apply for public assistance.
- (f) Personnel Costs - Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

16. Other Allowable Costs and Services.

- (a) The following other allowable costs and services may be supported by VOCA funds provided that they are included in the approved budget for the funded office:
- (b) The services, activities, and costs listed below are not generally considered direct crime victim services but often are necessary and essential activities to ensure that quality direct services are provided.
- (c) Before these costs can be supported with VOCA funds, the funded office must certify to PACGA that they have no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes.
- (d) Items not used exclusively for direct victim services should be pro-rated to include only the portion of the item used for direct service to victims.

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(e) The following list provides examples of such items:

(1) Skills training for staff -

(A) VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis, and the travel expenses associated with this training,

(B) Reimbursement of expenses for training must meet the Statewide Travel Policy promulgated by the State Accounting Office (SAO) and the Office of Planning and Budget (OPB) pursuant to O.C.G.A. § 50-5B-5 and Chapter 6 of the PAC Rules. Reimbursement rates must follow local or State rates, whichever is lowest.


(C) Reimbursement of expenses for training will only be provided for staff approved in the budget and for volunteers.

(f) Training Materials - VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers within the VOCA-funded organization and can support the costs of a trainer for in-service staff development when the amounts do not exceed federal standards. Staff from other organizations can attend in service training activities that are held for the funded office.

(g) Supplies and Furniture.

(1) VOCA funds may be used to purchase furniture and supplies that provide or enhance direct services to crime victims, as demonstrated by the funded office. VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a pro-rated share of such an item.

(2) Funded offices cannot use VOCA funds to purchase supplies for another organization or individual to perform a victim-related service.

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(3) Examples of allowable costs may include computers, video-tape cameras and players for interviewing children, two-way mirrors, supplies and furniture for shelters, work spaces, victim waiting rooms, and children's play areas. The cost of furniture, supplies such as Braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victim services more accessible to persons with disabilities are allowable.


(4) Title to all equipment and/or supplies purchased with federal funds shall vest in the Council and will be assigned for use by the funded office. An inventory of such property must be maintained in accordance with Council Policy 4.8. Such equipment and supplies will be maintained in accordance with Council Policy 4.8 long as the equipment and/or supplies are used for program related purposes. If the funded office ceases to provide victim services, the Council has the right to determine the future use of such property and to reallocate it to another funded office.

(h) Advanced Technologies.

(1) At times, computers may increase an applicant's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

(2) In making such expenditures, the funded office must describe in the project budget how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the funded office's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements and supplies; and how these additional costs will be supported, as maintenance costs cannot be supported with VOCA funds.

(3) Funding will not be approved for any computer system or software that is not capable of interfacing with the TRACKER case management system operated by PACGA.

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(i) Contracts for Professional Services.

(1) VOCA funds will not be used to support contract services except when it is necessary to contract for specialized services. Examples of these services include:

(A) Assistance in filing restraining orders or establishing emergency custody/visitation rights if the funded office can document to PACGA that the office has a demonstrated history of advocacy on behalf of domestic violence victims;


(B) Emergency psychological or psychiatric services; or

(C) Sign and/or interpretation for the hearing impaired or for crime victims whose primary language is not English.

(2) Applicants are prohibited from using VOCA funds for contracted services which contain administrative, overhead, or other indirect costs included in the hourly or daily rate.

(j) Operating Costs - Examples of allowable operating costs include: supplies; equipment use fees, when supported by usage logs; printing; photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the pro-rated share of audit costs.


(k) Supervision of Direct Service Providers - CJCC may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, CJCC may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.

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- (l) Repair and/or Replacement of Essential Items - VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. Funded offices wishing to use VOCA funds for these purposes must demonstrate the following:
- (1) That the building is owned by a state or local government and not rented or leased;
 - (2) All other sources of funding have been exhausted;
 - (3) There is no available option for providing the service in another location;
 - (4) That the cost of the repair or replacement is reasonable considering the value of the building; and
 - (5) The cost of the repair or replacement is pro-rated among all sources of income.
- (m) Public Presentations - VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums and designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

17. Motor Vehicle Operations.

- (a) **Seat Belt Use.** Pursuant to 23 U.S.C. 402 and 403, and 29 U.S.C. 668, funded offices, as a recipient of Federal contracts, subcontracts, and grants, shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and sub-recipients when operating government-owned, rented, or personally owned vehicles.
- (b) **Text Messaging While Driving.** Text messaging while driving is prohibited for all personnel funded by grants administered by the Council pursuant to grants from CJCC. See Council Policy 12.2(6)(f). All funded offices must have a written text messaging while driving policy.

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18. Reporting Fraud or Criminal Activity Involving Grant Funds.

- (a) Funded offices agree to promptly refer to the U.S. Department of Justice (DOJ) Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.
- (b) Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:


Office of the Inspector General U.S. Department of Justice Investigations Division 950
 Pennsylvania Avenue, N.W.
 Room 4706
 Washington, DC 20530
 e-mail: oig.hotline@usdoj.gov
 hotline: (contact information in English and Spanish) (800) 869-4499 hotline fax:
 (202) 616-9881

- (c) Additional information is available from the DOJ OIG website at:

<http://www.justice.gov/oig/hotline/>

19. Use of psychologists, professional counselors, social workers, and marriage and family therapists.

- (a) Funded offices agree to abide by Georgia law regarding the utilization of professional counselors, social workers, and marriage and family therapists. (O.C.G.A. § 43-10A-1, et. seq).
- (b) Funded offices agree to abide by Georgia law regarding the utilization of psychologists. (O.C.G.A. § 43-39-1, et. seq).

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20. Compliance with Federal Uniform Guidance and Audit Requirements.


- (a) Funded offices must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800. Funded offices further understand and agree that funds may be withheld, or other requirements may be imposed, if outstanding audit issues (if any) from C.F.R. Part 200 (and any other audits of OJP grant funds) are not satisfactory and promptly addressed, as further described in the current edition of the OJP Financial Guide.
- (b) The Catalog of Federal Domestic Assistance (CFDA) number for this grant program is 16.575

21. Access to Records.

Funded offices will provide the Council, the Office for Victims of Crime, the Office of the Chief Financial Officer (OCFO), CJCC and their representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

22. Records & Reports; Use of TRACKER.

- (a) As used in this section:
 - (1) "TRACKER" means the Tracker Prosecutor Case Management System, a secure, on- line computer case management system operated by the Council;
 - (2) "VSSR Data" means data that documents the number of new and existing victims served, the demographics of victims, the type of crimes involved and the number and types of services provided to victims by funded offices.
- (b) Funded offices shall utilize TRACKER to document the number of new and existing


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victims served, the demographics of new victims, and the number and types of services provided victims of crime. Data shall be entered into TRACKER at or near the time services are provided.


- (1) Any funded office not on TRACKER on October 1, 2013 shall, as a condition of receiving funds, take all necessary steps to begin using TRACKER by the end of the first quarter.
 - (2) Funded offices not on TRACKER as of October 1, 2013, must maintain and submit VSSR data to the Council in such form as the Director of the Information Technology Division shall prescribe until such time as TRACKER becomes available for use by that office.
 - (3) When the Executive Director determines that TRACKER is available for use within a circuit or county, failure to utilize TRACKER may result in withholding of reimbursement of expenditures or void the memorandum of agreement.
- (c) Each funded office is responsible for the accuracy of data entered into TRACKER and reported to CJCC.
- (1) The victim assistance coordinator in each funded office shall review VSSR data for completeness and accuracy at least monthly.
 - (2) For offices utilizing TRACKER to manage the preparation and disposition of criminal and civil cases, the victim assistance coordinator is only responsible for the completeness and accuracy of VSSR data related to those cases.
- (d) Any unauthorized use of TRACKER may result in the loss of access to the system, termination of employment, or criminal or civil prosecution.

23. Prior Approval Required for Certain Contracts or Subcontracts.

Funded offices cannot use any federal funds, either directly or indirectly, in support of any

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contract or subcontract to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries without the express prior written approval of CJCC and OJP.

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24. National Environmental Policy Act.

Funded offices must comply with the National Environmental Policy Act, 83 Stat. 852, 42 U.S.C. § 4321, et seq., and other related federal environmental impact analysis requirements of the funded office engages in one or more of the following activities and the activity needs to be undertaken in order to use grant funds:

- (a) New construction
- (b) Minor renovation or remodeling of a property that is either:
 - (1) Listed on or eligible for listing on the National Register of Historic Places; or
 - (2) Located within a 100-year flood plain.
- (c) A renovation, lease, or other proposed use of a building or facility that will either:
 - (1) Result in a change in its basic prior use; or
 - (2) Significantly change its size.
- (d) Implementation of a new program involving the use of chemicals other than those:
 - (1) Purchased as an incidental component of a funded office; or
 - (2) Traditionally used, for example, in office, household, recreational or educational environments.



Commission Meeting

January 7, 2025

Affidavit

Department: N/A

Presenter: N/A

Caption: Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

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

REVIEWED AND APPROVED BY: N/A