



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, October 14, 2025

1:00 PM

PUBLIC SERVICES

1. A motion to approve the purchase of five (5) fareboxes for Augusta Transit (AT).
2. Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2027
3. Request approval for procurement of new playground equipment, including installation and shipping, for Riverwalk from Gametime through the Omnia Cooperative Purchasing Contract.
4. Augusta Regional Airport (AGS) – Motion to approve contract for Emerging Compounds Treatment Technologies (ECT2) for transition of ARFF Trucks in the amount of \$220,600. Approved by the Augusta Aviation Commission September 25, 2025.
5. Augusta Regional Airport (AGS) – Motion to approve the Airport Operations Department to purchase a 2025 Ford F150 in the amount of \$58,729.00 from Akins Ford, who holds the state contract for Ford F150s. Approved by the Augusta Aviation Commission September 25, 2025.
6. Augusta Regional Airport (AGS) – Motion to **approve** five-year agreement for X-1FBO Aviation Management Software with GMSTEK, LLC. and purchase of proprietary integrated hardware. Approved by the Augusta Aviation Commission September 25, 2025.
7. Augusta Regional Airport (AGS) – Motion to approve Staff's Administrative (Payment) Process for the StandardAero Pavement Reconstruction Project. Approved by the Augusta Aviation Commission September 25, 2025.
8. Augusta Regional Airport (AGS) – Motion to approve Acceptance of Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) Grant No. 3-13-0011-061-2025 (#61) in the amount of \$1,284,475.00. This grant is for the FY2025 Design of New Taxiway Connectors & Taxiway E Hot Spot Mitigation project. Approved by the Augusta Aviation Commission September 25, 2025.
9. **A.N. 25-41 – Existing Location,** New Ownership: Consumption on Premises Liquor, Beer, Wine & Sunday Sales. Stephen P. Willy applicant for Affiniti Golf Partners LLC, located at 1500 Comfort Road, Augusta GA 30909. District 3, Super District 10
10. Motion to **approve** the minutes of the September 30, 2025 Public Services Committee Meeting.



Meeting Name: Public Services Committee

Meeting Date: September 30, 2025

Item Name: Purchase Genfare Fareboxes

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve the purchase of five (5) fareboxes for Augusta Transit (AT).

Background: The fareboxes will be purchased from Genfare LLC. Augusta Transit currently has Genfare Farebox system in its fixed route fleet. This purchase is for the (5) electric buses. This will also be an upgrade from the current Odessey Farebox System that is being discontinued by Genfare to the Fast Fare Farebox system. The Fast Fare® farebox is Genfare's all-in-one, customizable farebox that quickly accepts, validates, and processes whatever form of payment is in the rider's pocket while collecting valuable data in real time.

Analysis: The approval of this purchase will ensure AT has the necessary equipment to carry on its day-to-day operations and interface. The new boxes will provide AT with better passenger counts and tracking as well as handle fares and provide transfers in a more efficient manner. This is a sole source purchase which will allow AT to maintain continuity of its fare collections system with the Genfare Vault System.

Financial Impact: The project will be funded, and Local at 80/20 Federal and local respectively. The total cost of the project is \$134,438.05.

The allocated funding breakdown is:

	Split	Federal	Local
FTA Grant GA-2025-013	80/20	\$107,550.44	\$26,887.61
Total	\$134,438.05	\$107,550.44	\$26,887.61

Alternatives: Deny request.

Recommendation: Approve the purchase of the fareboxes.

Funds are available in the following accounts: 54709-1232-53-19130

REVIEWED AND APPROVED BY: N/A

Sold-To-Party

Augusta Transit
Accounting Department, Suite 800
535 Telfair St, Municipal Bldg 1000
Augusta GA 30901

Ship-To-Party

Augusta Transit
2844 Regency Blvd.
AUGUSTA GA 30904

Information

Sales Quote No. 5053470
Document Date 08/19/2025
Customer No. 1103
Currency USD
Contact Name Accounting Department, Suite 800
Phone 706-823-4400
FAX 706-821-1752
EMAIL sdottery@augustaga.gov
Validity Start Date 08/19/2025
Validity End Date 10/19/2025
Req Ship Date 08/19/2025
Est Ship Date 08/19/2025

End User

Augusta Transit
Accounting Department, Suite 800
535 Telfair St, Municipal Bldg 1000
Augusta GA 30901

Extended warranty not included but can be added. Install does not include bus modifications if required. Mixed fleet configuration is quoted with no additional software or vault upgrades. If required, that will be an additional charge. Training for vault and Fast Fare farebox will be conducted at Elk Grove Village, unless required to be onsite for an additional charge.

Item	Material	Quantity	Price	Amount
10	FASTFARE	5 EA	21,594.93 USD	107,974.65
	FAST FARE FAREBOX			
	Tariff incl in line\$		5.000 %	5,141.65
	With the following configuration			
	OCU MOUNTING SHAFT LENGTH CHAR	6 INCH RAM (STD)		
	OCU CABLE LENGTH	3FT		
	SWIPE CARD READER	YES		
	SMART CARD READER	FEIG OPENPAY (SEL. ETH CABLES)		
	ETHERNET CABLE	BOTH CABLE (WIFI/OPEN PAY)		
	FAREBOX HEIGHT	36 INCHES		
	EXTERNAL CABLE	J1708		
	TRIM (OR) PRINTER	MAGNETIC		
	WIFI	DUAL BAND (SEL. ETH CABLES)		
	BARCODE READER	YES		

Customer Signature: _____ **Date:** _____

Signature: _____ **Date:** 08/19/2025

Sales Representative: Jennille Logan **Phone:** _____
Email: _____

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 90 days from the Document Date unless otherwise noted above. Delivery will be made within 120 days after receipt of order (ARO) unless otherwise noted above. Prices do not include any state or local taxes or freight charges. Customer will be responsible for applicable taxes and freight charges which will be included upon invoicing. Regardless of any taxes included above applicable taxes due are determined as of the date of shipment or service. All price quotations are subject to and shall be governed solely and exclusively by the Genfare Standard Terms And Conditions Of Sale, a copy of which is attached and incorporated herein.

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Augusta Transit
 Accounting Department, Suite 800
 535 Telfair St, Municipal Bldg 1000
 Augusta GA 30901

Item	Material	Quantity	Price	Amount
	CASHBOX HEIGHT SHORT			
20	LOT CHARGE Spare Parts	1 EA	10,000.00 USD	10,000.00
30	TS-0271 Mixed Fleet Config	1 EA	2,800.00 USD	2,800.00
40	INSTALL Install	1 EA	5,750.00 USD	5,750.00
50	PROGRAM MANAGEMENT Program Management	1 EA	2,500.00 USD	2,500.00
60	FREIGHT Freight	1 EA	360.00 USD	360.00

Customer Signature: _____ **Date:** _____

Signature: _____ **Date:** 08/19/2025

Sales Representative: Jennille Logan **Phone:** _____
Email: _____

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Augusta GA 30901

Item	Material	Quantity	Price	Amount
70	C31509-0001	2 EA	2,526.70 USD	5,053.40
	S/A PROBE,UDP(AFTER 2020 REQ'D 1EA LANE)			
	Tariff incl in line\$		5.000 %	240.64

	Tariff Fee			5,382.29
	Gross Value			134,438.05
	Final Amount:			134,438.05

Customer Signature: _____ Date: _____

Signature: _____ Date: 08/19/2025

Sales Representative: Jennille Logan Phone: _____

Email: _____

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1. GENERAL. Unless otherwise agreed in writing by Genfare, the Quotation, these Terms and Conditions of Sale (including the attached Warranty), the Order Acknowledgment (if issued) and the Software License (for any license of Software), constitute the entire agreement between Genfare and Customer (the "Agreement") and are the exclusive terms and conditions governing the underlying order and shall apply in precedence over any such other terms and conditions, or otherwise under any applicable law. The Software is licensed to Customer under the Genfare Software License in effect at the time of purchase of such Software. Genfare's Services Agreement shall be the sole document governing any Software subscriptions purchased by Customer from Genfare. ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER ARE OBJECTED TO BY GENFARE AND SHALL NOT BE EFFECTIVE OR BINDING AS TO GENFARE UNLESS AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF GENFARE. Genfare shall sell to Customer, and Customer shall purchase from Genfare, the equipment identified in the Quotation (the "Equipment") and a license to certain software identified in the Quotation or embedded in the Equipment (the "Software") in accordance with the Agreement (the Equipment and Software collectively referred to as the "Products"). Genfare accepts Customer's purchase orders for Products and agrees to deliver the Products to Customer only on the terms of the Agreement. Genfare's acceptance of Customer's purchase order is expressly made conditional on Customer's assent to the Agreement. No variation of the Agreement shall be binding unless agreed to in writing by authorized representatives of Genfare and Customer. The following provisions of these Terms and Conditions of Sale shall survive termination of the Agreement for whatever reason: Sections 1, 3, 6, 7, 8, 9, 11, 12, 15 and 16.

2. SHIPPING & INSURANCE Genfare shall arrange shipping and insurance and shall bill Customer for the Products with the shipping and insurance costs as separate items, on an invoice ("Invoice"). Subject to other provisions of the Agreement, Genfare shall ship the Products to Customer on the agreed upon Shipping Date.

3. TERMS OF PAYMENT. Genfare may require certain payments to be made prior to delivery of Products or other services. Notwithstanding the preceding sentence, Customer shall pay for all Products, fees, shipping, insurance, and where agreed, all duties and taxes net 30 days from date of Invoice. However, if the parties have agreed that the Products are to be installed by Genfare, Customer shall pay 90% of the total cost of each Product upon shipping of the Product and 10% upon installation of the Product. All services are invoiced at 100%. If Customer fails to pay any Invoice when due, Genfare may, without prejudice to any other remedy, postpone shipments, alter payment terms, terminate the Agreement and charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or if less, the maximum rate allowed by law). Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses.

4. TRANSFER OF TITLE AND RISK OF LOSS; DELIVERY. All products will be shipped FOB Destination. Risk of loss and title to all Products shall pass to Customer, free of encumbrances, at the time of delivery to Customer's destination. Genfare will endeavor to meet any estimated or firm delivery dates requested by Customer, but shall not be liable in damages or otherwise, nor shall Customer be relieved of performance under the Agreement, because of failure to meet them.

5. CHANGES TO SPECIFICATIONS. Genfare may, without notice to Customer, make changes to the specifications of the Products which do not materially affect the quality or performance of the Products.

6. ACCEPTANCE, RETURNS AND EXCHANGES. The Products and services shall be deemed accepted, and any attempt by Customer to reject an order or shipment of Products shall be waived and not enforceable, unless: (i) Customer has promptly inspected the Products and services, and written notice from Customer of any defect has been received by Genfare within thirty (30) days following any delivery of Products or performance of services. The return of defective Products is covered by the Warranty as described in Attachment A.

Return/Exchange Procedures. Customer may only return a Product which is not defective if: (a) the Product does not correspond to the Products ordered in the Agreement (a "Return"), or (b) the Product has been ordered in error by the Customer and Genfare has granted written permission to Customer to remedy its mistake by ordering the correct equipment or software and returning the Product (an "Exchange"). The party liable for all shipping, insurance and any other expenses incurred by Customer in returning the Product pursuant to the preceding sentence and for all loss or damage to the Product until received by Genfare, shall be Genfare for Returns and Customer for Exchanges. If Customer returns the Product in accordance with these Procedures in an undamaged condition, in the original configuration and, where appropriate, in the original packing, before the later of: (i) 21 days after the date of the Invoice for that Product; and (ii) the date of substantial completion of installation of the Product by Genfare, Genfare shall: (A) for Returns, issue a credit to Customer for the full Invoice price of the returned Product; or (B) for Exchanges, issue a credit to Customer for the full Invoice price of the returned Product less: (I) a restocking fee of 25% of the Invoice price; and (II) the original shipping and insurance cost as shown on the Invoice. If Customer does not comply with the Procedures in this Section for Returns and Exchanges, Customer shall pay the full amount of the Invoice.

7. CUSTOMER POSTPONEMENT OF SCHEDULED SHIPPING DATE. If Genfare receives a request from Customer to delay the Shipping Date (a) 30 days or more prior to the Shipping Date, Genfare may postpone the Shipping Date and may charge Customer 2% of the net Agreement total for each full or partial month the Shipping Date is delayed or (b) less than 30 days prior to the Shipping Date, Genfare may treat the Agreement as canceled and may bill Customer in accordance with the provisions of Section 8.

8. CANCELLATION. If Customer cancels an Agreement before the Shipping Date, Genfare may charge Customer a cancellation charge calculated by multiplying the following applicable percentage by the Agreement total (as shown on the Quotation/Order Acknowledgment): (a) if cancelled 40 business days or more before Shipping Date, the applicable percentage is 25%, and (b) if cancelled 39 business days or less before Shipping Date, the applicable percentage is 50%. In addition to the applicable percentage charge, if Customer cancels all or part of the order without cause, Customer will reimburse Genfare for (i) Genfare's expenses incurred to fulfill the order through the cancellation date, including, without limitation, materials and labor. If Customer's order includes special order Products or vendor Products, Genfare may also charge, in addition to the other amounts set forth in this Section 8, (A) for special order Products, 100% of the amount shown on the Quotation/Order Acknowledgment for that Product; and (B) for vendor Products, the lesser of 100% of the cost to Genfare of vendor Product; or, if the vendor accepts the return of its Product the restocking charge levied by the vendor. Customer shall pay all cancellation charges within 30 days of receipt of Invoice.

9. FORCE MAJEURE. To the extent that either party is not able to perform an obligation under this Agreement due to fire, flood, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, acts of terrorism, any law or order of any governmental agency, or other cause beyond that party's reasonable control ("Force Majeure"), that party may be excused from such performance so long as such party provides the other party with prompt written notice describing the condition and takes reasonable steps to avoid or remove such causes of nonperformance and promptly continues performance whenever and to the extent such causes are removed.

10. INSTALLATION. If installation is purchased, Customer shall complete all of the action necessary to prepare Customer's premises for the installation of Products prior to the scheduled installation date. If Customer complies with the preceding sentence, Genfare's authorized technicians shall commence the installation of Products on the scheduled installation date. Genfare may invoice Customer for an amount in addition to the installation charge specified on the Quotation/Order Acknowledgment if Genfare incurs additional installation costs as a result of Customer's failure to have the site, other manufacturers' equipment or Products ready for Genfare's technicians on the scheduled installation date.

11. WARRANTY. All Products are covered by Genfare's Standard Warranty as described in Attachment A attached hereto and incorporated herein.

12. WAIVER OF CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY. Notwithstanding anything in this Agreement to the contrary, to the fullest extent permitted by applicable law, Genfare will not be liable for damages related to any business interruption or loss of profit, increased operating costs, anticipated savings, data, contract, goodwill or the like or for incidental, special, indirect or consequential damages of any nature under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), and strict liability, arising out of or related to Seller's acts or omissions. Under no circumstances shall Genfare's liability to Customer exceed the contract price for the specific goods and services upon which such liability is based. Any action for breach of contract or otherwise must be commenced within one (1) year after the cause of action has accrued.

13. INDEMNIFICATION. Genfare agrees to indemnify and hold harmless Customer, its elected and appointed officers and employees, from and against any and all claims, demands, defense costs, liability or damages brought by third parties and to the extent arising solely from: (a) personal injury or property damage resulting directly from Genfare's (or Genfare's subcontractors, if any), negligent acts, errors or omissions or willful misconduct or (b) any actual infringement by Genfare of a patent, trademark, copyright, trade secret or other intellectual or proprietary rights regarding the Products (except to the extent resulting from Customer's combination of Genfare's products with other products or services not provided by Genfare). Notwithstanding the foregoing, there shall be no indemnification hereunder by Genfare as to any losses caused by the negligence or fault of Customer or any of its officers, employees or agents. If Customer shall claim indemnification hereunder, Customer shall notify Genfare in writing of the basis for such claim or demand setting forth the nature of the claim or demand in reasonable detail. Genfare agrees to assume the defense of any such claim and to defend the same at Genfare's expense. The parties agree to reasonably cooperate with each other on any such claims. If the Customer desires to participate in the defense, then Customer shall have the right to do so through counsel of its own choosing, provided that Customer will be responsible for all of its costs in so doing.

14. INSURANCE. Genfare shall maintain insurance coverage consistent with its existing programs but shall not name Customer as an additional insured nor will Genfare or its insurers be obligated to waive any rights of subrogation Genfare or such insurers may have against Customer or its affiliates. Genfare shall use commercially reasonable efforts to provide Customer with written notice of cancellation of any applicable policy thirty (30) days prior to the effective cancellation date of such policy, but failure to do so shall impose no obligation or liability upon Genfare or its insurers, agents or representatives. Genfare shall provide Customer with its standard certificate of insurance upon request.

15. NOTICE. All requests, instructions and notices from one party to the other must be in writing and may be given via registered post or facsimile transmission to the address of the parties shown on the Quotation/Order Acknowledgment.

Item 1.

16. MISCELLANEOUS. No waiver by Genfare of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. Any provision of the Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from the Agreement in that jurisdiction without in any way invalidating the remaining provisions of the Agreement, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Genfare by virtue of the Agreement shall endure for the benefit of and be binding upon the successors and assigns of Genfare. The Agreement shall be governed by the laws of the State of Illinois, however Genfare may enforce the provisions of the Agreement in accordance with the laws of the jurisdiction in which the Products are situated. The United Nations Convention on the Sale of Goods (the Vienna Convention) shall not apply to the Agreement.

ATTACHMENT A- WARRANTY

1. DEFINITIONS

- a) Customer shall mean any individual, entity, business, or transit agency that purchases Genfare's goods, services, and/or software.
- b) Documentation shall mean the manuals, guides, or other applicable materials provided by Genfare to the Customer.
- c) Equipment shall mean new Genfare supplied equipment, firmware embedded on the Genfare supplied equipment, and spare parts.
- d) Equipment Operating Instructions means the instructions for use, maintenance, storage, and repair in the applicable Genfare Equipment Manual.
- e) Equipment Warranty Period shall apply as follows:

i. Equipment:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) twelve (12) months thereafter for equipment purchases; and (z) six (6) months for Equipment repaired during the Warranty Period or the remaining original warranty period if greater than (6) months

ii. Genfare's Mid-Life Upgrade and/or Reconditioning Program:

- 1. Begins the earlier of the date of delivery of the Equipment if the equipment is not to be installed, (b) the date of installation by Genfare, or Genfare approved technician if Genfare (or a Genfare approved technician) is completing the installation, and shall end (w) six (6) months thereafter; and (z) three (3) months for items repaired during the Warranty Period or the remaining original warranty period if greater than three (3) months.

iii. Spare Parts:

- 1. Begins upon delivery of Spare Parts and shall end six (6) months thereafter.
- f) Genfare Equipment Manual means the manual and/or guides developed by Genfare and made available to a Customer which describe the products, services, and/or software, including proper care and maintenance of such products, services, and/or software.
- g) Genfare Service Center shall mean the Genfare repair facility specified by an authorized Genfare representative.
- h) Hotfix shall mean a single, cumulative package that includes information that is used to address a problem within the Software.
- i) Services means technical, training, maintenance, or other services performed by Genfare or an authorized Genfare representative.
- j) Services Warranty Period shall begin upon the completion of the Services and end thirty (30) days thereafter.
- k) Software means all original and software updates purchases of Genfare supplied software.
- l) Software Warranty shall mean licensed software, but excludes any warranty provided under an applicable subscription and services agreement purchased by Customer.
- m) Software Warranty Period shall begin upon the earlier of (a) the date the Software is made available to the Customer for User Acceptance Testing or (b) date the Software is placed in the production and shall end ninety (90) days thereafter.
- n) Third Party Purchase Warranty Period shall mean the date on which Customer receives the Equipment from Customer's third party bus manufacturer or other third party vendors and ending twelve (12) months from such date.
- o) Warranty shall mean all applicable warranties purchased by the Customer under this Agreement.
- p) Warranty Period shall mean the applicable Equipment Warranty Period, Third Party Purchase Warranty Period, the Software Warranty Period, and the Services Warranty Period.

2. GENERAL TERMS

- a) Subject to the provisions of the Equipment Warranty, Genfare warrants that the Equipment shall conform to the specifications in the Genfare documentation in all material respects and that the equipment shall be free from material defects in materials and workmanship.
- b) Genfare warrants that the Services and Software shall materially conform to the specifications in the then-current Documentation.
- c) It is understood that the costs of discovery of the problem associated with any Warranty and, to the extent applicable, the costs associated with the removal and installation of the defective part shall be the responsibility of Customer.

3. RETURN OF EQUIPMENT UNDER WARRANTY

- a) If an item of Equipment malfunctions or fails in normal use within the applicable Warranty Period:
- b) Customer shall promptly notify Genfare of the problem, the original sales order number, and the serial number, if applicable, of the defective item;
- i. Genfare shall, at its option, either resolve the problem over the telephone or via email, or provide Customer with a Return Material Authorization ("RMA") to ship the defective item to Genfare;
- ii. If Genfare provides Customer with an RMA to ship the defective item to Genfare, Customer shall include, in the RMA, a description of the fault. Customer shall, at its cost, properly pack the item to be returned, prepay the insurance and shipping charges, and ship the item to the specified Genfare Service Center with a copy of the RMA; Parts or Equipment damaged during shipment that were not properly packaged are the responsibility of the customer. The return label must include the RMA number with attention to Repair Center. Genfare reserves the right to return items sent to the Genfare Service Center without an RMA and Customer will reimburse Genfare for its costs in returning the items.
- iii. Genfare shall, at Genfare's option, either repair or replace the returned item. The replacement item may be new or refurbished; if refurbished, it shall be equivalent in operation to new Equipment. If a returned item is replaced by Genfare, the Customer agrees that the returned item shall become the property of Genfare;
- iv. Genfare shall, at its cost, ship the repaired item or replacement to the Customer. If the Customer has requested express shipping, the Customer shall pay Genfare an expediting fee.
- c) A failure is defined as a device or component in the Equipment that is inoperative and/or unsuitable for the intended purpose.
- d) It is understood that Genfare shall be responsible for the costs of all materials and labor, except as provided herein.

4. TECHNICAL ASSISTANCE

During the applicable Warranty Period, Genfare shall provide the Customer with Technical Support via phone or email. All communication is to be routed through Customer Care at 847-871-1231, 847-593-8855, or genfare.customercare@spx.com. A case will be created for each inquiry that will be followed through resolution. Technical Support is included throughout the Warranty Period. Customer understands that ongoing Technical Support is the Customer's responsibility and that if a Support Agreement is not secured prior to the expiration of the Warranty Period, Customer is agreeing to support at Genfare's then-current time and materials rates or as otherwise quoted by Genfare.

5. UPDATES

During the applicable Software Warranty Period, Genfare shall, at no charge, provide Customer with non-feature software updates to the version of Software installed at the Customer's location and, if the Equipment is sent to Genfare for

Warranty repair, those revision level updates deemed necessary by Genfare. Non-feature software updates and revision level updates do not generally include additional equipment, such as hardware memory, which enables the upgrade to function in the existing Equipment of Customer. Customer may purchase this additional equipment from Genfare. Updates will be provided based on compatibility and based on Genfare's reasonable determination that a Software update will resolve an issue the Customer is experiencing. Genfare reserves the right to provide Customer with a Hotfix to resolve an issue between scheduled releases. Any firmware provided by Genfare to Customer is recommended to be tested in a user acceptance testing environment prior to deployment to Customer's production environment, Genfare's warranty does not cover issues experienced by Customer where Customer deployed firmware to Customer's production environment without first testing in the user acceptance testing environment.

Item 1.

6. DEFAULT AND TERMINATION

Genfare may suspend or immediately terminate this Warranty and all of its performance under this Warranty, upon notification to Customer, if Customer: (a) makes any unauthorized modifications to the Equipment or Software; (b) purchases non-OEM supplied parts during the warranty period (c) does not regularly perform preventative maintenance and is unable to show service records or other documentation reasonably requested by Genfare; (d) uses an unauthorized repair facility; (e) assigns or transfers the Customer's rights or obligations under this Warranty without the prior written consent of Genfare; (f) becomes bankrupt or insolvent, or is put into receivership; or (g) has not paid Genfare all amounts for services, advance replacement parts supplied under this Warranty, or other additional charges within thirty (30) days of receipt of written notice from Genfare. If this Warranty is terminated by Genfare, Customer shall remain liable for all amounts due to Genfare. If Genfare suspends the warranty under Section 6(a), 6(b), 6(c), or 6(g), Customer will have the opportunity to cure and must do so within ninety (90) days of Genfare providing notice to Customer. If Customer does not cure within the allotted period, the warranty will terminate upon expiration of the cure period. To cure, Customer must remedy the default in the manner required by Genfare in Genfare's notice of default to Customer. The term of Customer's Warranty Period will continue to run during any cure period.

7. LIMITATIONS AND QUALIFICATIONS OF WARRANTY

This Warranty does not apply to normal consumable items, items which are replaced in usual and scheduled preventative maintenance such as ball bearings, belts, batteries, cables, gears, rollers etc.(a full listof consumable items can be provided upon request) nor does it apply to any damage, defect or failure caused by:

- a) any part of the Equipment or Software having been modified, adapted, transported or relocated by any person other than Genfare personnel, a Genfare authorized service agent or Genfare approved technician without Genfare's prior written consent;
- b) improper installation, operation or maintenance by Customer or a third party;
- c) storage or environmental characteristics which do not conform to the applicable sections of the appropriate Genfare Equipment Manual;
- d) failure to conform with the Equipment Operating Instructions in the applicable Genfare Equipment Manual or the Minimum System Requirements for the Network Manager or Server (including failure to perform regular backups);
- e) inaccurate or incomplete information or data supplied or approved by Customer;
- f) external causes, including external electrical stress or lightning, or use in conjunction with incompatible equipment, unless such use was with Genfare's prior written consent;
- g) cosmetic damage (including graffiti);
- h) accidental damage, negligence, neglect, mishandling, abuse or misuse, other than by Genfare personnel, a Genfare authorized service agent or Genfare approved technician; or
- i) Force Majeure (as defined in Genfare's Terms and Conditions of Sale);
- j) Customer implementing a software update without having a User Acceptance Testing environment available prior to implementation of the software update
- k) Improper or inadequate testing of a software update or release in Customer's User Acceptance Testing environment prior to implementation of such software update or release in Customer's production environment.

8. LIMITATION ON DAMAGES

a) THE WARRANTY STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND SOLE AND EXCLUSIVE REMEDY FOR THE EQUIPMENT, SOFTWARE, AND/OR SERVICES. GENFARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, AND NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." GENFARE DOES NOT WARRANT THAT: (1) OPERATION OF ANY OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, (2) FUNCTIONS CONTAINED IN THE SERVICES AND SOFTWARE SHALL MEET THE CUSTOMER'S REQUIREMENTS, OR (3) THE SERVICES OR SOFTWARE SHALL OPERATE IN COMBINATION WITH (I) OTHER HARDWARE OR SOFTWARE OTHER THAN HARDWARE AND SOFTWARE EXPRESSLY APPROVED OR RECOMMEND BY GENFARE IN WRITING, OR (II) UNSUPPORTED VERSIONS OF THE SOFTWARE

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Meeting Name

Meeting Date: Public Services Committee Meeting 10/21/2025 01:00PM

Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2027.

Department:	Planning and Development
Presenter:	Chyvattee Vassar or Department Designee
Caption:	Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2027.
Background:	Section 5303 funds are a formula grant provided by FTA annually for the development of an integrated intermodal transportation system, identification of transit multimodal or intermodal facilities, financial plan, assessment of capital investment, or transit enhancement activities. All projects must conform to FTA guidelines.
Analysis:	N/A
Financial Impact:	FTA Section 5303 FY 2027 Application - Application with the Federal Transit Administration (FTA) for a grant under Title 49 U.S.C., Section 5303. There is an 80/10/10 split on the grant/match as shown below: Federal - \$209,928.00 State - \$26,241.00 Local - \$26,241.00 10% Local match is included in the 2025 Planning & Development proposed budget. Approved by the Administrator's Office on August 21, 2025.
Alternatives:	Forfeit potential reimbursement of planning activities related to transit planning.
Recommendation:	Approval of the FY 2027 Application to FTA for Section 5303 Funds
Funds are available in the following accounts:	Federal - \$209,928.00 State - \$26,241.00 Local - \$26,241.00 10% Local match is included in the Planning & Development 2026 proposed budget. - 220016309
<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

PR000587 PLANNING FY 2027 Section 5303 Transit Planning (ARTS)

The APDD is required to submit an application to the Georgia Department of Transportation, Division of Intermodal, to secure federal funds for metropolitan transit planning. Transit planning work tasks are included in the FY 2026 Unified Planning Work Program. The funds are included in the proposed 2026 budget for the Planning and Development Department.

Cash match required: Yes 10% (\$26,241.00) Funds are included in the department annual budget.

EEO required - Yes. EEO Notified - Yes.

Start Date: 07/01/2026	End Date: 06/30/2027		
Submit Date: 08/13/2025	Department: 074	Planning and Zoning	Cash Match? Y
Total Budgeted Amount: 262,410.00	Total Funding Agency: 236,169.00	Total Cash Match: 26,241.00	

Sponsor: GM0005	Fed Transit Adm	
Sponsor Type: PT	Pass thru Federal	
Purpose: 24	ARTS -MPO	Flow Thru ID: GM0006 GDOT

Contacts

<u>Type</u>	<u>ID</u>	<u>Name</u>	<u>Phone</u>
I	GMI023	Harris, Mariah	(706)821-1810

Approvals

<u>Type</u>	<u>By</u>	<u>Date</u>
FA	C. VASSAR	08/13/2025

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

20 August 2025

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

8/21/2025

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.

Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2027 Section 5303 planning funds.

Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2027, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2027, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

Table 1: Urban Area Population and Section 5303 Allocation Statistics

FY 2027 SECTION 5303 FUNDING DISTRIBUTION Based on 2020 Census URBANIZED AREA (UZA) POPULATION					
MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	\$30,000	85,960	1.22%	\$45,352	\$75,352
Athens	\$30,000	143,213	2.03%	\$75,558	\$105,558
Atlanta	\$500,000	5,100,112	72.15%	\$2,690,794	\$3,190,794
Augusta	\$40,000	322,081	4.56%	\$169,928	\$209,928
Brunswick	\$25,000	68,750	0.97%	\$36,272	\$61,272
Cartersville	\$25,000	52,351	0.74%	\$27,620	\$52,620
Chattanooga**	\$4,798	78,160	1.11%	\$41,237	\$46,035
Columbus	\$40,000	205,027	2.90%	\$108,171	\$148,171
Dalton	\$30,000	67,830	0.96%	\$35,787	\$65,787
Gainesville	\$30,000	164,365	2.33%	\$86,718	\$116,718
Hinesville	\$30,000	53,107	0.75%	\$28,019	\$58,019
Macon	\$30,000	140,111	1.98%	\$73,922	\$103,922
Rome	\$30,000	60,403	0.85%	\$31,868	\$61,868
Savannah	\$40,000	309,466	4.38%	\$163,273	\$203,273
Valdosta	\$25,000	76,769	1.09%	\$40,503	\$65,503
Warner Robins	\$30,000	141,132	2.00%	\$74,461	\$104,461
GDOT Administration	\$140,000				\$140,000
Totals	\$1,079,798	7,068,837	100%	\$3,729,484	\$4,809,282
*Population figures match those used in GDOT's PL funding distribution.					
** Chattanooga will not receive any STATE MATCH					
4,809,282	Available for 5303 MPO Planning - FY 2024 (FTA Annual Apportionment)				
(\$1,079,798)	Base Amount				
\$3,729,484	Available 5303 Funds - Distributed via Formula Allocation				

Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

If submitting projects in BlackCat, please adhere to the following:

- The project descriptions must be detailed with project milestones.
- Mentioning name brands in the grant application for any project descriptions is prohibited under FTA procurement guidance.
- Ensure the correct Activity Line Item (ALI) is selected for the project requested.
- Ensure all projects are to the whole dollar (evenly split preferred) with NO PENNIES and CENTS.

Applications will be rejected if these project guidelines are not followed.



Unified Planning Work Program

FY 2026

Prepared By:
Augusta Planning & Development Department
Carla Delaney, Director



In Cooperation With:
Aiken County, Edgefield County, and Columbia County
Federal Transit Administration
Federal Highway Administration
Georgia Department of Transportation
South Carolina Department of Transportation

<https://www.augustaga.gov/680/ARTS-Metropolitan-Planning-Organization>

Adopted May 22, 2025
Amended September 3, 2025

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FISCAL YEAR 2026

**DRAFT UNIFIED PLANNING WORK PROGRAM
FOR THE
AUGUSTA REGIONAL TRANSPORTATION STUDY**

PREPARED BY THE

AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT

IN COOPERATION WITH:

AIKEN COUNTY PLANNING AND DEVELOPMENT DEPT.

AUGUSTA TRANSIT

LOWER SAVANNAH COUNCIL OF GOVERNMENTS

GEORGIA DEPARTMENT OF TRANSPORTATION AND

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

SERVICING

CITY OF BLYTHE, GA | CITY OF HEPHZIBAH, GA |

RICHMOND COUNTY, GA | CITY OF GROVETOWN, GA |

COLUMBIA COUNTY, GA | FORT EISENHOWER, GA | AUGUSTA TRANSIT |

CITY OF NORTH AUGUSTA, SC | CITY OF AIKEN, SC | AIKEN COUNTY, SC |

TOWN OF BURNETTOWN, SC | CITY OF NEW ELLENTON, SC | EDGEFIELD COUNTY, SC |

BEST FRIEND EXPRESS | LOWER SAVANNAH COUNCIL OF GOVERNMENTS

Adopted May 22, 2025

Amended September 3, 2025

The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the views or policies of the Georgia Department of Transportation, the South Carolina Department of Transportation, the Federal Highway Administration, or the Federal Transit Administration. This report does not constitute a standard, specification, or regulation.

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AUGUSTA REGIONAL TRANSPORTATION STUDY

535 Telfair Street • Suite 300 Augusta Georgia 30901

**AUGUSTA REGIONAL TRANSPORTATION STUDY
RESOLUTION OF THE POLICY COMMITTEE
ADOPTION OF THE AMENDMENT TO THE FY 2026 UNIFIED PLANNING WORK PROGRAM (UPWP)
FY 2027 TRANSIT WORK ELEMENTS AND BUDGET**

WHEREAS, in accordance with the joint Federal Transit Administration - Federal Highway Administration regulations on urban transportation planning (23 CFR Parts 420 and 450, and 49 CFR Part 613), a Unified Planning Work Program is required to be developed and amended as necessary; and

WHEREAS, the Governors of Georgia and South Carolina have designated the Augusta Planning and Development Department as the Metropolitan Planning Organization (MPO) for the Augusta Regional Transportation Study, and;

WHEREAS, it is the objective of the Augusta Regional Transportation Study, hereinafter referred to as ARTS, to maintain a comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the Unified Planning Work Program is an annual element of the ARTS process which outlines the transportation-related and other planning projects to be undertaken during the forthcoming fiscal year; and

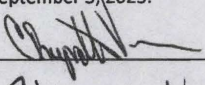
WHEREAS, the MPO has identified the need to amend the 2026 UPWP to include the 2027 FTA work elements, budgets and responsible agencies ; and

WHEREAS, the ARTS Citizens Advisory, Technical Coordinating and Policy Committees on September 3, 2025, recommended and approved that the Augusta Regional Transportation Study amendment to the FY 2026 Unified Planning Work Program to include the FY 2027 Transit work elements and budget; and

NOW THEREFORE BE IT RESOLVED, ARTS Policy Committee hereby approves the adoption of the amendment to the FY 2027 Transit work elements and budget, and its Chairman is authorized to execute a joint endorsement to this effect with the Georgia Department of Transportation and the South Carolina Department of Transportation.

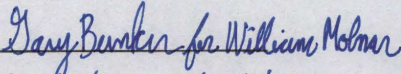
CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Augusta Regional Transportation Study (ARTS) Policy Committee at a Joint Citizens' Advisory, Technical Coordinating, and Policy Committee meeting held on September 3, 2025.

Sign 

Date 9/3/2025

Print Chyanthe Vasser
MPO Director

Sign 

Date 09 Sep 2025

Print Gary Bunker for William Melnar
MPO Chairman



AUGUSTA REGIONAL TRANSPORTATION STUDY

535 Telfair Street • Suite 300 Augusta, Georgia 30901

AUGUSTA REGIONAL TRANSPORTATION STUDY RESOLUTION OF THE POLICY COMMITTEE ADOPTION OF THE FY 2026 UNIFIED PLANNING WORK PROGRAM (UPWP)

WHEREAS, in accordance with the joint Federal Transit Administration - Federal Highway Administration regulations on urban transportation planning (23 CFR Parts 420 and 450, and 49 CFR Part 613), a Unified Planning Work Program is required to be developed; and

WHEREAS, the Governors of Georgia and South Carolina have designated the Augusta Planning and Development Department as the Metropolitan Planning Organization (MPO) for the Augusta Regional Transportation Study, and;

WHEREAS, it is the objective of the Augusta Regional Transportation Study, hereinafter referred to as ARTS, to maintain a comprehensive transportation planning process which results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, the Unified Planning Work Program is an annual element of the ARTS process which outlines the transportation-related and other planning projects to be undertaken during the forthcoming fiscal year; and

WHEREAS, the ARTS Citizens Advisory and Technical Coordinating Committees on May 7, 2025, recommended that the Augusta Regional Transportation Study adopt the FY 2026 Unified Planning Work Program.

WHEREAS, the ARTS Policy Committee on May 22, 2025, adopted the FY 2026 Unified Planning Work Program.

NOW THEREFORE BE IT RESOLVED, ARTS Policy Committee hereby approves the adoption of the FY 2026 Unified Planning Work Program and its Chairman is authorized to execute a joint endorsement to this effect with the Georgia Department of Transportation and the South Carolina Department of Transportation.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Augusta Regional Transportation Study (ARTS) Policy Committee at a meeting held on May 22, 2025.

Sign

Carla Delaney
Carla Delaney
MPO Director

Date

05/22/2025

Sign

William McNamee, Ph.D.
William McNamee, Ph.D.
MPO Chairman

Date

May 22, 2025

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LIST OF ACRONYMS

3C	Cooperative, Continuous & Comprehensive planning	DBE	Disadvantaged Business Enterprise
ACPDD	Aiken County Planning & Development Department	EJ	Environmental Justice
ADA	Americans with Disabilities Act of 1990	EMA	Emergency Management Agency
APA	American Planning Association	EPA	Environmental Protection Agency
APDD	Augusta Planning & Development Department	FAST Act	Fixing America's Surface Transportation Act
ARP	American Rescue Plan	FFR	Federal Financial Reports
AT	Augusta Transit	FHWA	Federal Highways Administration
ARTS	Augusta Regional Transportation Study	FTA	Federal Transit Administration
BFE	Best Friend Express	GA	Georgia
BPAC	South Carolina Bicycle and Pedestrian Advocacy Committee	GAMPO	Georgia Association of Metropolitan Planning Organizations
CAC	Citizens Advisory Committee	GAPA	Georgia Chapter of American Planning Association
CCPD	Columbia County Planning Division	GDOT	Georgia Department of Transportation
CMP	Congestion Management Process	GIS	Geographic Information Systems
CHSP	Coordinated Human Services Plan	ITS	Intelligent Transportation Systems
CMS	Congestion Management System	LEP	Limited English Proficiency
COA	Comprehensive Operations Analysis	LOS	Level of Service
COG	Council of Governments	LSCOG	Lower Savannah Council of Governments
COOP	Continuity of Operations Plan	MOU	Memorandum of Understanding
CSRA-RC	Central Savannah River Area – Regional Commission	MPA	Metropolitan Planning Area
DAR	Dial-A-Ride	MPO	Metropolitan Planning Organization
		MPR	Milestone Progress Reports

MSA	Metropolitan Statistical Area	STIP	State Transportation Improvement Program
MTP	Metropolitan Transportation Plan	TA	Transportation Alternatives (TA set-aside)
NAPDD	North Augusta Planning and Development Department	TAM	Transit Asset Management
NHPMS	National Highway Performance Monitoring System	TAP	Transportation Alternatives Program
NHS	National Highway System	TASC	Transportation Association of South Carolina
NPMRDS	National Performance Management Research Data Set	TAZ	Traffic Analysis Zone
NTD	National Transit Database	TBD	To be determined
NTI	National Transit Institute	TCAC	Transit Citizens Advisory Committee
PBPP	Performance-Based Planning and Programming	TCC	Technical Coordinating Committee
PC	Policy Committee	TDP	Transit Development Plan
POP	Program of Projects	TIP	Transportation Improvement Program
PPP	Public Participation Plan	TNSC	Test Network Subcommittee
PTASP	Public Transit Agency Safety Plan	TrAMS	Transit Award Management System
RFP	Request for Proposals	TSIR	Traffic Safety Improvement Report
SC	South Carolina	TTI	Travel Time Index
SCDHEC	South Carolina Department of Health and Environmental Control	UPWP	Unified Planning Work Plan
SCDOT	South Carolina Department of Transportation		
SCDPS	South Carolina Department of Public Safety		
SETP	Self-Evaluation and Transition Plan		
SMTF	State Mass Transit Funds		

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INTRODUCTION

1. Purpose of the Unified Planning Work Program

The Unified Planning Work Program (UPWP) is the annual work program for transportation and transit planning activities in the Augusta Regional Transportation Study (ARTS) area. The UPWP includes an overview of the ARTS planning process and a description of each work element for Fiscal Year 2026 (July 1, 2025 – June 30, 2026).

Work elements, tasks, activities, programs, and projects are categorized into the following functional areas:

- Program Administration
- Public Involvement
- Transportation Data Collection and Analysis
- Transportation System Planning
- Public Transit and Paratransit
- Performance-Based Planning
- Transportation Improvement Program (TIP)

Special emphasis is placed on the following areas:

- Performance-based planning
- Update project prioritization tool(s)
- Stakeholder involvement in freight, safety, and security coordination
- Developing a regional transportation system database for monitoring and updating socioeconomic and land use data and the annual demographic and growth trends report.
- Updating the Geographic Information System (GIS) mapping database
- Corridor/area planning
- Developing a framework to identify needs and coordinate stakeholders relative to coordinated human services transportation
- Enhance public transit planning for fixed-route bus, paratransit, and demand response services and enhance mobility for seniors and persons with disabilities
- Implementing local and regional air quality initiatives
- Strengthening the public involvement process
- Other special studies

2. ARTS Metropolitan Planning Organization Overview

ARTS is a Metropolitan Planning Organization (MPO) established for urbanized areas in Columbia County, GA, Aiken and Edgefield County, SC, and all of Augusta-Richmond County, GA. The Federal-Aid Highway Act of 1962 established the requirement for transportation planning in urban areas throughout the country. As the Metropolitan Planning Organization (MPO) designated by the Governors of the States of Georgia and South Carolina, ARTS has the responsibility to carry out the continuous, comprehensive and cooperative transportation planning process for the Greater Augusta Metropolitan Area.

In keeping with the original federal mandate, the ARTS metropolitan transportation planning process is cooperative, continuous, and comprehensive (3C). The ARTS MPO planning process is “cooperative” because it brings together locally elected officials, state and federal transportation personnel, citizens, and other interested parties to plan and program transportation projects. ARTS participants “continuously” evaluate transportation needs and plan for long-term improvements. The ARTS process is “comprehensive” because it considers all modes of transportation, including cars, trucks, buses, airplanes, railroads, public transit, bicycles, and pedestrians.

The Unified Planning Work Program (UPWP) identifies the transportation planning activities which are to be undertaken in the ARTS study area in support of the goals, objectives and actions established in the 2050 Metropolitan Transportation Plan, which was adopted in September 2020. ARTS staff, working with the Planning Departments of the Georgia Department of Transportation and the South Carolina Department of Transportation, annually initiates the process of developing the UPWP and prepares a final draft for the MPO Policy Committee consideration. The intent in developing a comprehensive Work Program is to ensure that a coordinated transportation planning process occurs in the region, which will make positive contributions towards achievement of the established 2050 goals regarding mobility, facilities, safety, the environment, and land use.

The Fixing America's Surface Transportation (FAST) Act, passed in 2015, was a long-term federal transportation funding law that provided \$305 billion over five years for highways, public transportation, rail, and safety programs. It emphasized performance-based planning and required Metropolitan Planning Organizations (MPOs) to implement performance measures in their regional transportation plans to ensure efficient use of federal funds. The Infrastructure Investment and Jobs Act (IIJA), signed into law in 2021, built on the FAST Act by providing an unprecedented \$1.2 trillion in infrastructure funding, including \$550 billion in new investments for transportation. The IIJA reinforced the FAST Act's planning principles, increasing the role of MPO's in addressing climate change, resiliency, equity, and safety within transportation planning. Together, these laws strengthen MPOs' responsibility to coordinate regional transportation planning that aligns with federal goals, while providing significantly more resources for infrastructure development and modernization.

The UPWP outlines a framework for the work program which the staff is expected to accomplish and provides guidance with respect to a financial plan to support the Work Program. This 2026 Work Program is intended to be consistent with the metropolitan planning requirements of the Federal Legislation: Infrastructure Investment and Jobs Act of 2021 (IIJA), Public Law No. 117-58, November 15, 2021, and its implementing regulations. Compliance with these regulations' frames much of this program. Further, the Work Program strives to address Georgia Department of Transportation and South Carolina Department of Transportation planning emphasis areas which are intended to implement the State's policies for urban area transportation planning. This is to ensure that projects conceived by ARTS fulfill Federal and State policies and local issues progress in a timely manner.

The status of the current Work Program is reviewed annually by the Augusta Regional Transportation Study's (ARTS) Policy Committee to ensure that it is being carried out in a manner consistent with the MPO's goals. While it is the mission of the Staff and the Policy Committee to complete work efforts within a program year, task elements may be designed to span multiple fiscal years and therefore are carried into subsequent Work Programs to affect closure. Each year an estimate of transportation planning funds available for new programs is made. Policy direction and scope of the UPWP are developed with member government participation based on their needs, consistent with the Metropolitan Transportation Plan.

The staff, working with member governments, establishes a list of candidate projects for inclusion in next year's work program. Estimates of amounts and sources of funding to accomplish the planning program are developed. The Technical Coordinating Committee and Citizens Advisory Committee then reviews the continuing program and the new projects. A draft UPWP is developed for the Policy Subcommittee review and recommendation of acceptance to the Policy Committee. The Policy Committee has the final responsibility to approve the UPWP.

Funding for the UPWP is provided through federal, state, and local resources. The primary source is the consolidated FHWA/FTA planning grant that is provided through the Georgia Department of Transportation and the South Carolina Department of Transportation. FHWA PL funds and FTA Section 5303 Mass Transit funds have been consolidated to streamline the administrative requirements and reinforce a multimodal planning process.

The ARTS Metropolitan Planning Area (MPA) includes the urbanized area of Augusta-Richmond County, Georgia, Columbia County, Georgia, Aiken County, South Carolina and Edgefield County, South Carolina Metropolitan Statistical Area (MSA), as defined by the U. S. Bureau of Census, and the area expected to be urbanized over the next twenty years. The study area includes Richmond County and the urbanized area of Columbia County in Georgia; the Fort Eisenhower Military Base;

and the urbanized area of Aiken and Edgefield Counties in South Carolina. Incorporated places within the study area include four (4) cities in Georgia: Augusta, Hephzibah, Blythe, and Grovetown; and four (4) cities in South Carolina: Aiken, North Augusta, Burnetown, and New Ellenton. The study area boundaries reflecting regional growth based on the 2010-2020 Decennial Census were modified and adopted by the Policy Committee on July 20, 2023 (Figure 2).

3. ARTS MPO Organizational Structure

The ARTS MPO consists of several committees that review and approve all amendments to the TIP/Metropolitan Transportation Plan (MTP), technical documents, and special studies. The current structure of committee meetings is bi-monthly, with each committee meeting two to three weeks before the subsequent committee. The role of each committee is described below and schematically presented in Figure 1.

Technical Coordinating Committee (TCC) – comprised of planners and engineers from the two states, the local governments in the study area, and two regional planning agencies. The final draft and detailed information on a project are presented to the committee for recommended approval by the Policy Committee. The composition of the TCC can be found in Appendix Section C.

Citizens Advisory Committee (CAC) – made up of citizens representing the jurisdictions and communities in the study area. The CAC provides local knowledge and citizen input on the projects and makes recommendations to the Policy Committee. The composition of the CAC can be found in Appendix Section C.

South Carolina Technical Coordinating Committee – the Technical Coordinating Committee for the South Carolina portion of the ARTS area is comprised of planners and engineers from the South Carolina Department of Transportation (SCDOT) and local governments. The final draft and detailed information on a project are presented to the committee for recommended approval to the other ARTS MPO committees and the South Carolina Policy Subcommittee.

South Carolina Policy Subcommittee – includes local elected and appointed officials from the South Carolina portion of the ARTS area. The committee evaluates and endorses projects for inclusion in the TIP and MTP.

Policy Committee (PC) – voting members include elected officials from each local government in the study area, representatives from the Georgia and South Carolina Departments of Transportation, the Fort Eisenhower Garrison Commander, and representatives of providers of public transportation. The Policy Committee is responsible for making the final decision on ARTS planning and programming issues, including amendments to the MTP and TIP. The composition of the PC can be found in Appendix Section C.

Figure 1: ARTS MPO Committees

Item 2.

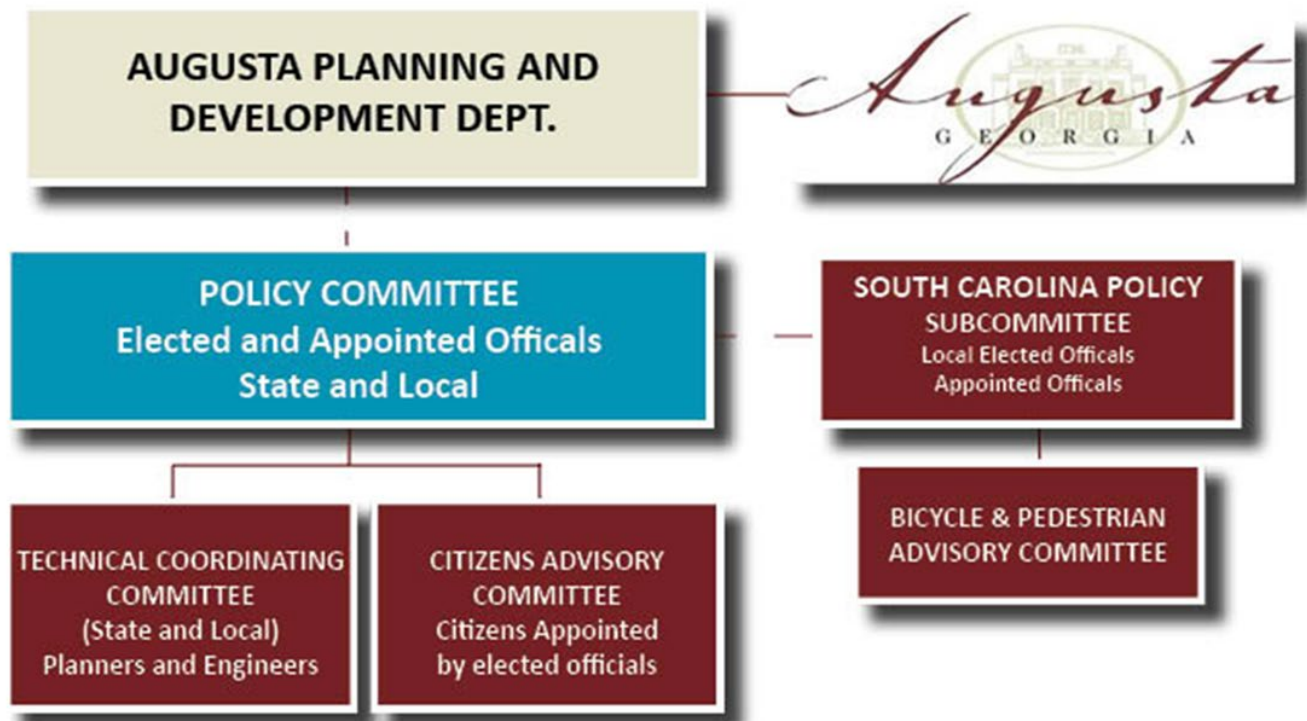
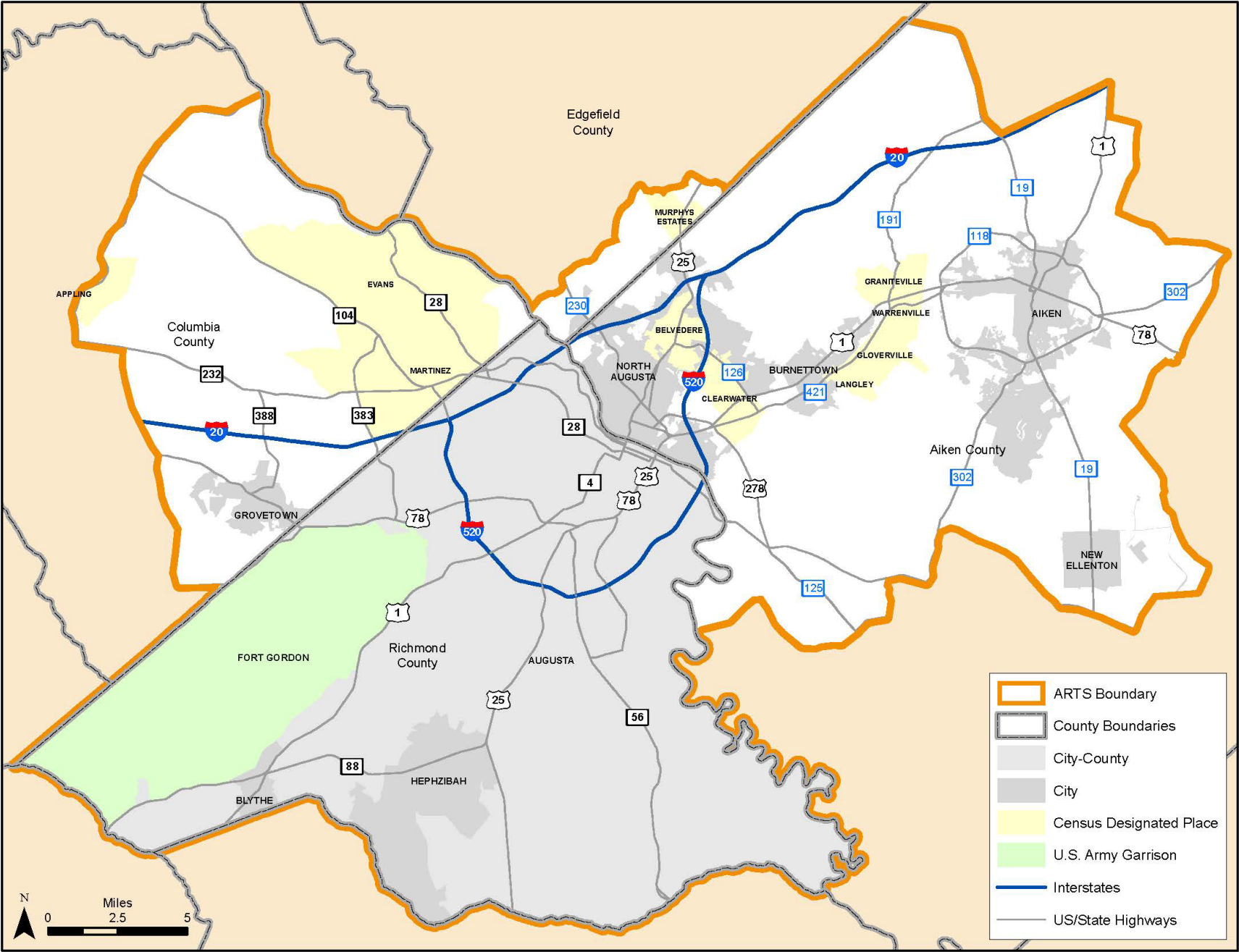


Figure 2: ARTS MPO Planning Area



4. Federal Planning Factors

The FAST Act emphasizes performance-based planning as an integral component of the metropolitan planning process. Enabling this process, national planning factors were established as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve transportation system resiliency and reliability, reduce (or mitigate) the stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

5. 2026 Planning Emphasis Areas:

Complete Streets - Work Element 4.5

State DOTs, MPOs, and public transportation providers should collaborate to review current policies, rules, and procedures to assess their impact on the safety of all road users. This effort should prioritize incorporating safety considerations into future transportation infrastructure, especially for users outside of automobiles.

A complete street is one that is safe—and feels safe—for everyone using it. The goal is to support the planning, development, and operation of streets and networks that prioritize safety, comfort, and access to destinations for all users, including pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists. This approach aims to create an equitable and safe transportation network for travelers of all ages and abilities, particularly those from historically underserved and marginalized communities. Complete Streets are not a one-size-fits-all solution—each is designed to reflect the unique needs, context, and role of the community it serves.

Per the National Highway Traffic Safety Administration's 2019 data, 62 percent of the motor vehicle crashes that resulted in pedestrian fatalities took place on arterials. Arterials tend to be designed for vehicle movement rather than mobility for non-motorized users and often lack convenient and safe crossing opportunities. They can function as barriers to a safe travel network for road users outside of vehicles.

To be considered complete, these roads should include safe pedestrian facilities, safe transit stops (if present), and safe crossing opportunities on an interval necessary for accessing destinations.

A safe and complete network for bicycles can also be achieved through a safe and comfortable bicycle facility located on the roadway, adjacent to the road, or on a nearby parallel corridor. Jurisdictions will be encouraged to prioritize safety improvements and speed management on arterials that are essential to creating complete travel networks for those without access to single-occupancy vehicles.

Public Involvement - Work Element 2.1

Early, effective, and continuous public involvement brings diverse perspectives into the transportation decision-making process. Metropolitan planning organizations, state departments of transportation, and public transportation providers are encouraged to enhance public engagement by incorporating Virtual Public Involvement (VPI) tools into their outreach strategies, while also ensuring inclusive participation for individuals without access to computers or mobile devices. VPI tools expand the reach of information, making participation more convenient and accessible for a broader audience. These tools also improve transparency and offer visual, interactive formats that help the public and stakeholders better understand proposed plans, programs, and projects. Engaging the public earlier in the planning process can help minimize project delays and reduce staff time and costs.

Strategic Highway Network (STRAHNET)/U.S. Department of Defense (DOD) Coordination - Work Element 7.1

Metropolitan planning organizations and state departments of transportation are encouraged to coordinate with representatives from the Department of Defense (DOD) during the transportation planning and project programming process to address infrastructure and connectivity needs along STRAHNET routes and other public roads serving DOD facilities. According to the Declaration of Policy in 23 U.S.C. 101(b)(1), it is in the national interest to accelerate the construction of the Federal-aid highway system, including the Dwight D. Eisenhower National System of Interstate and Defense Highways, due to the inadequacy of many routes to support national and civil defense needs.

DOD facilities—such as military bases, ports, and depots—are critical to national security. The road networks that connect to these facilities are essential for the movement of personnel and equipment during both peace and wartime. The Strategic Highway Network (STRAHNET) is a 64,200-mile system of public highways that includes all 48,482 miles of the Interstate System, 14,000 miles of other key public highways, and approximately 1,800 miles of connector routes linking over 200 military installations and ports to the main network.

In addition to national security functions, DOD facilities often serve as major regional employers, generating significant commuter and freight traffic that impacts local and regional transportation networks. Stakeholders are encouraged to review STRAHNET maps and recent Power Project Platform (PPP) studies, which offer valuable insights for transportation planning in areas connected to these critical routes.

Federal Land Management Agency (FLMA) Coordination

Metropolitan planning organizations and state departments of transportation are encouraged to coordinate with Federal Land Management Agencies (FLMAs) during the transportation planning and project programming process to address infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to federal lands. Through joint coordination, state DOTs, MPOs, Tribal governments, FLMAs, and local agencies should work to integrate their transportation planning efforts and develop comprehensive long-range transportation plans, programs, and corridor studies. These efforts should align with transportation plans and programs developed by the Office of Federal Lands Highway.

Agencies should explore opportunities to leverage transportation funding to support the access and mobility needs of federal lands before projects are programmed in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP). Each state is required to consider the concerns of FLMAs that have jurisdiction over land within its boundaries, in accordance with 23 CFR 450.208(a)(3). Similarly, MPOs must ensure appropriate involvement of FLMAs in the development of the metropolitan transportation plan and TIP, as stated in 23 CFR 450.316(d).

In addition, TIPs developed under the Tribal Transportation Program, Federal Lands Transportation Program, and Federal Lands Access Program must be included in the STIP—either directly or by reference—following approval, as outlined in 23 U.S.C. 201(c) and 23 CFR 450.218(e).

Planning and Environment Linkages (PEL)

State departments of transportation, metropolitan planning organizations, and public transportation agencies are encouraged to implement Planning and Environment Linkages (PEL) as part of the transportation planning and environmental review processes. PEL is a collaborative and integrated approach to decision-making that incorporates environmental, community, and economic goals early in the planning process. It uses information, analysis, and products developed during planning to inform the environmental review process.

By fostering early coordination among planning, resource, and regulatory agencies, PEL helps build interagency relationships and supports more efficient project delivery. This approach minimizes duplication of efforts and creates a cohesive flow of information, ultimately leading to transportation programs and projects that better serve community needs while reducing impacts on human and natural resources.

Data in Transportation Planning

To address the emerging areas of data sharing, data needs, and analytics, state departments of transportation, metropolitan planning organizations, and public transportation providers are encouraged to incorporate data-sharing practices and considerations into the transportation planning process. Data assets provide value across multiple programs and can inform a wide range of planning efforts, including freight, bicycle and pedestrian planning, equity analyses, curb space management, performance management, travel time reliability, connected and autonomous vehicles, mobility services, and safety initiatives.

Establishing and advancing data-sharing principles and strong data management practices supports the efficient use of resources and enables more informed policy and decision-making at the state, regional, and local levels.

6. MPO Planning Factors

MPO Planning Factors are presented in the following table. The tasks contained in this UPWP aim to incorporate the national planning framework as follows:

FY 2026 UPWP Work Elements	Planning Factors									
Administration	Economic Vitality	Safety	Security	Accessibility/Mobility	Enhance/Protect Environment	Integration/Connectivity	Management and Operation	Preservation	Resiliency/Reliability/ Mitigation	Enhance Travel and Tourism

	1.1 Program Coordination	✓			✓	✓	✓	✓	✓			Item 2.
	1.2 Training & Employee Education	✓				✓						
	1.3 Unified Planning Work Program					✓	✓	✓		✓		
	Public Involvement											
	2.1 Community Outreach/Education	✓	✓	✓	✓	✓						
	Transportation Data Collection & Analysis											
	3.1 Socioeconomic Data / Environmental Justice							✓	✓			
	3.2 Land Use Monitoring		✓	✓		✓		✓	✓	✓		
	3.3 Transportation Surveys, Model & Analysis		✓	✓		✓		✓	✓	✓		
	3.4 Environmental Justice/Title VI			✓	✓	✓		✓				
	3.5 GIS Development & Applications							✓				
	Transportation System Planning											
	4.1 Long Range Plan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	4.2 Congestion Management		✓	✓	✓		✓			✓	✓	
	4.3 Intermodal Planning	✓	✓	✓	✓	✓	✓			✓	✓	
	4.4 Air Quality				✓	✓			✓			
	4.5 Complete Streets	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
	Public Transit/Paratransit											
	8.1 Program Support and Administration	✓				✓		✓	✓	✓		
	8.2 Long-Range Transportation Planning (System Level)	✓				✓		✓	✓	✓		
	8.3 Short-Range Transportation Planning	✓				✓		✓	✓	✓		
	8.4 Transportation Improvement Plan	✓				✓		✓	✓	✓		
	Performance-Based Planning											
	6.1 Performance-Based Planning	✓	✓	✓	✓	✓	✓	✓	✓	✓		
	Transportation Improvement Program											
	7.1 Transportation Improvement Program						✓	✓	✓			

7. 2050 Metropolitan Transportation Plan (MTP) Goals and Objectives

The table below shows the ARTS Future Mobility 2050 MTP goals, objectives, and planning emphasis areas to address regional transportation issues/priorities.

2050 MTP GOALS AND OBJECTIVES	PLANNING EMPHASIS AREAS
1. Reduce Traffic Congestion and Delay - Promote strategies to reduce traffic congestion and delay.	• Maximize existing transportation facilities through active management and integrated systems in real time. • Implement projects that improve street network connectivity to provide alternative routes and increase system redundancy. • Continue to implement and promote strategies and policies such as Transportation Demand Management (TDM), public transit, and alternative transportation modes to reduce demand for single-occupant motor vehicle travel. • Support regional connectivity and ridesharing through investment in intercity bus service, intercity bus facilities, and commuter vanpools.
2. Mobility, Accessibility & Connectivity - Promote strategies that improve mobility, accessibility, and connectivity for all users of the transportation network including public transit and non-motorized modes.	• Prioritize transportation improvements that support access to the urban core. • Increase access, expand, and improve the reliability of public transportation. • Promote investment in infrastructure for non-motorized modes such as bicycles and pedestrians.
3. Safety & Security - Improve traffic safety and improve the security of transportation systems.	• Reduce the number and severity of crashes, injuries, and fatalities across all modes by coordinating safety improvements with planning initiatives. • Reduce the vulnerability of existing transportation infrastructure to natural disasters by supporting the development of regional preparedness plans. • Continue to educate all users of the transportation network on safety and sharing the road.
4. Maintenance and System Preservation - Maintain and preserve the existing transportation system to provide safe and reliable movement of persons and goods/freight.	• Adequately fund routine maintenance and rehabilitation of roadways, pavement, and bridges. • Provide viable public transportation options to meet daily travel needs. • Monitor and manage transportation assets to prioritize improvements.

5. Economic Vitality - Enhance the economic vitality of the region and promote job opportunities.	• Provide transportation linkages to employment, business, retail activity, and other activity centers. • Address the needs of the local freight industry and the intermodal movement of goods via rail and truck. • Promote investments in transportation facilities that provide access to tourist destinations. • Enhance the visual appeal of transportation facilities.
6. Environmental Stewardship - Enhance the social and environmental fabric of the region.	• Minimize disruption or displacement of residential or commercial areas from restructured or new transportation facilities. • Minimize impact on environmental resources, wetlands, wildlife, historic properties, and water quality. • Reduce mobile emissions and meet air quality standards with projects including managed lanes, operational projects, transit, and non-motorized vehicles such as bicycles, and pedestrians. • Serve Environmental Justice populations through direct benefits or access to the project. • Reduce or mitigate the stormwater impacts of surface transportation.
7. Land Use & Transportation Integration - Promote efficient land use and development patterns that improve safety and economic vitality to meet existing and future multimodal transportation needs.	• Provide transportation services that conform with regional and local land use plans. • Control access to conservation or preservation areas to discourage development. • Promote redevelopment of the urban fringe through improved accessibility. • Promote the concentration of future employment and other activity centers along existing and planned major travel corridors. • Preserve and enhance the natural and built environments through context-sensitive solutions that exercise flexibility and creativity to shape effective transportation solutions. • Protect adequate rights-of-way in newly developing and redeveloping areas for pedestrian, bicycle, transit, and roadway facilities.
8. Financial Feasibility - Develop a financially and politically feasible plan and gain broad support by increasing the safety and security of the transportation system for all users.	• Prioritize projects with high project readiness and available funding.
9. Effective Engagement and Coordination - Promote effective public and stakeholder engagement and coordinate strategies throughout the planning process.	• Foster coordination with local, state, and federal partners to implement community priorities. • In partnership with local communities, equitably and strategically focus resources in areas of need and importance.

8. Transportation Planning Priorities

The 2050 MTP identified specific priorities for regional transportation through Travel Behavior Surveys conducted during the planning process. These priorities reflect the plan's goals and are important to improving the ARTS planning area's transportation system. The following priorities align with the overall vision and goals of the 2050 MTP:

2055 Metropolitan Transportation Plan (MTP) – the 2050 MTP update was completed in September 2020. The staff made the necessary updates in response to changing transportation needs and priorities and conform to the transportation planning regulations. The consultant (WSP USA Inc.,) completed the update and its various components, including the Freight Plan update, the Bicycle and Pedestrian Plan update, and the Project Prioritization and Performance-Based Planning Measures as required by the FAST Act. ARTS staff will begin taking steps to complete the 2055 MTP.

Corridor Planning - The purpose of corridor planning is to analyze traffic and travel conditions along major transportation corridors and sub-areas and develop impact and land use patterns on existing and future transportation systems. It also determines the potential growth, traffic flow, safety, multimodal mobility, and transportation infrastructure needs for short- and long-term improvements. The important study themes are to reduce/mitigate congestion, improve traffic flow, and traffic safety; increase mobility during peak travel times; optimize the relationship between land use and transportation; access management; complete streets; enhance multimodal systems and connectivity; evaluate existing and future travel; and analyze the need and location for intersection improvements.

Public Transportation – The MPO and local transit providers are challenged to increase the use of public transportation in an era with land use patterns that encourage strip development and urban sprawl. Furthermore, the MPO is also mandated to improve accessibility for the elderly, retirees, and veterans with limited personal budgets. Providing transportation services for the disabled and the Environmental Justice (EJ) population groups to meet the demand for medical trips and workforce development continues to be a priority through the development of a Coordinated Human Services Plan (CHSP). The ARTS transportation planning staff will continue to strive to provide access to essential services for low-income, minorities, Environmental Justice populations, seniors, and individuals with disabilities through better utilization of Federal Transit Administration (FTA) Section 5310 funds to support mobility management and enhance transit service provided by the Lower Savannah Council of Governments (LSCOG). The continued use of paratransit services within the 0.75-mile buffer along fixed routes will be expanded by the new GIS address database. Both programs support regional transit improvements and the regional model of cooperation.

During FY 2025, ARTS staff continued ongoing FTA grant administration for Section 5310, provided technical support to the Transit Citizens Advisory Committee (TCAC), and assisted Augusta Transit (AT) with developing an implementation strategy for transit service improvements identified in the Comprehensive Operations Analysis (COA) Report completed in 2018. Other ongoing tasks related to public transit include transit asset management and the monitoring of transit ridership and service operation data to develop performance measures and setting of targets. ARTS will also work with AT, LSCOG Central Savannah River Area – Agency on Aging, and other social service agencies to address transit issues for the elderly and persons with disabilities through the implementation of the CHSP.

Performance-Based Planning – The integration of performance management concepts into federally required transportation planning and programming processes involves using data to support both long-range and short-range investment decision-making. The FAST Act established National Performance Goals for federal highway programs, which include safety, infrastructure condition, congestion reduction, system reliability, freight movement, economic vitality, environmental sustainability, and reducing project delivery delays.

Within the ARTS MPO, safety performance measures provided by the Georgia Department of Transportation (GDOT) and South Carolina Department of Transportation (SCDOT) are adopted annually by the end of February. The ARTS MPO has also collaborated with GDOT and SCDOT on the continued development of future performance measures related to roads and bridges, highway asset management, system performance, and MPO coordination. Performance-Based Planning and Programming (PBPP) measures will be incorporated into the 2050 Metropolitan Transportation Plan (MTP) and updates to the Transportation Improvement Program (TIP) as additional performance data becomes available from GDOT and SCDOT.

Coordinating Land Use and Transportation – Coordinating land use and transportation improvements is an important task, given expected regional development patterns. In FY 2026, ARTS continued to collect certificates of occupancy for residential and commercial developments to track land development and update the GIS spatial analysis and maps. ARTS will continue these tasks and work with Aiken County, Edgefield County, and Columbia County, and the MPO cities to improve data collection, analysis, and reporting. This data analysis is part of the Regional Transportation System GIS Database. ARTS will continue efforts to develop an annual growth trend report to support socioeconomic demographic data updates for travel modeling.

In FY 2026, the MPO will work closely with local planning and development organizations to monitor updates to land use plans; review site plans for regional models for existing or future traffic generators; utilize area zoning maps to update the existing regional land use map; develop a future regional land use map and spatial analysis; develop and promote best land-use practices that support sustainable development; and reduce transportation impacts and enhance land use and transportation integration near employment/retail/commercial activity nodes along regional transportation corridors.

ARTS will identify feasible redevelopment alternatives to strip development that enhance opportunities for redevelopment along regional corridors and other highway improvements included in the TIP. Coordinating land use and transportation is an important component of the MTP since it provides an opportunity to analyze the effects of growth, develop policy responses to regional issues, and determine the demand for public facilities. Additionally, coordinated land use and transportation enables local, regional, and federal agencies to address access management, right-of-way concerns, utilities, and stormwater issues using common expectations about future growth and development.

Intermodal Connections and Safety – Due to the presence of at-grade railroad crossings on roads throughout the ARTS planning area, there are many opportunities for conflicts between trains, vehicles, and alternative modes of transportation. Cooperation between the railroads, transportation agencies, and local governments is pertinent in resolving this long-term problem and improving traffic safety. ARTS staff will continue to work with the Citizens Advisory Committee (CAC), Technical Coordinating Committee (TCC), Policy Committee (PC), and Chambers of Commerce to identify key stakeholders from railroad companies, trucking, other freight interest groups, and large industries to encourage participation and integration in the metropolitan planning process.

9. Fiscal Year 2025 - Highlights and Accomplishments

- Adoption of the FY 2025 UPWP
- Commenced preparation of FY 2026 UPWP
- Commenced preparation of 2055 MTP
- Commenced preparation of CMP
- Commenced preparation of FY 2027 – 2033 TIP
- Adoption of the Regional Freight Plan Update
- Executed 2050 MTP – Amendments, Transit Capital Program of Projects (POP), updated Performance Measures to align with 2050 Transportation Goals and Congestion Management System (CMS)

- FY 2024-2033 Transportation Improvement Program modification and amendments
- Established Performance-Based Planning – Safety and Public Transit Performance Measures
- Submitted the Title VI FHWA Monitoring report & Title VI FTA Monitoring report
- Awarded GDOT FY 2025 Planning Grant
- Submitted GDOT FTA 5303 Planning Grant application for FY 2026
- FTA 5310 grant application approval
- Updated Online Interactive Public Forum – ARTS TIP/MTP Interactive Transportation Projects
- Completed the ARTS Traffic Safety Improvement Report – semi-annual update
- Updated the list of Administrative Modifications in TIP and MTP
- Completed FY 2026 Annual Obligated Projects
- ARTS MPO Environmental Protection Agency (EPA) Path Forward report
- Received the certification of the planning process from FHWA & FTA on October 4, 2024.
- FY25 Call for Projects allowing the MPO jurisdictions to fund their transportation priorities.

10. Other Planning Studies Underway or Recently Completed

ONGOING AND FUTURE PLANNING STUDIES FOR THE ARTS AREA		
NAME	DESCRIPTION	DATE COMPLETED/ADOPTED
Special Studies – 2055 Metropolitan Transportation Plan update	The ARTS MPO will solicit consultants to develop the 2055 MTP. MPO staff will update SE data for the regional travel model; and procure consultants.	Work will be performed in FY 2024 -2026; expected to be completed on or before September 2025
Special Studies – Congestion Management Process Update	Augusta Planning and Development Department (APDD) will solicit consultants to update the CMP, conduct the CMP Monitoring Report, and develop a Project Prioritization Process.	The project will begin in FY 2024, expected to be completed in July 2026

WORK ELEMENT 1 – ADMINISTRATION

TASK 1.1 - Program Coordination

Purpose: Complete all the basic activities needed to coordinate the work of ARTS participants and ensure compliance with all federal and state requirements.

Previous Work

1. Coordinated work among study participants, governments, and citizens; including agenda items for ARTS South Carolina Policy Subcommittee.
2. Updated and monitored staff work program for APDD to reflect UPWP tasks.
3. Organized ARTS Committee agenda and meetings.
4. Prepared minutes for the CAC, TCC, and PC meetings held bi-monthly.
5. Approved meeting minutes from previous meetings and approval during each meeting.
6. Updated the TCC, CAC, and PC bylaws and membership lists.
7. Updated the meeting calendar, current TIP, and UPWP.
8. Prepared and submitted progress reports with quarterly requisitions and a year-end progress report for reimbursement.
9. Completion of the 2024 TMA Certification.

FY 2026 Work Activities and Schedule: Activities under this work element include, but are not limited to the following:

ACTIVITY	EXPECTED COMPLETION DATE
1. Coordinate work among study participants, governments, and citizens.	Monthly & Quarterly FY 2026 Quarterly reports are due on the 15th day following the last day of the month. Quarterly reports are due by the 30th day following the last day of the month for ARTS-South Carolina.
2. Monitor the work program schedule.	
3. Provide progress reports to all ARTS committees.	
4. Organize ARTS Committee meetings and prepare minutes of those meetings.	
5. Update the ARTS Policy and Procedures Manual and ARTS committees' membership list.	
6. Travel to meetings with ARTS participants, as well as other transportation-related meetings or conferences.	
7. Amend the transportation planning process in response to changes in federal laws and regulations.	
8. Submit progress reports with quarterly requisitions and a year-end progress report with the final requisition.	
9. Implement a Continuity of Operations Plan (COOP) for ARTS and identify gaps and areas needing improvements to ensure continuous operations in the event of a catastrophe.	Schedule TBD to coincide with County Emergency Management Agency (EMA) training or drills
10. 2025 Financial SEFA Report (Grant Reconciliation)	February 28, 2026
11. Finalize ARTS Memorandum of Understanding, Bylaws, and Committee Structure	July 2025 – June 2026

Work Schedule: July 1, 2025 - June 30, 2026

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$52,000.00	\$13,000.00	\$65,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$6,000.00	\$77,200.00	\$83,200.00
ACPDD (SC PL Match)	\$1,500.00	\$19,300.00	\$20,800.00
TOTAL	\$7,500.00	\$96,500.00	\$104,000.00

TASK 1.2 - Training & Employee Education

Purpose: Expand the working knowledge of transportation planning methods, tools, techniques, and procedures of the staff members involved in ARTS activities.

Previous Work

- Staff participated in conferences and work sessions sponsored by the Georgia Chapter of the American Planning Association (GAPA), the Georgia Association of Metropolitan Planning Organizations (GAMPO) Conference, the Association of Metropolitan Planning Organizations (AMPO), the Georgia Transit Administration Annual and Fall Conferences, and the American Planning Association (APA) Conference.
- Staff also attended workshops and stakeholder meetings sponsored by FHWA, GDOT, SCDOT, FTA, and the bi-annual GAMPO conferences.

FY 2026 Work Activities and Schedule

- Attend transportation planning-related webinars, seminars, conferences, and meetings as opportunities arise.
- Participate in educational opportunities related to topics covered by other work elements in the UPWP. Examples include GDOT training classes, the annual GAMPO conference and work session, FHWA workshops and National Transit Institute (NTI) training courses, the annual South Carolina MPO/Council of Governments (COG) conference, the annual American Planning Association (APA) Conference – SC Chapter, the Annual Training Conference sponsored by TASC and mandatory continued education for planning staff as required by the South Carolina State Legislature.

ACTIVITY	EXPECTED COMPLETION DATE
1. 2026 Georgia Chapter of APA Fall Conference	Sept/Oct 2025
2. 2026 APA National Conference	April 2026
3. South Carolina American Planning Association Conference	Fall 2025
4. Association of Metropolitan Planning Organizations (AMPO) Conference	September 2025
5. Meetings/Workshops with GDOT, SCDOT, and FHWA	On-Going
6. In-house MPO staff training (NHI Courses, ESRI, etc.)	On-Going
7. Georgia Transit Administration Annual and Fall Conferences	November 2025

ACTIVITY	EXPECTED COMPLETION DATE
8. Esri User Conference	July 2025

Work Schedule: July 1, 2025 - June 30, 2026

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$48,000.00	\$12,000.00	\$60,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTAL
FHWA (SC PL)	\$0.00	\$12,000.00	\$12,000.00
ACPDD (SC PL Match)	\$0.00	\$3,000.00	\$3,000.00
TOTAL	\$0.00	\$15,000.00	\$15,000.00

TASK 1.3 - Unified Planning Work Program

Purpose: The Unified Planning Work Program (UPWP) defines all ARTS planning activities undertaken in any fiscal year. The UPWP identifies the various agencies that will perform each activity and determines sources of funding for study activities. This document is prepared in conformance with Federal regulations.

Activities involved in preparing the UPWP include a review of planning issues; the development of goals and objectives to address those issues; and the development of planning programs that coincide with the stated goals and objectives. The planning programs must be assigned to the proper study participants and funding must be secured.

Previous Work

1. FY 2026 UPWP was approved on May 22, 2025 (tentatively).
2. Tracked and documented UPWP work activities, budget, and expenses to produce quarterly reimbursement reports and performance reports.

FY 2026 Work Activities and Schedule: The following activities will be undertaken by the Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), and Lower Savannah Council of Governments (LSCOG) in developing the UPWP:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Modifications and amendments to the FY 2026 UPWP	As Needed
2. Start Draft of FY 2027 UPWP	September 2025
3. Complete Draft of FY 2027 UPWP	March 2026
4. Submit the draft to Federal, State, and Local agencies for comments	March 2026
5. Incorporate comments from reviewing agencies & other stakeholders	April 2026
6. E-mail revised Draft FY 2027 UPWP to state and federal agencies	May 2026
7. E-mail revised Draft FY 2027 UPWP to CAC/TCC/PC	May 2026
8. SC TCC endorses Final FY 2027 UPWP	April 2026
9. Policy Subcommittee endorses Final FY 2027 UPWP	May 2026
10. CAC /TCC endorses Final FY 2027 UPWP	May 2026
11. PC endorses Final FY 2027 UPWP	May 2026
12. Complete Resolution of Final FY 2026 UPWP	May 2025
13. Endorsement by GDOT	May 2025
14. Endorsement by FHWA/FTA	June 2025
15. E-Mail Final FY 2026 UPWP to state and federal agencies	June 2025

Work Schedule: July 1, 2025 - June 30, 2026

Product(s): FY 2026 ARTS Unified Planning Work Program (UPWP)

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$28,000.00	\$7,000.00	\$35,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$2,000.00	\$2,800.00
ACPDD (SC PL Match)	\$200.00	\$500.00	\$700.00
TOTAL	\$1,000.00	\$2,500.00	\$3,500.00

WORK ELEMENT 2 – PUBLIC INVOLVEMENT

TASK 2.1 - Community Outreach/Education

Purpose: Provide information to ARTS participants and the public about the transportation planning process; respond to requests for information from the public; and foster valuable public input into all transportation plans, programs, and projects.

Public involvement is an integral part of the success of the regional transportation planning process. The ARTS Public Participation Plan was adopted by the Policy Committee on June 4, 2007, and amended on September 6, 2012, December 7, 2017, and July 22, 2021. The Plan guides community outreach, education, and public input into the regional transportation planning process. It also includes the steps to be taken to consult with other interested parties that have a stake in the transportation planning process. A variety of outreach and educational techniques are employed to obtain public input including, but not limited to, publicizing proposed changes to ARTS documents through multiple media platforms.

Previous Work

1. Distributed ARTS meeting agendas to stakeholders and all area media outlets.
2. Responded to requests for information/interviews from media outlets (print, TV, and radio).
3. Provided regular feedback to CAC on issues and concerns
4. Provided opportunities for public involvement for reviews and comments on amendments to the TIP, 2055 MTP, and Freight Plan per the procedures in the ARTS Public Participation Plan.
5. Published and distributed the ARTS newsletter.
6. Distributed ARTS information at other public meetings.
7. Updated the MPO website regularly with information on ARTS meetings, plans, and special studies.
8. Provided technical support to the TCAC of Augusta Transit.
9. Evaluated the effectiveness of existing public involvement techniques.
10. Responded to requests for information from the public and other stakeholders.
11. Developed a process to quantify public engagement strategies.
12. Completed 4 public meetings for the Regional Freight Plan.
13. Completed 2 public meetings for the 2055 MTP Update.
14. Developed a new QR code and portal for citizens wanting to receive ARTS MPO updates and notices.

FY 2026 Work Activities and Schedule: During this program year, the MPO staff will implement the strategies in the ARTS Participation Plan. Anticipated public outreach opportunities include the following:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comment periods for amendments and the annual update of the TIP. Prepare meeting summaries and respond to public questions.	As Needed
2. ARTS Newsletter publication and dissemination.	Bi-Annually
3. Placement of ARTS MPO documents in local libraries in the study area as reference periodicals.	On-Going
4. Prepare public notices, flyers, press releases, and posters for public review /comment periods. Web site updates – Public meeting materials and Online Interactive Public Forum – ARTS TIP/MTP Interactive Transportation Projects.	As Needed
5. Rebranding of the MPO for better public engagement.	On-going
6. Purchase of MPO promotional items for public engagement and involvement.	As Needed

Work Schedule: July 1, 2025 - June 30, 2026

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$35,079.20	\$8,769.80	\$43,849.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$2,000.00	\$16,000.00	\$18,000.00
ACPDD (SC PL Match)	\$500.00	\$4,000.00	\$4,500.00
TOTAL	\$2,500.00	\$20,000.00	\$22,500.00

WORK ELEMENT 3 – TRANSPORTATION DATA COLLECTION AND ANALYSIS

TASK 3.1 - Socioeconomic Data/Environmental Justice

Purpose: Maintain a comprehensive, current socioeconomic database for the transportation planning process. Activities under this work element will focus on maintaining and updating the socioeconomic data needed for the ARTS travel demand model and the provision of essential services to all under-served populations.

The socioeconomic characteristics used in the ARTS travel demand model will be updated and major land-use data will be analyzed to track changes to Traffic Analysis Zone (TAZ) centroids. Environmental Justice (EJ) data is used to assess the impact of transportation projects on all under-served populations. The basic socioeconomic data is aggregated at the traffic zone level. EJ data will be aggregated at the census tract level. The MPO, with assistance from Columbia County, Georgia, will continue to maintain the data for the Georgia portion of the study area. Aiken County and the LSCOG, with assistance from ARTS staff, will maintain the data for the South Carolina portion of the ARTS area. GDOT will continue to maintain the ARTS travel demand model.

Previous Work

1. Requested and compiled annual socioeconomic data estimates, at the county and pertinent city level.
2. Initiated developing a regional GIS database of available data resources for transportation planning.
3. Collected new business licenses, construction permits, and school enrollment data to track employment and retail/commercial and non-retail traffic generators.
4. Began data collection for the Travel Demand Model in preparation for the 2055 MTP.

FY 2026 Work Activities and Schedule: Activities under this work element focus on the socioeconomic data used and entered into the ARTS travel demand model.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Estimate the updated population and housing based on building permit data. Specific dates are July 1st and January 1st.	On-Going
2. Collect educational institution (i.e., school, college, etc.,) enrollment and employment figures and allocate them to TAZs.	March 2026
3. Collect the latest employment estimates and allocate them to TAZs based on known/observed trends.	April 2026
4. Compile the latest Median Household Income Level estimates at the TAZ level.	April 2026
5. Assess the impact of transportation projects on all under-served populations.	As Needed
6. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burden analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2026
7. Produce ARTS MPO Annual Growth Trends Report	April 2026
8. Modifications and data requests for the Travel Demand Model	As Needed

Work Schedule: July 1, 2025 - June 30, 2026

Product(s):

1. Annual Population and Land Development Growth Trends Report.
2. Updated Socioeconomic demographic data by TAZ for 2055 MTP Update

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$24,000.00	\$6,000.00	\$30,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,200.00	\$2,400.00	\$3,600.00
ACPDD (SC PL Match)	\$300.00	\$600.00	\$900.00
TOTAL	\$1,500.00	\$3,000.00	\$4,500.00

TASK 3.2 - Land Use Monitoring

Purpose: Maintain a current land use database for transportation planning processes. The land use information is useful in the annual update of socioeconomic estimates for the study areas.

Planning Factors

1. Increase the safety of the transportation system for motorized and non-motorized users;
2. Increase the security of the transportation system for motorized and non-motorized users;
3. Protect and enhance the environment; promote energy conservation; improve the quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns;
4. Promote efficient system management and operation;
5. Emphasize the preservation of the existing transportation system; and,
6. Improve transportation system resiliency and reliability; reducing (or mitigating) the stormwater impacts of surface transportation.

Previous Work

1. Tracked changes in land use based on the review of subdivision plans, site plans, zoning cases, and building permit activity.
2. Updated socioeconomic data estimates.
3. Continued to compile and update a spatial data analysis for changes in current land use (rezoning), and certificates of occupancy for residential and commercial development.

FY 2026 Work Activities and Schedule: The activity under this work element will include an inventory of present land uses and an examination of future land use trends as necessary to integrate with the transportation planning process.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updated zoning and land use GIS data collected from regional partners. Previous year data archived.	January - March, 2026
2. Update, implement, and monitor the EJ Plan through GIS data analysis and conduct the benefits/burdens analysis relative to transportation improvement projects and capital public transit projects implemented within the MPO area.	April 2026
3. Consolidate data into a single regional land use GIS layer.	April 2026

Work Schedule: July 1, 2025 - June 30, 2026

Product(s)

1. GIS map shape files (all maintained in the transportation system database) and, the Augusta Data Enterprise.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$20,000.00	\$5,000.00	\$25,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$5,200.00	\$5,200.00
ACPDD (SC PL Match)	\$0.00	\$1,300.00	\$1,300.00
TOTAL	\$0.00	\$6,500.00	\$6,500.00

TASK 3.3 - Transportation Surveys, Models and Analysis

Purpose: To promote and encourage traffic safety throughout the ARTS area. To compile and distribute historical and current crash statistics and other data related to traffic safety to the public at large and state and local officials responsible for traffic and transportation safety.

Previous Work

1. Compiled the most current crash data for Aiken, Columbia, Edgefield, and Richmond Counties.
2. Created frequency diagrams and prepared maps for the Traffic Safety Improvement Report (TSIR)
3. Coordinated with GDOT, SCDOT, and the South Carolina Department of Public Safety (SCDPS) in collecting data for crash analysis.
4. Updated a regional GIS map of traffic crash locations.
5. Research different methodologies for completion of the Traffic Crash Analysis by other bi-state MPOs.

FY 2026 Work Activities and Schedule: This work element will be integrated with MTP, Performance-Based Planning, CMP, and TIP.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Data collection for TAZ and 2055 MTP	September 2025
2. Gather crash data from GDOT and SCDPS	September 2025
3. Update Traffic Crash Data Analysis Report	September 2025
4. Sort and compile data into the required format	September 2025
5. Prepare GIS maps to be used in the report	October 2025
6. Prepare a draft Traffic Crash Data Analysis Report	November 2025
7. Present results of the Traffic Crash Data Analysis Report to ARTS committees	January 2026
8. Prepare and publish the final Traffic Crash Data Analysis Report	February 2026

Work Schedule: July 1, 2025 - June 30, 2026

Product(s)

1. ARTS TSIR based on the most current available crash data.
2. Regional GIS map of traffic crash locations and intersections with annual report.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$28,000.00	\$7,000.00	\$35,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$400.00	\$3,600.00	\$4,000.00
ACPDD (SC PL Match)	\$100.00	\$900.00	\$1,000.00
TOTAL	\$500.00	\$4,500.00	\$5,000.00

TASK 3.4 - Environmental Justice / Title VI

Purpose: Identify residential, employment, and transportation patterns for access to essential services for all underserved populations, as defined under Executive Order 12898 and Title VI of the 1964 Civil Rights Act, and address those needs by increasing the partnerships with the organizations that serve them. The Title VI complaint process has been adopted by ARTS and AT. This ensures all individuals the rights and opportunities of those who wish to participate in the department's programs, are given an equal opportunity to participate and/or receive departmental services or benefits. ARTS and AT jointly updated the Title VI Program for Augusta Georgia to comply with FTA regulations and guidance of (49 CFR part 21) per Circular FTA C4702.1 B issued October 1, 2012.

Previous Work

1. Compiled and monitored data and information for EJ Analysis.
2. Developed updates to profile and analysis of different demographic groups based on ethnicity, race, income, disability status, and age, etc.
3. Completed the Title VI Questionnaire required by GDOT.
4. Updated the MPO website to include the FHWA Complaint Process in English, Korean and Spanish.
5. Submission of the 2024 Title VI Update to FTA.

FY 2026 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. FY 2026 Post ARTS studies and reports (e.g. UPWP, TIP, CMP, updates to demographic data and GIS spatial maps) on the MPO website	December 2025 & July 2026
2. Title VI Questionnaire required by GDOT	January 2026
3. Public meeting advertisements and MPO announcements translations (Korean and Spanish).	As Needed

Work Schedule: July 1, 2025 - June 30, 2026

Product(s)

1. Title VI Questionnaire required by GDOT
2. Update Title VI Monitoring Report

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$16,000.00	\$4,000.00	\$20,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$2,400.00	\$2,400.00
ACPDD (SC PL Match)	\$0.00	\$600.00	\$600.00
TOTAL	\$0.00	\$3,000.00	\$3,000.00

TASK 3.5 - GIS Development & Applications

Purpose: Continue the development and maintenance of GIS data and ARTS websites in support of transportation planning activities.

Previous Work

1. Digital and hard-copy maps were created for use in transportation planning and analysis, internal and external meetings, and reports.
2. Existing geospatial and tabular data was updated and used to support performance-based planning related to all modes of travel, congestion management, land-use and transportation data monitoring, traffic safety, bicycle and pedestrian safety, and public transit.
3. Created new geospatial and tabular data to support planning and analysis.
4. Reorganization of the ARTS geodatabase commenced which will consolidate existing geospatial and tabular data into a single database while incorporating new data into the same location.
5. Updated existing ARTS transportation project online map.
6. Met with Augusta IT-GIS staff to discuss the creation of a new ARTS website which features new interactive online maps and dashboards.
7. Enhanced GIS knowledge by utilizing courses offered by ESRI.
8. Increased knowledge of census tools and data through webinars offered by the U.S. Census Bureau.
9. Assisted consultants with data needs for the 2055 MTP, Regional Freight Plan, and Travel Demand Model.

FY 2026 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Create maps for use in transportation planning and analysis.	On-Going
2. Continue redesign of ARTS geodatabase, which contains geospatial and tabular data necessary for mapping and analysis related to construction projects, congestion management, traffic safety, bicycle and pedestrian safety, public transit, freight, and socioeconomic studies.	On-Going
3. Update existing geospatial and tabular data as required for planning and analysis.	FY 2025
4. Create/collect new geospatial and tabular data as required for planning and analysis.	On-Going
5. Update existing geospatial and tabular data as required for planning and analysis.	On-Going
6. Update the existing ARTS transportation project online map.	As needed
7. Purchase computer equipment and software to support transportation planning functions and work tasks pending FHWA and DOT approval.	As needed
8. Update maps based on designated urbanized areas from the 2020 Census.	July 2025
9. Update maps based on the designated Metropolitan Planning Area.	July 2025

Work Schedule: July 1, 2025 - June 30, 2026

Product(s)

1. New and updated digital and hard-copy maps for use in the transportation planning process, internal and external meetings, and publications.
2. New and updated geospatial data in a redesigned geodatabase for use in transportation planning and analysis, including MTP and TIP project locations, CMP corridors, traffic safety, freight, and public transit.
3. New and updated socioeconomic data for use in transportation planning and analysis.
4. Redesigned website with new online maps and dashboards.
5. Update the ARTS transportation project interactive online map.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$36,000.00	\$9,000.00	\$45,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$0.00	\$48,000.00	\$48,000.00
ACPDD (SC PL Match)	\$0.00	\$12,000.00	\$12,000.00
TOTAL	\$0.00	\$60,000.00	\$60,000.00

WORK ELEMENT 4 - TRANSPORTATION SYSTEM PLANNING

TASK 4.1 – Metropolitan Transportation Plan

Purpose: Maintain updates of the ARTS MTP per transportation planning regulations.

The work activities and products in this work element will be coordinated with Work Elements: 2.1 Community Outreach, 3.3 Transportation Surveys, Model and Analysis, 3.5 - GIS Development and Applications, 4.2 - Congestion Management Process, 4.3- Intermodal Planning, and 6.1- Performance-Based Planning.

Previous Work:

1. Updating ARTS 2050 MTP based on amendments, performance targets, financial constraint analysis, and newly identified transportation projects and programs.
2. Procured consultant began updating the 2055 MTP based on recommendations in special studies such as corridor plans, and public transit plans completed during FY 2020 through FY 2024.
3. Staff continued to develop a regional transportation system GIS database to support all transportation planning work tasks.
4. Created a logo, website and survey for the 2055 MTP.
5. Completed stakeholder retreats and first round of public meetings in both Georgia and South Carolina for the 2055 MTP.

FY 2026 Work Activities and Schedule: Any updates and amendments to the 2050 MTP for new transportation projects and/or funding will be considered at the appropriate time during FY 2025. The completion dates in the table below represent dates presented to ARTS PC for approval or adoption.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Updates and amendments to the 2050 MTP for new transportation projects, Program of Projects (POP), funding and performance measures, and targets.	As Needed
2. Update Performance Measures to align with 2050 MTP Goals and Objectives.	As Needed
3. Update the List of Amendments and Administrative Modifications to MTP.	As Needed
4. Identify stakeholders with bicycle/active transportation interests.	On-Going

2055 Metropolitan Transportation Plan Update – Consultant Services

The purpose of the MTP is to promote a safe and efficient transport system to serve future year transportation needs. To meet this objective the MTP must be the result of a continuing, cooperative, and comprehensive (3C) transportation planning process. The MTP as a comprehensive performance-based multimodal transportation plan for the ARTS area documents and assesses multimodal transportation facilities, services, financial, and policy needs for 25 years (2025 – 2055). Work activities and schedule presented below will be completed by a consultant and show activities that begin in FY 2024 and will conclude in FY 2025. The 2055 MTP is required to be adopted by September 2025.

Previous Work:

1. ARTS Committee's approval of GAMPO Application – March 2023
2. Submit Application and PC Resolution to GAMPO PL Committee – March 2023
3. March 2023 GAMPO Presentation/Award – June 2023
4. Augusta Commission Accept Grant – June 2023
5. 2055 MTP Contract routed via DocuSign – March 2024
6. Procurement process started – April 2024
7. RFQ Submission /Consultant Selection - June 2024
8. Augusta Commission Accept Consultant / Contract Signatures
9. Task #1: Project Administration/Project Kick-Off
10. Task #2: Public Involvement, Education, and Outreach (Part 1)

11. Task #3: Data Collection and Development
12. Task #4: Public Involvement, Education and Outreach (Part 2)
13. Task #5: Refine Goals, Objectives, and Measures of Effectiveness/Performance Indicators

FY 2026 Work Activities and Schedule:

1. Consultant and MPO project management	August 2024 – September 2025
2. Task #1: Project Administration/Project Kick-Off	August 2024
3. Task #6: Year 2055 Transportation Needs Assessment/Plan	June 2025
4. Task #7: Financial Resources and Feasibility Plan	July 2025
5. Task #8: Document Preparation, Draft 2055 MTP and Final 2055 MTP	August 2025
6. South Carolina TCC Review and Adopt Final 2055 MTP	July 9, 2025
7. South Carolina Policy Subcommittee Review and Adopt Final 2055 MTP	August 7, 2025
8. TCC & CAC Review and Adopt Final 2055 MTP	September 4, 2025
9. Policy Committee Review and Adopt Final 2055 MTP	September 19, 2025
10. Consultant submits final report and contract closeout	September 27, 2025

Product(s)

- Technical Report #1: Public Participation Strategy, Process and Outcomes
- Technical Report #2: Document review of data about the ARTS multimodal transportation system
- Technical Report #3: Description of the development of goals, objectives, and measures of effectiveness/performance indicators
- Technical Report #4: Robust project prioritization tool/process
- Technical Report #5: Transportation Needs Assessment/Plan
- Technical Report #6: Financial plan which includes a fiscally constrained project list for the final preferred scenario
- Adoption of the 2055 MTP

Work Schedule: July 1, 2024- September 30, 2025

Responsible Agencies: Augusta Planning and Development Department (APDD)

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$40,000.00	\$10,000.00	\$280,000.00	\$70,000.00	\$400,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$4,800.00	\$5,600.00
ACPDD (SC PL Match)	\$200.00	\$1,200.00	\$1,400.00
ACPDD (SC PL Match) – GAMPO	\$0.00	\$200,000.00	\$200,000.00
TOTAL	\$1,000.00	\$206,000.00	\$207,000.00

TASK 4.2 - Congestion Management Process

Purpose: To implement existing congestion mitigation strategies and projects identified in the 2024 CMP Update, MTP, and ARTS Travel Demand Model. This work element will be integrated with Performance-Based Planning.

CMP is an integral transportation planning task in the ARTS planning area. The purpose of the ARTS CMP is to document traffic congestion on major transportation corridors in the study area; identify and implement strategies for reducing or eliminating the congestion, and track and/or program the implementation of congestion mitigation projects. Activities under this work element will include completing the annual traffic congestion data collection and spatial analysis of travel data using the National Performance Management Research Data Set (NPMRDS) and/or HERE data.

Previous Work:

1. Coordination with ARTS partners to create the scope of services and GAMPO application for the 2024 CMP.
2. 1st round of required presentations to ARTS committees in January 2024.
3. GAMPO application submitted to GAMPO PL committee in March 2024 pending signed PC resolution.
4. GAMPO PL committee approved the CMP application on March 25, 2024 pending a signed resolution from the Policy committee.
5. 2nd round of required presentations to ARTS committees in May 2024.
6. Signed resolution submitted to GAMPO PL committee May 16, 2024.
7. CMP Contact Signatures for GAMPO contract March 2025
8. RFQ Development and Finalization April 2025.

FY 2026 Work Activities and Schedule: The MPO will solicit professional consultant(s) to update the CMP and its integration with performance-based planning and the Metropolitan Transportation Plan to meet federal requirements related to the CMP.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Consultant Selection via Procurement Process	May 2025 – July 2025
2. Consultant and MPO project management	July 2025 – July 2026
3. Consultant begins performing Scope of Work Tasks 1, 2 & 3: Task 1: Review and Conduct Assessment of the Existing CMP; Task 2: Research CMP Best Practices Task 3: Develop a Stakeholder and Public Outreach Approach	July 2025 – October 2025
4. Consultant begins performing Scope of Work Tasks 4 & 5 Task 4: Data Collection and Analysis of Existing and Future CMP Transportation System Network Task 5: Analyze Traffic Congestion Problems and Needs	August 2025 – November 2025
5. Consultant begins performing Scope of Work Tasks 5, 6 & 7 Task 5: Analyze Traffic Congestion Problems and Needs Task 6: Review and Refine Goals and Objectives Task 7: Develop Multi-Modal Performance Measures	November 2025 – February 2026
6. Consultant begins performing Scope of Work Tasks 8 & 9 Task 8: Review and Update Existing CMP Strategies Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process	January 2026 – April 2026
7. Public Meeting – Comment Period on CMP	April 2026 – May 2026
8. Consultant begins performing Scope of Work Tasks 10 Task 10: Develop CMP System Performance Monitoring Evaluation	May 2026 – June 2026
9. TCC & CAC Review and Adopt Final CMP	July 1, 2026
10. Policy Committee Review and Adopt Final CMP	July 16, 2026

11. Consultant submits final report and contract closeout

July 31, 2026

Work Schedule: July 1, 2025 – July 30, 2026**Product(s):** Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.

GEORGIA	FHWA (GA PL) – GAMPO	APDD (GA PL Match) – GAMPO	TOTALS
	\$200,000.00	\$50,000.00	\$250,000.00

SOUTH CAROLINA	ACPDD	TOTALS
ACPDD Match – GAMPO	\$115,000.00	\$115,000.00

Work Schedule: July 1, 2025 - June 30, 2026**Product(s):** Complete travel time validation surveys for the ARTS CMP; publish the annual ARTS CMP Report; implement specific congestion management strategies identified in the CMP Report; Update Transportation System GIS Database, traffic volume GIS Map, and current year LOS analyses.**COST ESTIMATES AND PROPOSED FUNDING SOURCES****Agencies responsible for task funding:** Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$52,000.00	\$13,000.00	\$65,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$800.00	\$3,200.00	\$4,000.00
ACPDD (SC PL Match)	\$200.00	\$800.00	\$1,000.00
TOTAL	\$1,000.00	\$4,000.00	\$5,000.00

TASK 4.3 - Intermodal Planning

Purpose: To incorporate bicycle, pedestrian, public transit, freight, and non-motorized transportation planning activities into the overall ARTS transportation planning process. To implement projects that resolve conflicts between modes of transportation, such as rail/highway conflicts, and projects that improve connections and travel alternatives among modes of transportation.

This work element will be used to foster a transportation system that accommodates bicycle, pedestrian, public transit, freight, and other non-motorized means of transportation. Activities under this work element will focus on evaluating the highway and rail conflicts in the ARTS area; addressing the efficient movement of freight; identifying possible solutions to problem locations related to intermodal connections and improving safety for non-motorized travel.

Through the implementation of the Regional Bicycle and Pedestrian Plan, the ARTS transportation system will be more intermodal. This plan will prioritize proposed projects based on numerous factors identified by local stakeholders. The plan recommends local governments strengthen policies related to:

1. Bicycle paths and parking
2. Pedestrian facilities
3. Regional connectivity
4. Bicycle and Pedestrian Safety and Educational Outreach

The implementation of the Regional Bicycle and Pedestrian Plan will be pursued by ARTS MPO committees as projects in the TIP progress through preliminary engineering and all subsequent phases of work during the project implementation.

Previous Work

1. ARTS Regional Freight Plan Update completed by Metro Analytics, Inc.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Education and outreach materials for bicycle and pedestrian safety	February 2026
2. Collect data to create GIS map of Critical Freight Corridors	April 2026
3. Collect and analyze traffic conflicts at railroad crossings	June 30, 2026
4. Modification and Amendments to the Regional Freight Plan	As Needed

Work Schedule: July 1, 2025 - June 30, 2026

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$16,000.00	\$4,000.00	\$20,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$400.00	\$3,200.00	\$3,600.00
ACPDD (SC PL Match)	\$100.00	\$800.00	\$900.00
TOTAL	\$500.00	\$4,000.00	\$4,500.00

TASK 4.4 - Air Quality

Purpose: To monitor relevant air quality data and regulations, restart and coordinate the work of the CSRA Air Quality Alliance (or other regional/local air quality advocacy nonprofit organization), help implement local and regional air quality initiatives, keep local stakeholders informed about air quality issues and participate in air quality training.

ARTS will focus work on efforts to improve Air Quality by increasing access to public transit, connecting public transit to bicycle paths installing bicycle racks in activity centers, and linking public transit to park-and-ride lots throughout the region. Rideshare and carpool programs are being researched to promote and market to regional businesses and universities.

U.S Environmental Protection Agency (EPA) Standard for PM2.5 (Particulate Matter)

On February 7, 2024, the U.S. Environmental Protection Agency (EPA) announced a significant update to the National Ambient Air Quality Standards (NAAQS) for fine particulate matter (PM2.5), commonly known as soot. The EPA reduced the annual health-based standard from 12 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) to 9 $\mu\text{g}/\text{m}^3$. This revision aims to protect millions of Americans from harmful health effects associated with fine particle pollution, including heart attacks and premature death.

In response to the updated standard, the Georgia Environmental Protection Division (EPD) conducted a comprehensive analysis of air quality data across the state. Based on this assessment, the EPD recommended that all Georgia counties be designated as “attainment/unclassifiable” for the revised PM2.5 NAAQS. This designation indicates that the counties either meet the new air quality standards or lack sufficient data for classification.

The EPA’s decision to tighten the PM2.5 standard reflects growing evidence of the adverse health impacts of fine particulate pollution. Studies have shown that even low levels of exposure can lead to serious health issues, particularly among vulnerable populations such as children, the elderly, and individuals with pre-existing health conditions. The revised standard is projected to prevent thousands of premature deaths and yield significant health benefits nationwide. Georgia’s attainment status under the new standard is a positive indication of the state’s air quality management efforts. However, maintaining and improving air quality remains a priority. The Georgia EPD continues to monitor air pollution levels and implement strategies to ensure compliance with federal standards and to protect public health.

It’s important to note that while Georgia currently meets the revised PM2.5 standards, ongoing efforts are essential to address sources of fine particulate pollution, such as vehicle emissions, industrial processes, and other contributors. Continued collaboration between state agencies, industries, and communities will be crucial to sustain and enhance air quality across Georgia.

Previous Work: ARTS staff will continue to monitor and dialogue with industry leaders, regional, state, and local government officials, local school officials, the Bureau of Air Quality with the South Carolina Department of Health and Environmental Control (SCDHEC), local Chambers of Commerce, Economic Development Agencies, and local citizens to stay abreast of and disseminate pertinent information regarding air quality and regional initiatives. Other types of activities undertaken by ARTS staff include:

1. Maintained the ARTS website and updated information about Air Quality from SCDHEC.
2. Distributed Air quality information at special events in the Augusta-Aiken area.
3. Attended, coordinated, and hosted periodic meetings discussing air quality issues.
4. Continued to monitor air quality data and changes in federal air quality regulations.
5. Provided ARTS committees and other stakeholders with regular updates on the Air Quality Alliance and air quality issues and initiatives.

6. Disseminated information on air quality issues and tips for improving air quality through the ARTS newsletter and the ARTS website.
7. ARTS MPO Environmental Protection Agency (EPA) Path Forward report

ARTS staff will attend state Air Quality Summits conducted by SCDHEC and share best practices with other Air Quality Alliances/advocacy groups. These best practices include ways to promote alternative transportation options and energy conservation such as:

1. Carpooling, ridesharing, combining trips, and limiting unnecessary trips;
2. Trip-chaining or combining errands to reduce the daily number of trips;
3. Keeping personal motor vehicles properly maintained, tires properly inflated, and saving electricity;
4. Walking or riding a bike on short trips and avoid driving during peak hours;
5. Don't drive above the speed limit; and, using public transit

FY 2026 Work Activities and Schedule:

ACTIVITIES	EXPECTED COMPLETION DATE
1. ARTS staff will explore participation in the Environmental Protection Agency (EPA) Advance Program (EPA Region 4) to position the region to remain in attainment.	December 2025
2. Prepare a Technical Memorandum on the Review of the EPA Advance Program and ARTS Action steps.	December 2025
3. Participate in local and regional air quality initiatives and activities	On-Going
4. Pursue viable air quality initiatives made available throughout the fiscal year to Aiken County by the SCDHEC	On-Going
5. Monitor relevant air quality data	On-Going
6. Coordinate the work of a localized air quality advocacy group	On-Going
7. Monitor developments related to federal air quality regulations and requirements	On-Going
8. Attend air quality training workshops	On-Going
9. Work with other stakeholders to maintain an air quality action plan and disseminate information to stakeholders in the study area	On-Going

Work Schedule: July 1, 2025 - June 30, 2026

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$16,000.00	\$4,000.00	\$20,000.00

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,600.00	\$3,600.00	\$5,200.00
ACPDD (SC PL Match)	\$400.00	\$900.00	\$1,300.00
TOTAL	\$2,000.00	\$4,500.00	\$6,500.00

TASK 4.5 – Complete Streets (Safe and Accessible Transportation Options)

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process. This work element will be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal of this work element is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area.

Previous Work:

1. ARTS Staff continued work on monitoring current complete street policies and regulations.
2. The ARTS MPO produced a technical report that explored the fundamentals of Complete Streets Policies and the importance of completing street guidelines to support multimodal transportation planning for cities across the U.S.

FY 2026 Work Activities and Schedule:

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor developments related to federal Complete Street Policies and Regulations	Ongoing
2. Attend Complete Street policy training workshops and webinars	Ongoing
3. Performance-Based Project Evaluation- collect and analyze traffic safety data of pedestrian and bicycle safety improvement projects included in the ARTS MPO current Metropolitan Transportation Plan (MTP) and TIP to assess safety improvements	Ongoing
4. Collect and analyze traffic crash reports (vehicle, bike, and pedestrian) and traffic safety conflicts for non-motorized users at arterial roadways	Ongoing
5. GIS Map Audit of existing bike infrastructure	Ongoing
6. Collect and analyze data on the number of transit stops accessible to sidewalks/ curb ramps	Ongoing
7. Review the transit system automated passenger count data report of annual passenger boarding and a light count at existing fixed-route transit stop service areas	Ongoing
8. Development of a Complete Streets prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, or accessibility of a street;	As needed
9. Complete Streets Policy Technical Report	January 31, 2026

Work Schedule: July 1, 2025 –June 30, 2026

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Federal Highway Administration – GA (FHWA GA), and Georgia Department of Transportation (GDOT).

GEORGIA	FHWA (GA SA PL Y410 Funding)	APDD (GA PL Match)	TOTALS
	\$12,796.90	\$0.00	\$12,796.90

SOUTH CAROLINA	USDOT (SC PL)	ACPDD (SC PL Match)	TOTALS
	\$36,575.00	\$0.00	\$36,575.00

WORK ELEMENT 5 - SPECIAL TRANSPORTATION STUDIES

TASK 5.1 – North Augusta Unified Transportation Plan

Purpose: The purpose of the Unified Transportation Plan is to prepare the City of North Augusta to better accommodate both recent development and proposed development in a systematic way for the entire City and surrounding communities. This study proposes to incorporate several recently completed transportation plans and studies to bring large-scale studies to the city scale. The city believes that the inclusion of multi and inter-modal planning is needed to support and accommodate preferred development patterns. In addition to determining the potential growth, traffic flow, safety, multimodal mobility, and transportation infrastructure needs for short and long-term improvements, important study themes include the following:

1. Reduce/mitigate congestion and improve traffic safety
2. Increase mobility during peak travel times
3. Optimize the relationship between land use and transportation
4. Determine the location and feasibility of other multimodal systems and connections
5. Evaluate existing and future travel
6. Analyze the need and location for intersection improvements

This work task's purpose is to hire consultants to conduct the study. The project will include but not be limited to land use development policies, identify access management practices, traffic analysis, capacity analyses, micro-simulation modeling, signal warrants, and concept drawings suitable for presentations to stakeholders, business and property owners, local and state elected officials, and the public. This study will produce recommendations for transportation improvement projects to present to the ARTS MPO committees and SCDOT, as identified.

Study Area: The scope of the study is the City of North Augusta.

Product(s):

1. Unified Transportation Plan outlining the goals and objectives important to the implementation of the plan.
2. A list of potential development regulation practices for continued management of the outlined goals and objectives of the plan.
3. A list of realistic and actionable projects for inclusion in ARTS MPO and SCDOT improvement plans. These projects should be both long and short-range projects.
4. Prioritization of these projects.
5. Identification of funding sources for individual projects.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	\$80,000.00
NAPDD (SC PL Match)	\$20,000.00	\$20,000.00
TOTAL	\$100,000.00	\$100,000.00

TASK 5.2 – US 1 Gateway Study

Purpose:

- Evaluate intersection for improvements related to recent traffic changes
- Evaluate aesthetic improvements
- Create detailed project lists and estimates and rank priority for implementation

Overview: With the recent closure of the Fifth Street Bridge to vehicle traffic, the city proposes to evaluate the effectiveness of the US 278 intersection in and around US 278. The project will review the operation of the intersection, access to and from local subdivisions and associated multi-use connections, and an evaluation of uses for the former Sand Pit Road Extension. Furthermore, the study will evaluate the US 278/Martintown Road/Buena Vista Boulevard intersection. Analysis of the intersection shall include a review of previous concepts, propose any needed updates, include connection to multi-modal improvements, and an evaluation of aesthetic improvements at the intersection.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: North Augusta Planning and Development Department (NAPDD)

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	\$80,000.00
NAPDD (SC PL Match)	\$10,000.00	\$10,000.00
ACPDD (SC PL Match)	\$10,000.00	\$10,000.00
TOTAL	\$100,000.00	\$100,000.00

Product(s):

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

TASK 5.3 – Five Notch Corridor Study

Purpose:

- Evaluate corridor for improvements related to congestion management, potential profile upgrades, multi-modal access, and safety
- Identify intersections in need of improvements
- Create detailed estimates and rank priority for implementation

Overview: Five Notch Road has become a significant corridor as the city continues to grow. With access to the North Augusta Greenway and several proposed developments, the impacts on the corridor will only increase over time. This has resulted in increased safety and multi-modal demands for this corridor. This plan proposes a holistic review of the operation of the road, including provision for pedestrian and bicycle uses and the challenges associated with improving the road. The projects will include a review of existing and potential safety conflicts, intersection redesign, potential widening and profile revisions, and recommendations for improved pedestrian and multi-modal accommodations. These recommended projects will be estimated and ranked.

Termini: The area for the study is the length of Five Notch Road from Georgia Avenue to I-20/Austin Graybill Road.

FUNDING SOURCE	NAPDD	TOTALS
FHWA (SC PL)	\$80,000.00	\$80,000.00
NAPDD (SC PL Match)	\$20,000.00	\$20,000.00
TOTAL	\$100,000.00	\$100,000.00

Product(s):

1. Detailed project plans and estimates for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

Agencies responsible for task funding: North Augusta Planning and Development Department (NAPDD)

TASK 5.4 – US 78 (Charleston Highway) Intersection Analysis

Project Area: The intersection analysis stretches approximately 2.2 miles beginning at Airco Boulevard (S-2018) to Old Tory Trail (S-1669) including the intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), the various connections of Woodward Drive to US 78, and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507).

Overview: US 78 (Charleston Highway) is a primary arterial, which runs through the center of Aiken County. The extent of this study will examine the corridor and its intersections from Airco Boulevard to Old Tory Trail, a segment of approximately 2.2 miles. As a primary route connecting Aiken to Charleston, US 78 serves as a major freight route and evacuation route for the region. The corridor also provides access to Oakwood-Windsor Elementary School, which enrolls approximately 410 students and is the location of the Montmerenci Fire Department. This segment contains three primary intersections, which connect the corridor to Old Tory Trail, Montmorenci Road, Old Barnwell Road, and Old Dibble Road through Woodward

Drive. The corridor also has two connectors to Woodward Drive. These intersections currently experience traffic issues as well as associated safety issues, which should be analyzed to determine what improvements should be made for the corridor to operate safely and efficiently.

Aiken County seeks to retain the services of a qualified traffic engineering consultant to analyze and formulate solutions to improve the function and safety of the US 78 intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), the various connections of Woodward Drive to US 78, and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507).

Project Goals:

- The current study will evaluate the US 78 (Charleston Hwy) intersections at Old Tory Trail (S-1669), Old Barnwell Road (S-113), Montmorenci Road (S-77)/Woodward Drive (C-985), and the segment of Woodward Drive from US 78 to Old Dibble Road (S-507), and the various connections of Woodward Drive to US 78 including present and future conditions and capacity.
- Evaluate the current geometry, site conditions, level of service, turning movements, and pedestrian/bicycle use at each of the specifically described intersections and any other significant intersections within the study area.
- The level of service should be determined for each situation, as well as an evaluation of its operational and safety performance. Options for improvement of the intersection should be set forth to address, at a minimum: location, geometric changes, traffic control and signing improvements, signalization installation, and signal timing and phasing concerning the existing street signals.
- Project future demand and service deficiencies. Evaluate future demand scenarios based on alternative build-out scenarios in the corridor.
- Evaluate current deficiencies and possible corrections, and recommend actions to protect, preserve, and expand intersections and segments.
- Provide real-world sketches/layouts of any geometric recommendations and identify feasibility and constraints that may be associated with implementation.
- Prioritize projects identified during the study based on criteria defined by the project team and stakeholder groups.
- Provide reliable cost estimates and funding mechanisms for all recommendations and options.
- Coordinate with the SCDOT, Office of Planning to determine whether a Feasibility Report is necessary for the proposed projects. Any required Feasibility Reports will be completed within the scope of this analysis.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Aiken County Planning and Development Department (ACPDD)

FUNDING SOURCE	ACPDD	TOTALS
(SC PL)	\$160,000.00	\$160,000.00
ACPDD (SC PL Match)	\$40,000.00	\$40,000.00
TOTAL	\$200,000.00	\$200,000.00

TASK 5.5 – Ascauga Lake Road Corridor Study

Purpose: The purpose of this Corridor Study is to develop a Corridor Management Plan for the entire segment of S-33 (Ascauga Lake Road) that extends from Edgefield Road (US-25) to SC-191 (Canal Street), a distance of approximately 7.5 miles. If deemed feasible, this task will also include a conceptual redesign of the road that identifies ways to improve safety, reliability, and livability, especially for people walking and biking.

More specifically, the Corridor Management Plan will:

- Analyze existing and future capacity, flow, and safety issues with specific attention to through and local traffic, freight traffic, and multimodal facilities;
- Outline an overview of the strengths, weaknesses, and opportunities within the corridor;
- Identify and respond to social justice transportation needs from nearby residential and commercial enclaves;
- Provide analysis and recommendations sensitive to the fluctuating nature of the corridor;
- Recommend elements for an aesthetically pleasing corridor that promotes natural features such as terrain, stream crossings, and man-made features;
- Recommend both transportation and land use improvements;
- Assemble a series of corridor plan alternatives, and select and refine a final corridor vision that can be adopted and implemented;
- Establish criteria to guide the selection process including but not limited to adherence to the vision statement, objectives, a cost-benefit analysis, infrastructure (including utilities), and operational impacts;
- Obtain stakeholder and community input to reach a consensus on roadway design;
- Recommend land use regulations and access management policies.

This work task proposes to hire consultants to conduct a corridor study of the section between Edgefield Road (US-25) and Canal Street (SC-191). The concept plan and report will identify the issues, costs, and actions needed to implement any proposed improvements. Proposed improvements will be presented to the ARTS MPO Committees and the South Carolina Department of Transportation to amend the Metropolitan Transportation Plan (MTP).

Product(s):

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Identification of alternate funding sources, if available.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Aiken County Planning and Development Department (ACPDD)

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$160,000.00	\$160,000.00
ACPDD (SC PL Match)	\$40,000.00	\$40,000.00
TOTAL	\$200,000.00	\$200,000.00

TASK 5.6 – Pine Log Road Corridor Study

Purpose: The purpose of this Corridor Study is to develop a Corridor Management Plan for the segment of Pine Log Road (S-87) and East Pine Log Road (SC-302), beginning at the intersection of Howlandville Road (S-81) and Pine Log Road (S-87), and ending at the intersection of Charleston Highway (US-78) and East Pine Log Road (SC-302), a distance of approximately 6.8 miles. If deemed feasible, this task will also include a conceptual redesign of the road that identifies ways to improve safety, reliability, and livability, for all roadway users including pedestrians and bicyclists.

More specifically, the Corridor Management Plan will:

- Analyze existing and future capacity, flow, and safety issues with specific attention to through and local traffic, freight traffic, and multimodal facilities;
- Outline an overview of the strengths, weaknesses, and opportunities within the corridor;
- Identify and respond to social justice transportation needs from nearby residential and commercial enclaves;
- Provide analysis and recommendations sensitive to the fluctuating nature of the corridor;
- Recommend elements for an aesthetically pleasing corridor that promotes natural features such as terrain, stream crossings, and man-made features;
- Recommend both transportation and land use improvements;
- Assemble a series of corridor plan alternatives, and select and refine a final corridor vision that can be adopted and implemented;
- Establish criteria to guide the selection process including but not limited to adherence to the vision statement, objectives, a cost-benefit analysis, infrastructure (including utilities), and operational impacts;
- Obtain stakeholder and community input to reach a consensus on roadway design;
- Recommend land use regulations and access management policies.

This work task proposes to hire consultants to conduct a corridor study of the segment of Pine Log Road and East Pine Log Road beginning at the intersection of Howlandville Road (S-81) and Pine Log Road (S-87) and ending at the intersection of Charleston Highway (US-78) and East Pine Log Road (SC-302). The concept plan and report will identify the issues, costs, and actions needed to implement any proposed improvements. Proposed improvements will be presented to the ARTS MPO Committees **and the South Carolina Department of Transportation to amend the Metropolitan Transportation Plan (MTP).**

Product(s):

1. Detailed recommendations for specific improvements along SCDOT and local right-of-ways.
2. Ranking of projects based on cost, effort, impact, and feasibility.
3. Feasibility report will be performed for the two highest-ranked projects.
4. Identification of alternate funding sources, if available.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Aiken County Planning and Development Department (ACPDD)

FUNDING SOURCE	ACPDD	TOTALS
FHWA (SC PL)	\$160,000.00	\$160,000.00
ACPDD (SC PL Match)	\$40,000.00	\$40,000.00
TOTAL	\$200,000.00	\$200,000.00

WORK ELEMENT 6 – PERFORMANCE-BASED PLANNING

TASK 6.1 - Performance-Based Planning

Purpose: PBPP refers to the application of performance management principles within the planning and programming processes of transportation agencies to achieve desired performance outcomes for the multimodal transportation system. PBPP attempts to ensure that transportation investment decisions are made – in both the long-term MTP and short-term TIP programming of projects – based on MPO goals and objectives for improving the overall transportation system. The work activities and products in this work element will be coordinated with Work Elements: 2.1- Community Outreach; 3.3- Transportation Surveys; Models and Analysis; 3.5- GIS Development and Applications; 4.1- Metropolitan Transportation Plan; 4.2- Congestion Management Process, 4.3- Intermodal Planning; and. 5.4- Transportation Improvement Program.

The FAST Act established performance measures in seven (7) areas:

1. Safety
2. Infrastructure Condition
3. Congestion Reduction
4. System Reliability
5. Freight Mobility and Economic Vitality
6. Environmental Sustainability
7. Reduced Project Delivery Delays

Furthermore, the FAST Act established performance measures for Public Transit, such as the Transit Asset Management Plan (49 USC Section 625) and the Public Transportation Agency Safety Plan (49 USC Section 5329).

Previous Work

1. ARTS staff worked with Richmond and Columbia Counties to identify traffic data and travel time data from the Intelligent Transportation System (ITS) and NPMRDS and HERE datasets.
2. ARTS staff worked with AT to identify transit system performance data that will be utilized to develop performance measures related to public transit operations.
3. Adoption of FY 2025 Safety Measures from GDOT and SCDOT.
4. Adoption of the 2024 SCDOT STAMP System Performance Report and inclusion in the ARTS 2050 MTP - ADDED
5. Updated Safety Performance Narrative in the ARTS-SC FY 2024-2033 TIP - ADDED

FY 2026 Work Activities and Schedule: The ARTS MPO intends to develop a performance assessment process that encompasses the federally set performance metrics, performance measurements required as part of the CMP, and other, locally relevant performance metrics. The MPO's goal is to develop a system whereby projects will be directly evaluated to determine their effectiveness at meeting regional goals.

ACTIVITIES	EXPECTED COMPLETION DATE
1. State targets reported in baseline report from National Highway System (NHS) & FHWA.	October 2025
2. TAM Performance Measure elements adopted by SC TCC on 10/22/2025	October 2025
3. TAM Performance Measure elements adopted by Policy Subcommittee on 11/20/2025	November 2025
4. TAM Performance Measure elements added to TIP/MTP after 3/2026; adopted by CAC and TCC.	March 2026
5. Include TAM Performance Measure elements in TIP/MTP after 3/2023; adopted by PC.	March 2026

ACTIVITIES	EXPECTED COMPLETION DATE	Item 2.
6. MPO executes updated planning agreements – SCDOT.	January – March 20, 2026	
7. TAM - Submit Asset Inventory and Condition Report to NTD.	January 31, 2026	
8. Pavement, Bridge, System Performance, and Freight – MPO 4-year targets due to GDOT and SCDOT if necessary.	April - June 30, 2026	
9. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 9/2025, adopted by SC TCC.	January 2026	
10. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 09/2025, adopted by Policy Subcommittee.	February 2026	
11. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 9/2025, adopted by CAC and TCC if necessary.	June 30, 2026	
12. Pavement/bridge/system performance/freight Performance Measures added to TIP/MTP after 09/2025, adopted by PC if necessary.	June 30, 2026	
13. Collection, editing, and processing of data for performance measures occurs concurrently with other deliverables: CMS, and Intersection and Traffic Crash Analysis Report.	Data collected throughout FY 2026	
14. Collection and editing of data resources from Federal and state data. Dates are subject to change based on data release dates. National Highway Performance Monitoring System (NHPMS) releases data around October for the previous year.	Data collected throughout FY 2026	
15. Yearly update of Performance Measures with 2050 MTP Goals and objectives. Develop draft Performance Measures Data Matrix, Methodology Summary Report.	February 2026	
16. Coordinate and collaborate with FHWA, FTA, GDOT, SCDOT, and ARTS MPO Committees methodology for data analysis and target setting process.	On-Going	
17. Present GDOT and SCDOT Safety Measures and targets to ARTS MPO committees for approval and adoption by PC.	January 2026	
18. Update documentation of Data collection methodology and final performance measures and targets in coordination with ARTS MPO committees, GDOT, and SCDOT.	On-Going	
19. Public review and comment on performance measures and targets.	As Needed	
20. ARTS Traffic Safety Improvement Report Semi-Annual Update.	December 2025	

Product(s): Updated Performance Measures and Goals Matrix for each transportation mode, highway, freight, public transit, bike and pedestrian, traffic safety, and congestion.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$28,000.00	\$7,000.00	\$35,000.00

SOUTH CAROLINA		APDD	ACPDD	TOTALS
FHWA (SC PL)		\$0.00	\$9,600.00	\$9,600.00
ACPDD (SC PL Match)		\$0.00	\$2,400.00	\$2,400.00
TOTAL		\$0.00	\$12,000.00	\$12,000.00

WORK ELEMENT 7 – TRANSPORTATION IMPROVEMENT PROGRAM

TASK 7.1 - Transportation Improvement Program (TIP)

Purpose: Update the ARTS TIP in conformance with Federal regulations.

This work element involves the annual update of the TIP. The TIP covers a four-year programming period in the Georgia part of the study area and ten years on the South Carolina side. Updates involve the removal of projects that have advanced to construction; the development, or update of project descriptions or cost estimates; and the prioritization of projects. The TIP is developed with public input and is coordinated with other transportation providers. Documentation of the effort is submitted for review and adoption by ARTS committees and goes through a public involvement process.

Previous Work:

1. The ARTS FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP was updated based on amendments and administrative modifications during the previous fiscal year.
2. FY 2025 Call for Projects.
3. Carryover Unobligated Funds Call for Projects.

FY 2026 Work Activities and Schedule: TIP updates and amendments will be integrated with work element 6.1- Performance-Based Planning.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Public comments on FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP Amendments	On-Going
2. Update List of Administrative Modifications and Amendments to FY 2024-2027 (GA) & FY 2024-2033 (SC) TIP	On-Going
3. Solicitation of Transportation Alternatives (TA) Set-aside grant, Surface Transportation Block Grant, and Carbon Reduction applications for Annual Call for Projects	As Needed
4. Prepare FY 2027 -2030 TIP Document general language and Financials	July -December 2025
5. FY 2027 -2030 official financial documentation and allocations from GDOT	July -December 2025
6. Draft sent to GDOT, SCDOT, FHWA, and FTA for review and comment	December 2025
7. CAC/TCC endorse Draft FY 2027- 2030 TIP	January 2026
8. PC endorses Draft FY 2027- 2030 TIP	January 2026
9. Final sent to GDOT, SCDOT, FHWA, and FTA for review and comment	February 2026
10. Public Comment period and meetings	March 2026
11. Approval of the FY 2027- 2030 TIP by the CAC/TCC	May 2026
12. Approval of the FY 2027- 2030 TIP by the PC	May 2026

Product(s):

1. Adopted ARTS FY 2027-2030 (GA) & FY 2024-2033 (SC) TIP
2. Updated ARTS Transportation Improvement Program (TIP).
3. Updated GIS Interactive online map MTP/TIP Maps and GIS attribute database.
4. FY 2026 Call for Projects

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

GEORGIA	FHWA (GA PL)	APDD (GA PL Match)	TOTALS
	\$60,000.00	\$15,000.00	\$75,000.00

Item 2.

SOUTH CAROLINA	APDD	ACPDD	TOTALS
FHWA (SC PL)	\$1,600.00	\$5,200.00	\$6,800.00
ACPDD (SC PL Match)	\$400.00	\$1,300.00	\$1,700.00
TOTAL	\$22,000.00	\$6,500.00	\$28,500.00

WORK ELEMENT 8 FY 2026 – PUBLIC TRANSIT /PARATRANSIT

TASK 8.1 - Program Support and Administration (44.21.00)

Purpose: To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operational reports required by the MAP 21 / FAST Act / Infrastructure Investment and Jobs Act (IIJA) legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight.

Previous Work

1. Grant submission for a three year application for FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
2. Amendment written for FTA Grant SC-2019-002-01 for continued funding.
3. New grant written/approved for a Transit Improvement Study for the BFE.
4. Four (4) outreach events in Aiken County for public input on improved routing of the BFE.

FY 2026 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Update the Annual Title VI Monitoring Report.	August 2025
2. Update socioeconomic demographic GIS data analysis for EJ.	July 202 - March 2026
3. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
4. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
5. Develop UPWP and Georgia 5303 Grant Application.	September 30, 2025
6. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
7. FY 2026 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
8. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
9. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2026
10. FY 2026 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10 th
11. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2025
12. FTA Section 5307 Grant Application SC	November 2025

ACTIVITIES	EXPECTED COMPLETION DATE
13. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2025/2026
14. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
15. Quarterly Reporting for 5303 Planning Services SC	Quarterly
16. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	April 20, 2026
17. Attendance and report presentation to all ARTS Committees SC	Quarterly
18. Applications for Funding to be used as Local Match SC	Annually
19. SCDOT Public Transportation Workshop	September 2025
20. Transportation Association of South Carolina (TASC) conference	September 2025
21. Attendance Georgia Transportation Association (GTA) Conference	November 2025
22. Triennial National Database Sampling – onboard counting of bus riders	Summer 2025
23. Attendance Zero Emission Bus Conference	Summer 2025
24. South Carolina Annual MPO/COG Workshop	TBD
25. National Transit Institute (NTI) webinars	On-Going
26. Assist with Program of Projects (POP) and transit funding tables	On-Going
27. Perform Transit Service Provider Contract Oversight	On-Going
28. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly
29. Attendance at the Community Transportation Association of America Conference	Summer 2025

Product(s)

1. Grant administration activities for FTA Urban Section 5310
2. Submission of a grant application for capital and operating assistance for public transit
3. Preparation of the GA / SC UPWP public transit elements.
4. Various Monthly, Quarterly, and Annual Reports.
5. Attendance and presentation to all three ARTS Committees (each held bi-monthly).
6. Semi-annual DBE Reporting to FTA

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (SEC 5303)	\$57,600.00	\$0.00	\$57,600.00
GA DOT (SEC 5303 Match)	\$7,200.00	\$0.00	\$7,200.00
APDD (SEC 5303 Match)	\$7,200.00	\$0.00	\$7,200.00
FTA (SC SEC 5303)	\$0.00	\$26,040.00	\$26,040.00
LSCOG (SEC 5303 Match)	\$0.00	\$6,510.00	\$6,510.00
TOTALS	\$72,000.00	\$32,550.00	\$104,550.00

TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

Purpose: Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as

part of this task to disseminate the new information. To successfully respond to public transit requirements for Asset Management (TAM) Plans and Safety. To review the 5-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2024.

Item 2.

Previous Work

1. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
2. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
3. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

FY 2026 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
2. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2025 – June 30, 2026
3. LSCOG Updates and Amendments to the MTP SC.	As needed
4. Participate in Performance-Based Planning for the Transit System.	On-Going
5. Enhancements to Public Transit	On-Going

Product(s):

1. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
2. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
3. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
4. Performance Measures – Public Transit
5. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
6. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (GA SEC 5303)	\$76,684.00	\$0.00	\$76,684.00
GA DOT (SEC 5303 Match)	\$9,585.00	\$0.00	\$9,585.00
APDD (SEC 5303 Match)	\$9,586.00	\$0.00	\$9,586.00
FTA (SC SEC 5303)	\$0.00	\$2,000.00	\$2,000.00
LSCOG (SEC 5303 Match)	\$0.00	\$500.00	\$500.00
TOTALS	\$95,855.00	\$2,500.00	\$98,355.00

TASK 8.3 - Short-Range Transportation Planning (44.24.00)

Purpose: To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

FY 2026 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
2. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
3. Marketing of any New or Revised Service	On-Going
4. Respond to Requests for Presentations to the Public or Agencies	On-Going
5. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	February 2026
6. Capital Vehicle Acquisition Planning	February 2026
7. Updates to Transit Asset Management (TAM) Plan	October 2026
8. Safety and Planning Mandate Updates	July – December 2026
9. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
10. Submit transit system performance data reported to NTD.	October 2025
11. Annual NTD Report and Validation Response	January – February 2026

Product(s):

1. Annual Certifications and Assurances
2. TAM Plan Updates
3. Transit section of UPWP Completed
4. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
5. Annual NTD Report

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$42,400.00	\$0.00	\$42,400.00
GA DOT (SEC 5303 Match)	\$5,300.00	\$0.00	\$5,300.00
APDD (GA PL Match)	\$5,300.00	\$0.00	\$5,300.00
FTA (SC SEC 5303)	\$0.00	\$15,960.00	\$15,960.00
LSCOG (SEC 5303 Match)	\$0.00	\$3,990.00	\$3,990.00
TOTAL	\$53,000.00	\$19,950.00	\$72,950.00

TASK 8.4 - Transportation Improvement Program (44.25.00)

Purpose: LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

Previous Work

1. Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

FY 2026 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made it to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2025
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

Product(s):

1. Completed TIP document reviewed and adopted by the ARTS Committees.
2. SCDOT STIP reflecting accurate programming information for Aiken County Transit.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$32,000.00	\$0.00	\$32,000.00
GA DOT (SEC 5303 Match)	\$4,000.00	\$0.00	\$4,000.00
APDD (SEC 5303 Match)	\$4,000.00	\$0.00	\$4,000.00
FTA (SC SEC 5303)	\$0.00	\$4,000.00	\$4,000.00
LSCOG (SEC 5303 Match)	\$0.00	\$1,000.00	\$1,000.00
TOTAL	\$40,000.00	\$5,000.00	\$45,000.00

WORK ELEMENT 8 FY 2027 – PUBLIC TRANSIT /PARATRANSIT

TASK 8.1 - Program Support and Administration (44.21.00)

Purpose: To provide planning and administrative assistance to Augusta Transit (AT) and LSCOG (Lower Savannah Council of Governments). Under this work element, the MPO staff will aid AT and Best Friend Express (BFE) in preparing financial and operational reports required by the MAP 21 / FAST Act / Infrastructure Investment and Jobs Act (IIJA) legislation. Assistance in the preparation of the National Transit Database (NTD) reports will also continue.

Additional administrative assistance will include: Preparing required certifications; Updating annual Title VI assurances; Providing an opportunity for public hearings on grant applications and fare/service changes; Processing procurements involving Federal and State funds; Assisting in planning for transit system capital investments that will lead to increased security for the transit system; Monitoring requirements of the grant process (e.g. labor certifications, third party contracting, bidding, and award process); Developing the Georgia public transportation portion of the Unified Planning Work Program; and providing technical assistance on any transit-related issues facing AT.

LSCOG and their BFE staff will participate in the above-mentioned activities on behalf of their program and will also engage in employee training and education; participation in, and attendance at, ARTS committees; community outreach and marketing events; multiple grant(s) development, writing, and grant administration; grant reporting; Disadvantaged Business Enterprise (DBE) reporting; procurement; service provider contracting and oversight.

Previous Work

5. Grant submission for a three year application for FTA Section 5310 Enhanced Mobility for the Elderly and Disabled Persons for LSCOG.
6. Amendment written for FTA Grant SC-2019-002-01 for continued funding.
7. New grant written/approved for a Transit Improvement Study for the BFE.
8. Four (4) outreach events in Aiken County for public input on improved routing of the BFE.

FY 2027 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
30. Update the Annual Title VI Monitoring Report.	August 2026
31. Update socioeconomic demographic GIS data analysis for EJ.	July 202 - March 2027
32. Conduct public meetings for review and comment period for Program of Projects (POP) related to grant applications and fare increases/service reduction, MTP & and special studies.	As Needed
33. Assist in planning for transit system capital investments that will lead to increased security for the transit system.	As Needed
34. Develop UPWP and Georgia 5303 Grant Application.	September 30, 2026
35. Provide technical transit planning and grant management assistance related to Coordinated Human Services Transportation, ADA accessibility, transit service operational improvements, land use and transportation, transit-oriented development, and other issues.	As Needed
36. FY 2027 FTA 5303 Quarterly Reports to GDOT and SCDOT.	Oct, Jan, Apr, Jun
37. Facilitate MPO committee meetings for transit planning tasks.	Quarterly
38. Prepare split grant funding tables and assist with grant submission for 5307 and 5339 split allocations for AT and LSCOG.	January 31, - April 1, 2027
39. FY 2027 Invoices for Section 5310 Program sent from the MPO to the GDHS contractor for processing.	Monthly by the 10 th
40. Assist with POP and transit funding tables in TIP for AT and LSCOG.	September 30, 2026
41. FTA Section 5307 Grant Application SC	November 2026

ACTIVITIES	EXPECTED COMPLETION DATE
42. Semi-annual Disadvantaged Business Enterprise (DBE) Reporting for Urban Transit Services SC	Dec. & June 2026/2027
43. FTA Required Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) Reporting for Grants in TrAMS SC	Annually
44. Quarterly Reporting for 5303 Planning Services SC	Quarterly
45. State Application to SCDOT for State Mass Transit Funds (SMTF) funding SC	April 20, 2027
46. Attendance and report presentation to all ARTS Committees SC	Quarterly
47. Applications for Funding to be used as Local Match SC	Annually
48. SCDOT Public Transportation Workshop	September 2026
49. Transportation Association of South Carolina (TASC) conference	September 2026
50. Attendance Georgia Transportation Association (GTA) Conference	November 2026
51. Triennial National Database Sampling – onboard counting of bus riders	Summer 2026
52. Attendance Zero Emission Bus Conference	Summer 2026
53. South Carolina Annual MPO/COG Workshop	TBD
54. National Transit Institute (NTI) webinars	On-Going
55. Assist with Program of Projects (POP) and transit funding tables	On-Going
56. Perform Transit Service Provider Contract Oversight	On-Going
57. LSCOG administration of FTA 5310 funding. Monthly ridership report and invoices submitted to the ARTS MPO.	Monthly
58. Attendance at the Community Transportation Association of America Conference	Summer 2026

Product(s)

7. Grant administration activities for FTA Urban Section 5310
8. Submission of a grant application for capital and operating assistance for public transit
9. Preparation of the GA / SC UPWP public transit elements.
10. Various Monthly, Quarterly, and Annual Reports.
11. Attendance and presentation to all three ARTS Committees (each held bi-monthly).
12. Semi-annual DBE Reporting to FTA

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (SEC 5303)	\$61,928.00	\$0.00	\$61,928.00
GA DOT (SEC 5303 Match)	\$7,741.00	\$0.00	\$7,741.00
APDD (SEC 5303 Match)	\$7,741.00	\$0.00	\$7,741.00
FTA (SC SEC 5303)	\$0.00	\$26,040.00	\$26,040.00
LSCOG (SEC 5303 Match)	\$0.00	\$6,510.00	\$6,510.00
TOTALS	\$77,410.00	\$32,550.00	\$109,960.00

TASK 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01)

Purpose: Provide and/or create current data annually that is utilized in the MTP and Analysis. These data sets include Socioeconomic Data/Environmental Justice; Land Use Monitoring; Transportation Surveys, Models and Analysis; GIS Development and Application; long-range transit Planning; Performance-Based Planning; Congestion Management; Air Quality Issues; Public Administration; and Intermodal Planning. Community Outreach and Education are performed as

part of this task to disseminate the new information. To successfully respond to public transit requirements for Asset Management (TAM) Plans and Safety. To review the 5-year planning horizon for the BFE's Transit Improvement Study (TIS) completed in 2024.

Item 2.

Previous Work

4. Developed framework for FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities which included service operation strategy, grant administration, and mobility management for travel training.
5. LSCOG assisted with the development and implementation of the FTA Section 5310 urban program for residents of Aiken County who are 60+ or a person with a disability.
6. Developed GIS mapping for address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.

FY 2027 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
6. Continue assessing the financial capability of AT and BFE and continue to secure other funding sources to implement recommendations from previous planning studies.	On-Going
7. Staff tasks related to 2050 MTP Performance-Based Multimodal Plan Update – Socioeconomic data, GIS analysis, and mapping, community outreach, regional travel demand model for transit.	July 2026 – June 30, 2027
8. LSCOG Updates and Amendments to the MTP SC.	As needed
9. Participate in Performance-Based Planning for the Transit System.	On-Going
10. Enhancements to Public Transit	On-Going

Product(s):

7. ARTS will continue all task activities for FTA Section 5310 Enhance Mobility for Seniors and Individuals with Disabilities, service operation strategy, and regional Coordinated Human Services Transportation Framework.
8. 2050 MTP Performance-Based Multimodal Plan Update – socioeconomic data, land use development data collection and analysis, GIS analysis and mapping, community outreach, regional travel model for transit.
9. Corridor Plans – application of Land use and Access Management and Complete Streets policies to increase transit ridership and ADA safety
10. Performance Measures – Public Transit
11. GIS map and address matching for transit service zones to schedule mobility trips and reservations for ADA complementary trips.
12. To review, study, and assist August Transit in addressing transit-related issues. Issues include safety, bus shelter lighting, and ADA compliance.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTAL
FTA (GA SEC 5303)	\$68,000.00	\$0.00	\$68,000.00
GA DOT (SEC 5303 Match)	\$8,500.00	\$0.00	\$8,500.00
APDD (SEC 5303 Match)	\$8,500.00	\$0.00	\$8,500.00
FTA (SC SEC 5303)	\$0.00	\$2,000.00	\$2,000.00
LSCOG (SEC 5303 Match)	\$0.00	\$500.00	\$500.00
TOTALS	\$85,000.00	\$2,500.00	\$87,500.00

TASK 8.3 - Short-Range Transportation Planning (44.24.00)

Purpose: To perform tasks that are immediate and are reviewed for implementation within the next 3-5 years. LSCOG staff will undertake their required short-range transit planning activities on behalf of Best Friend Express and its paratransit programs. APDD will prepare short-range planning activities on behalf of Augusta Transit. This includes transit program staff preparing the necessary operations reports, periodically evaluating the level of transit service, monitoring requirements of the grant process, preparing the annual update to the Title VI assurances, and assisting in the following year's UPWP.

FY 2027 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
12. Monitor, update, and program grant funds for buses and/or vans for ADA complementary services including the purchase or lease of new transit vehicles accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.	On-Going
13. Participate with ARTS/MPO in a review and update, if needed, of any Regional Human Services Coordination Plan	On-going or as requested by the MPO
14. Marketing of any New or Revised Service	On-Going
15. Respond to Requests for Presentations to the Public or Agencies	On-Going
16. LSCOG Attorney and Executive Director Signatures on Annual Certification & Assurances for FTA	February 2027
17. Capital Vehicle Acquisition Planning	February 2027
18. Updates to Transit Asset Management (TAM) Plan	October 2027
19. Safety and Planning Mandate Updates	July – December 2027
20. Review the Planning Studies for Possible Implementation of Previous Recommendations	On-Going
21. Submit transit system performance data reported to NTD.	October 2026
22. Annual NTD Report and Validation Response	January – February 2027

Product(s):

6. Annual Certifications and Assurances
7. TAM Plan Updates
8. Transit section of UPWP Completed
9. Continued Implementation of the Public Transit Agency Safety Plan (PTASP)
10. Annual NTD Report

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$32,800.00	\$0.00	\$32,800.00
GA DOT (SEC 5303 Match)	\$4,100.00	\$0.00	\$4,100.00
APDD (GA PL Match)	\$4,100.00	\$0.00	\$4,100.00
FTA (SC SEC 5303)	\$0.00	\$15,960.00	\$15,960.00
LSCOG (SEC 5303 Match)	\$0.00	\$3,990.00	\$3,990.00
TOTAL	\$41,000.00	\$19,950.00	\$60,950.00

TASK 8.4 - Transportation Improvement Program (44.25.00)

Purpose: LSCOG will participate with the ARTS MPO in the completion of the TIP and its updates; coordinate with the MPO for the split allocation letters for Section 5307 funding; assist with the additional programming of FTA Section 5339 and 5310.

Previous Work

- Continued assessment of the financial capability of AT and secure other possible funding sources to implement recommendations from the COA.

FY 2027 Work Activities and Schedule

ACTIVITIES	ESTIMATED COMPLETION DATES
1. Prepare and submit to the ARTS MPO the annual updates to the TIP.	As Needed
2. Review SC STIP and follow up with APDD to make sure LSCOG programming has made it to SCDOT. Programming may include but is not limited to sections 5307, 5339, and 5310.	November 2026
3. Update the text in the TIP regarding the Program of Projects and Financial Plan for the BFE transit system.	On-going

Product(s):

- Completed TIP document reviewed and adopted by the ARTS Committees.
- SCDOT STIP reflecting accurate programming information for Aiken County Transit.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Agencies responsible for task funding: Augusta Planning and Development Department (APDD), Lower Savannah Council of Governments (LSCOG), Georgia Department of Transportation (GDOT), and Federal Transit Administration (FTA).

FUNDING SOURCE	APDD	LSCOG	TOTALS
FTA (GA SEC 5303)	\$47,200.00	\$0.00	\$47,200.00
GA DOT (SEC 5303 Match)	\$5,900.00	\$0.00	\$5,900.00
APDD (SEC 5303 Match)	\$5,900.00	\$0.00	\$5,900.00
FTA (SC SEC 5303)	\$0.00	\$4,000.00	\$4,000.00
LSCOG (SEC 5303 Match)	\$0.00	\$1,000.00	\$1,000.00
TOTAL	\$59,000.00	\$5,000.00	\$64,000.00

UNFUNDED PROJECTS

Item 2.

Comprehensive Operational Analysis (COA)

General Scope of Work:

Augusta Transit (AT) seeks a Consultant(s) who can complete a Comprehensive Operational Analysis (COA) to address the following goals and objectives:

1. Assess current route and network structure and recommend changes (service expansion/consolidation, schedule changes, increased frequency, ride check, etc.) to better serve a growing urban population;
2. Recommend future route and network structures to maximize transit reach and ridership potential while optimizing operating costs; and,
3. Recommend proven strategies for increasing ridership through service enhancements and community/industry partnerships.

The study must include detailed transit ridership and cost analysis and incorporate:

- Outreach to stakeholders and the public achieved through a combination of survey(s), social media outreach and inperson meetings
- Analysis of the current transit system in comparison to the proposed improvements for the transit system and the fiscal commitments necessary
- Identification of any unmet mobility needs for passengers' travel
- Incorporate AT's Climate Action Plan goals and the transition to a clean energy revenue service fleet

The Consultant to use the Remix software platform the data and outputs will be retained by AT. The study be completed ideally between 6-9 months at a 12 month maximum.

Responsible Agency: Augusta Transit

Proposed Funding Sources:

FUNDING SOURCE	CCBOC	TOTALS
5307	\$240,000.00	\$240,000.00
Augusta Transit (GA PL Match)	\$60,000.00	\$60,000.00
TOTAL	\$300,000.00	\$300,000.00

Wrightsboro Road Corridor Study

Purpose: Perform a Corridor Study of Wrightsboro Road from Jimmie Dyess Parkway (Georgia State Route 383) to Appling Harlem Highway (Georgia State Route 47). The total length is approximately 11.7 miles (7.6 miles as Georgia State Route 223 and 4.1 miles as Columbia County Road 571). Approximately 8.6 miles lie within the ARTS metropolitan boundary with the remaining 3.1 miles outside of the boundary. The portion of the corridor between Jimmie Dyess Pkwy and Horizon South Pkwy is included in the ARTS Transportation Improvement Program (TIP) under P.I. No 0008348 for FY 2025-2025. The corridor study will be locally sponsored and managed by Columbia County and coordinated with the Georgia Department of Transportation, the City of Grovetown, and the Augusta Regional Transportation Study.

Overview: The 2022 ARTS Growth Trends Report indicates a population increase of 75% in Columbia County over the past two decades (90,000 in 2010 to 156,000 in 2020) with the county responsible for over two-thirds of all growth in the ARTS metropolitan boundary. This population growth is expected to continue as Fort Eisenhower and other major employment centers continue to locate and expand in the region.

The Wrightsboro Road corridor serves volumes in the range of 6,000 to 16,500 vehicles a day. Future traffic and development growth over the next two decades is projected to reach over 20,000 vehicles a day over a majority of the corridor. The section of the corridor under P.I. No 0008348 is expected to widen from 2 to 4 lanes. This study will help to identify the patterns and impacts of future growth to the corridor and confirm the need for widening anticipated in 0008348. The study will also help to establish a timeline for the implementation of additional short and long-term improvements along the corridor.

General Scope of Work:

- Analyze existing conditions, such as field observations, collect traffic data, analyze existing capacity, safety analysis, and environmental screening;
- Perform a needs assessment by developing a vision for the corridor, anticipate future growth patterns, analyze future capacity, and identify corridor needs;
- Develop and test alternatives to reduce project costs, prepare concept layouts, and identify recommendations to include areas of limited access, restricted turn movement of intersections, and preferred intersection control;

Responsible Agency: Columbia County Engineering and Planning Services Divisions (CCBOC)

Proposed Funding Sources:

FUNDING SOURCE	CCBOC	TOTALS
	\$280,000.00	\$280,000.00
CCBOC (GA PL Match)	\$70,000.00	\$70,000.00
TOTAL	\$350,000.00	\$350,000.00

FY 2026 UPWP BUDGET

Figure 3 - FY 2026 UPWP Budget

FIGURE 3 ARTS FY 2026 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 9/3/2025		AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT							COLUMBIA COUNTY ENGINEERING AND PLANNING		AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		AUGUSTA TRANSIT		TOTAL
		FHWA GA PL	APDD MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 FUNDS	SEC 5303 GA STATE MATCH	SEC 5303 APDD MATCH	CCBOC MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 SC PL	SEC 5303 LSCOG MATCH	FHWA SC PL	NAPDD MATCH	AT MATCH			
1.1	Program Coordination/Administration	\$52,000.00	\$13,000.00	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$169,000.00		
1.2	Training/Employee Education	\$48,000.00	\$12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$75,000.00		
1.3	UPWP	\$28,000.00	\$7,000.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$38,500.00		
Subtotal: Program Administration		\$128,000.00	\$32,000.00	\$6,800.00	\$1,700.00	\$ -	\$ -	\$ -	\$ -	\$91,200.00	\$22,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$282,500.00		
2.1	Community Outreach / Education	\$35,079.20	\$8,769.80	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$16,000.00	\$4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$66,349.00		
Subtotal: Public Involvement		\$35,079.20	\$8,769.80	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$16,000.00	\$4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$66,349.00		
3.1	Environmental Justice & Socioeconomic Data	\$24,000.00	\$6,000.00	\$1,200.00	\$300.00	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$34,500.00		
3.2	Land Use Monitoring	\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$31,500.00		
3.3	Transportation Surveys, Models & Analysis	\$28,000.00	\$7,000.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00		
3.4	Environmental Justice / Title VI	\$16,000.00	\$4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$23,000.00		
3.5	GIS Development & Applications	\$36,000.00	\$9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$48,000.00	\$12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$105,000.00		
Subtotal: Data Collection/ Analysis		\$124,000.00	\$31,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$61,600.00	\$15,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$234,000.00		
4.1	Metropolitan Transportation Plan	\$40,000.00	\$10,000.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$4,800.00	\$1,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$57,000.00		
4.2	Congestion Management	\$52,000.00	\$13,000.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$70,000.00		
4.3	Intermodal Planning	\$16,000.00	\$4,000.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$24,500.00		
4.4	Air Quality Issues	\$16,000.00	\$4,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$26,500.00		
4.5	Complete Streets	\$ -	\$ -	\$0.00	\$0.00	\$ -	\$ -	\$ -	\$ -	\$36,575.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$36,575.00		
Subtotal: Transportation System Planning		\$124,000.00	\$31,000.00	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$14,800.00	\$3,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$178,000.00		
5.1	North Augusta Unified Transportation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$ -	\$100,000.00		
5.2	US 1 Gateway Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$10,000.00	\$ -	\$ -	\$80,000.00	\$10,000.00	\$ -	\$100,000.00		
5.3	Five Notch Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$ -	\$100,000.00		
5.4	US 78 (Charleston Highway) Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00		
5.5	Ascauga Lake Road Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00		
5.6	Pine Log Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$200,000.00		
Subtotal: Special Transportation Studies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$480,000.00	\$130,000.00	\$ -	\$ -	\$240,000.00	\$50,000.00	\$ -	\$900,000.00		
6.1	Performance Based Planning	\$28,000.00	\$7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$47,000.00		
Subtotal: Performance Based Planning		\$28,000.00	\$7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$47,000.00		
7.1	Transportation Improvement Program	\$60,000.00	\$15,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$83,500.00		
Subtotal: Transportation Improvement Program		\$60,000.00	\$15,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$83,500.00		
8.1	Program Support and Administration - FY 2026	\$ -	\$ -	\$ -	\$ -	\$57,600.00	\$7,200.00	\$7,200.00	\$ -	\$ -	\$ -	\$26,040.00	\$6,510.00	\$ -	\$ -	\$ -	\$104,550.00		
8.2	Long-Range Transportation Planning - FY 2026	\$ -	\$ -	\$ -	\$ -	\$76,684.00	\$9,585.00	\$9,586.00	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$98,355.00		
8.3	Short -Range Transportation Planning - FY 2026	\$ -	\$ -	\$ -	\$ -	\$42,400.00	\$5,300.00	\$5,300.00	\$ -	\$ -	\$ -	\$15,960.00	\$3,990.00	\$ -	\$ -	\$ -	\$72,950.00		
8.4	Transportation Improvement Program - FY 2026	\$ -	\$ -	\$ -	\$ -	\$32,000.00	\$4,000.00	\$4,000.00	\$ -	\$ -	\$ -	\$4,000.00	\$1,000.00	\$ -	\$ -	\$ -	\$45,000.00		
Subtotal: FY 2026 Public Transit/Paratransit		\$ -	\$ -	\$ -	\$ -	\$208,684.00	\$26,085.00	\$26,086.00	\$ -	\$0.00	\$0.00	\$48,000.00	\$12,000.00	\$ -	\$ -	\$ -	\$320,855.00		
8.1	Program Support and Administration - FY 2027	\$ -	\$ -	\$ -	\$ -	\$61,928.00	\$7,741.00	\$7,741.00	\$ -	\$ -	\$ -	\$26,040.00	\$6,510.00	\$ -	\$ -	\$ -	\$109,960.00		
8.2	Long-Range Transportation Planning - FY 2027	\$ -	\$ -	\$ -	\$ -	\$68,000.00	\$8,500.00	\$8,500.00	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$87,500.00		
8.3	Short -Range Transportation Planning - FY 2027	\$ -	\$ -	\$ -	\$ -	\$32,800.00	\$4,100.00	\$4,100.00	\$ -	\$ -	\$ -	\$15,960.00	\$3,990.00	\$ -	\$ -	\$ -	\$60,950.00		
8.4	Transportation Improvement Program - FY 2027	\$ -	\$ -	\$ -	\$ -	\$47,200.00	\$5,900.00	\$5,900.00	\$ -	\$ -	\$ -	\$4,000.00	\$1,000.00	\$ -	\$ -	\$ -	\$64,000.00		
Subtotal: FY 2027 Public Transit/Paratransit		\$ -	\$ -	\$ -	\$ -	\$209,928.00	\$26,241.00	\$26,241.00	\$ -	\$ -	\$ -	\$48,000.00	\$12,000.00	\$ -	\$ -	\$ -	\$322,410.00		
SUBTOTAL: FY 2026 MPO PL & Local Match		\$499,079.20	\$124,769.80	\$15,600.00	\$3,900.00	\$209,928.00	\$26,241.00	\$26,241.00	\$0.00	\$0.00	\$678,400.00	\$179,600.00	\$48,000.00	\$12,000.00	\$240,000.00	\$50,000.00	\$2,113,759.00		
4.1	Metropolitan Transportation Plan	\$280,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$550,000.00		
4.2	Congestion Management Process Update	\$200,000.00	\$50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$92,000.00	\$23,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$365,000.00		
4.5	Safe and Accessible (V410) Complete Streets	\$12,796.90	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$12,796.90		
SUBTOTAL: FY 2026 GAMPO PL & Local Match		\$492,796.90	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$252,000.00	\$63,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$927,796.90		
N/A	Wrightsboro Road Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$280,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$350,000.00		
N/A	Comprehensive Operational Analysis (COA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$240,000.00	\$60,000.00	\$ -	\$300,000.00		
SUBTOTAL: FY 2026 UNFUNDED PROJECTS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$280,000.00	\$70,000.00	\$ -	\$ -	\$ -	\$ -	\$240,000.00	\$60,000.00	\$650,000.00		
GRAND TOTAL: FY 2026 MPO PL & Local Match w/ FY 2026 GAMPO PL & Local Match and Unfunded Projects		\$991,876.10	\$244,769.80	\$15,600.00	\$3,900.00	\$209,928.00	\$26,241.00	\$26,241.00	\$280,000.00	\$70,000.00	\$930,400.00	\$242,600.00	\$48,000.00	\$12,000.00	\$240,000.00	\$60,000.00	\$2,691,555.90		

UPWP FY 2026 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	\$57,600.00	\$7,200.00	\$7,200.00	\$72,000.00
8.2	Long-Range Transportation Planning (44.23.01)	\$76,684.00	\$9,585.00	\$9,586.00	\$95,855.00
8.3	Short-Range Transportation Planning (44.24.00)	\$42,400.00	\$5,300.00	\$5,300.00	\$53,000.00
8.4	Transportation Improvement Program (44.25.00)	\$32,000.00	\$4,000.00	\$4,000.00	\$40,000.00
Total		\$208,684.00	\$26,085.00	\$26,086.00	\$260,855.00

UPWP FY 2026 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	\$26,040.00	\$6,510.00	\$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	\$2,000.00	\$500.00	\$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	\$15,960.00	\$3,990.00	\$19,950.00
8.4	Transportation Improvement Program (44.25.00)	\$4,000.00	\$1,000.00	\$5,000.00
Total		\$48,000.00	\$12,000.00	\$60,000.00

FY 2027 UPWP BUDGET

Figure 4 - FY 2027 UPWP Budget

UPWP FY 2027 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		APDD			
		FTA SEC 5303	GA DOT Match	APDD Match	Total GA SEC 5303
8.1	Program Support and Administration (44.21.00)	\$61,928.00	\$7,741.00	\$7,741.00	\$77,410.00
8.2	Long-Range Transportation Planning (44.23.01)	\$68,000.00	\$8,500.00	\$8,500.00	\$85,000.00
8.3	Short-Range Transportation Planning (44.24.00)	\$32,800.00	\$4,100.00	\$4,100.00	\$41,000.00
8.4	Transportation Improvement Program (44.25.00)	\$47,200.00	\$5,900.00	\$5,900.00	\$59,000.00
Total		\$209,928.00	\$26,241.00	\$26,241.00	\$262,410.00

UPWP FY 2027 SECTION 5303 GA & SC ARTS FTA SUMMARY WORK ELEMENT		LSCOG		
		FTA SEC 5303	LSCOG Match	Total SC SEC 5303
8.1	Program Support and Administration (44.21.00)	\$26,040.00	\$6,510.00	\$32,550.00
8.2	Long-Range Transportation Planning (44.23.01)	\$2,000.00	\$500.00	\$2,500.00
8.3	Short-Range Transportation Planning (44.24.00)	\$15,960.00	\$3,990.00	\$19,950.00
8.4	Transportation Improvement Program (44.25.00)	\$4,000.00	\$1,000.00	\$5,000.00
Total		\$48,000.00	\$12,000.00	\$60,000.00

APPENDIX A – TITLE VI

SECTION 6

TITLE VI ASSURANCES

AUGUSTA, GEORGIA (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7{a}(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23{b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and in adapted form in all proposals for negotiated agreements:

"Augusta Georgia in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clause of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, 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 Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.



Garnett L. Johnson, Mayor

2/27/2024
Date

The text below, in its entirety, is in all contracts entered into by AUGUSTA GEORGIA. All of the text except the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any AUGUSTA GEORGIA contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program outlined in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Augusta Georgia, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Augusta Georgia, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Augusta Georgia shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as Augusta Georgia or the Federal Highway Administration 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 supplier as a result of such direction, the Contractor may request Augusta Georgia enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, Augusta Georgia—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of AUGUSTA GEORGIA in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia , in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, AUGUSTA GEORGIA and its assigns as such interest existed prior to this instruction.¹

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by AUGUSTA GEORGIA pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which AUGUSTA GEORGIA program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by AUGUSTA GEORGIA pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued. *[Include in deeds subject to a reverter clause]. That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.



AUGUSTA, GEORGIA

Title VI Self-Survey: 2016 YEAR

Survey Date: June 21, 2016

Name of Program/Grant: FHWA-PL Funds Augusta Planning and Development Department (ARTS MPO)

Summary of Complaints:

Number of complaints for the past year: 0

Number of complaints voluntarily resolved: 0

Number of complaints currently unresolved: 0

Attach a summary of any type of complaint and provide: None

- Name of complainant
- Race
- Charge
- Findings
- Corrective Action
- Identify any policy/procedure changes required as a result of the complaint
- Provide the date history (date complaint received through resolution)

Distribution of Title VI Information:

Are new employees made aware of Title VI responsibilities pertaining to their specific duties?

Yes X No _____

Do new employees receive this information via employee orientation?

Yes X No _____

Is Title VI information provided to all employees and program applicants?

Yes X No _____

Is Title VI information prominently displayed in the organization and on any program materials distributed?

Yes X No _____

Identify any improvements you plan to implement before the next self-survey to better support Title VI communication to employees and program applicants.

Augusta Planning and Development Department (APDD) staff will continue to seek training through workshops, courses and webinars sponsored by Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The APDD staff will update ARTS Public Participation Plan to include successful public engagement and outreach tools that target persons With limited English proficiency. The APDD will begin coordinating with local and regional libraries to place ARTS plans and documents in its list of periodicals. All ARTS documents, plans and programs will be made available in multiple languages upon request. ARTS Citizen Advisory Committee (CAC) established a sub-committee to advise CAC, with representation from organizations serving veterans, disabled persons, rural transportation, and private transportation operators.

Identify any problems encountered with Title VI compliance.

None

Signature: _____

Melanie Wilson

Title: _____

Director/ARTS Project Director

Date: _____

6/21/16

Return to: Augusta-Richmond County
Office of Administrator
535 Telfair Street, Suite 910
Augusta, GA. 30901
Phone: (706)821-2400
Fax: (706)821-2819

APPENDIX B – MPO CERTIFICATIONS

CERTIFICATION OF THE AUGUSTA REGIONAL TRANSPORTATION STUDY METROPOLITAN PLANNING ORGANIZATION

Be it known to all, the below signees do hereby endorse and certify the Augusta Regional Transportation Study MPO, and further certify that the Metropolitan Planning Process is being conducted in accordance with all applicable requirements of:

- i. 23 U.S.C. 134, 49 U.S.C. 5305, and this subpart**
 - a) Agreements are in place to address responsibilities of each MPO for its share of the overall Metropolitan Planning Area (MPA), where multiple Metropolitan Planning Organizations share geographic portions of a Transportation Management Area (TMA).
 - b) All major modes of transportation are members of the MPO
 - c) Any changes to the MPA boundaries were reflected in the Policy Board representation.
 - d) Agreements or memorandums are signed and in place for identification of planning responsibilities among the MPO, GDOT, public transit operator(s), air quality agency(ies), or other agencies involved in the planning process.
 - e) Roles and responsibilities are defined for the development of the Long Range Transportation Plan (LRTP) / Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP) and other related planning documents.
 - f) All MPO required planning products per 23 CFR Part 450, meeting minutes and agenda items are current and available on the MPO's website.
 - g) The metropolitan transportation planning process shall provide for the establishment and use of a performance-based approach to transportation decision-making to support the national goals described in 23 U.S.C. 150(b) and the general purposes described in 49 U.S.C. 5301(c).
- i. UPWP (23 CFR Part 450.308)**
 - a) The UPWP documents in detail the activities to be performed with Title 23 and the Federal Transit Act.
 - b) The UPWP activities are developed, selected and prioritized with input from the State, MPO committees and public transit agency(ies).
 - c) The final UPWP is submitted in a timely manner to GDOT with authorization occurring before the MPO's fiscal year begins.
 - d) Initial Adoption and Amendments to the UPWP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.

- e) Planning activities and status reports are submitted quarterly by the MPO to GDOT and FHWA.

2. LRTP/MTP (23 CFR Part 450.324)

- a) The LRTP/MTP incorporates a minimum 20-year planning horizon.
- b) The LRTP/MTP identifies both long-range and short-range strategies and actions leading to the development of an intermodal transportation system.
- c) The LRTP/MTP is fiscally constrained.
- d) The development of the LRTP/MTP and the TIP are coordinated with other providers of transportation (e.g. regional airports, maritime port operators).
- e) All of the Fixing America's Surface Transportation (FAST) Act planning factors were considered in the planning process.
- f) The LRTP/MTP includes a discussion of types of potential environmental mitigation activities and potential areas to carry out these activities in consultation with federal, state and tribal land management and regulatory agencies.
- g) The MPO approves the LRTP/MTP in a timely manner without entering into a planning lapse.
- h) Initial Adoption and Amendments to the LRTP/MTP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
- i) The transit authority's planning process is coordinated with the MPO's planning process.
- j) In non-attainment and maintenance areas the MPO, as well as FHWA and FTA, must make a conformity determination on any updated or amended LRTP/MTP in accordance with 40 CFR Part 93.

TP 23 CFR Part 450.326

- a) The TIP is updated at least every 4 years, on a schedule compatible with STIP development.
- b) Each project included in the TIP is consistent with the LRTP/MTP.
- c) The MPO, GDOT and the transit operator collaborate on the development of the TIP.
- d) The TIP contains all projects to be funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53.
- e) The TIP is financially constrained by year and revenue estimates reflect reasonable assumptions.
- f) The MPO TIP is included in the STIP by reference, without modification.
- g) Initial Adoption and Amendments to the TIP are developed and processed in accordance with procedures outlined in the MPO's Participation Plan.
- h) In non-attainment and maintenance areas, the MPO as well as the FHWA and FTA must make a conformity determination on any updated or amended TIP in accordance with 40 CFR Part 93.

4. Participation Plan (23 CFR Part 450.316)

- a) A 45-day comment period was provided before the Participation Plan was adopted/revised.
- b) Transportation plans, programs and projects provide timely information about transportation issues and processes to citizens and others who may be affected.
- c) Opportunities are provided for participation by local, State, and federal environmental resource and permit agencies where appropriate.
- d) The public involvement process demonstrates explicit consideration and responsiveness to public input received during the planning and program development process.
- e) The transportation planning process identifies and addresses the needs of those traditionally underserved, including low-income and minority households.
- f) The disposition of comments and changes in the final LRTP/MTP/TIP are documented and reported when significant comments are submitted.
- g) Additional time is provided if the "final" document is significantly different from the draft originally made available for public review.
- h) The MPO undertakes a periodic review of the public involvement process to determine if the process is efficient and provides full an open access for all.

5. List of Obligated Projects (23 CFR Part 450.334)

- a) The MPO provides a listing for all projects for which funds are obligated each year, including bicycle and pedestrian facilities.
- b) The annual listing is made available to the public via the TIP or the LRTP/MTP.

II. In non-attainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93

- a) The MPO's UPWP incorporates all of the metropolitan transportation-related air quality planning activities addressing air quality goals, including those not funded by FHWA/FTA.
- b) Agreements exist to outline the process for cooperative planning within full nonattainment/maintenance areas that are not designated by the MPO planning area.
- c) The MPO coordinates the development of the LRTP/MTP with SIP development and the development of Transportation Control Measures (TCM) if applicable.
- d) The LRTP/MTP includes design concept and scope descriptions of all existing and proposed transportation facilities in sufficient detail, regardless of funding source, to permit conformity determinations.
- e) The MPO's TIP includes all proposed federally and non-federally funded regionally significant transportation projects, including intermodal facilities.
- f) If applicable, the MPO ensures priority programming and expeditious implementation of

TCMs from the STIP.

- III. **Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21**
 - a) The MPO has adopted goals, policies, approaches and measurements to address Title VI and related requirements.
 - b) The public involvement process is consistent with Title VI of the Civil Rights Act of 1964 and the Title VI assurance execution by the State.
 - c) The MPO has processes, procedures, guidelines, and/or policies that address Title VI, ADA, and DBE.
 - d) The MPO has a documented policy on how Title VI complaints will be handled.
 - e) The MPO has a demographic profile of the metropolitan planning area that includes identification of the locations of protected populations.
 - f) As appropriate, the planning process identifies/considers/addresses the needs of protected/traditionally underserved populations (low-income/minority as defined by the U.S. Census Bureau).
- IV. **49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment of business opportunity**
 - a) The MPO adheres to all requirements prohibiting discrimination against a person under, a project, program, or activity receiving financial assistance under because of race, color, creed, national origin, sex, or age.
- V. **Section 1101(b) of the FAST Act (Pub. L. 114-357) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in U.S. DOT funded projects**
 - a) The GDOT establishes overall goals for the percentage of work to be performed by DBE's based on the projections of the number and types of federal-aid highway contracts to be awarded and the number and types of DBE's likely to be available to compete for the contracts.
- VI. **23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal- aid highway construction contracts**
 - a) The MPO as required by Title VII of the Civil Rights Act of 1964, does not discriminate on employment opportunities based on race, color, religion, sex, or national origin;
- VII. **The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38**
 - a) The MPO as required by 49 U.S.C. 5332 prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, otherwise known as Title VI of the Civil Rights

Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally- Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7.

- VIII. **The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance**
- a) The MPO has identified strategies and services to meet the needs of older persons' needs for transportation planning and programming.
- IX. **Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender**
- a) The MPO adheres to the Act on Equality between women and men and prohibits both direct and indirect discrimination based on gender.
- b) The MPO adheres to the Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination;
- X. **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.**
- a) The MPO adheres to Title I and Title V of the Americans with Disabilities Act of 1990 (ADA), which prohibits employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments.



Dr. William Molnar, Policy Committee Chairman
Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization

Date

7/11/23

Vivian Canizares

Digitally signed by Vivian Canizares
Date: 2023.09.28 10:18:48-04'00'

Vivian Canizares, Assistant State Transportation Planning Administrator
Georgia Department of Transportation, Office of Planning

Date

Matt Markham

Digitally signed by Matt Markham
Date: 2023.09.28 10:34:18 -04'00'

Matthew Markham, Deputy Director of Planning
Georgia Department of Transportation, Office of Planning

Date

APPENDIX C – ARTS COMMITTEE COMPOSITION

A. Policy Committee

The Policy Committee shall be composed of officials of participating governmental jurisdictions. Voting membership shall be determined by organizational position, with the following positions being members:

1. Mayor, City of North Augusta (South Carolina)
2. Mayor Augusta, Georgia
3. Mayor, City of Blythe, Georgia
4. Chairman, Hephzibah City Commission, Georgia
5. Mayor, City of Grovetown (Georgia)
6. Mayor, City of Aiken (South Carolina)
7. Mayor, Town of Burnetttown (South Carolina)
8. Mayor, City of New Ellenton (South Carolina)
9. Chairman, Aiken County Council (South Carolina)
10. Chairman, Edgefield County Council (South Carolina)
11. Chairman, Columbia County Commission (Georgia)
12. Deputy Secretary for Engineering, SC DOT
13. Commissioner or his Designee, Georgia DOT
14. Garrison Commander, Fort Eisenhower (Georgia)
15. Executive Director, Lower Savannah Council of Govt.
16. Director, Augusta Public Transit Department

B. Policy Subcommittee

The Policy Subcommittee shall be composed of elected and appointed officials of participating governmental jurisdictions. Voting members shall be appointed by the following governmental bodies, each political jurisdiction being entitled to two members:

1. Aiken County Council
2. Aiken City Council
3. Burnetttown Town Council
4. North Augusta City Council
5. New Ellenton City Council
6. Edgefield County Council
7. One member of the Aiken County Legislative Delegation as appointed by the Aiken County Legislative Chairperson. One member of the Edgefield County Legislative Delegation as appointed by the Edgefield County Legislative Delegation Chairperson.

C. Technical Coordinating Committee

The Technical Coordinating Committee shall be composed of key staff members of participating government jurisdictions. Membership shall be based upon the organizational position held, with the following positions being voting members or their designee represent the listed positions:

City of Augusta

1. Director, Augusta Planning & Development Department
2. City Engineer
3. Director, Augusta Public Transit Department
4. Traffic Engineer

County of Columbia

1. Director of Construction and Maintenance
2. Planning Director

City of North Augusta

1. City Engineer
2. Planning Director

County of Aiken

1. County Engineer
2. Planning Director

Lower Savannah Council of Governments

1. Transit Operations Manager
2. Grants and Compliance Manager

County of Edgefield

1. Director of Building and Planning

City of Aiken

1. City Engineer
2. Planning Director

City of New Ellenton

1. Supervisor of Streets and Roads

Georgia Department of Transportation

1. Transportation Planning Engineer
2. District 2 Engineer

South Carolina Department of Transportation

1. Director of Planning
2. Pre-Construction Program Manager

Other Jurisdictions

1. Augusta Regional Airport, Executive Director
2. Fort Eisenhower Director of Installation Support
3. Chairman, Citizens Advisory Committee

D. Citizens Advisory Committee

Membership in this organization shall be made up of local citizens from each community in the ARTS area. The membership shall be made up of persons interested in transportation issues from any of the following jurisdictions: the City of Augusta-Richmond County, the City of North Augusta, the City of Aiken, and Aiken County.

E. South Carolina Technical Coordinating Committee

The Technical Coordinating Committee for the South Carolina portion of the ARTS area is made up of planners and engineers from the South Carolina Department of Transportation (SCDOT) and local governments. The final draft and detailed information on a project are presented to the committee for recommended approval to the other ARTS MPO committees and the South Carolina Policy Subcommittee.

APPENDIX D – COMPLETE STREETS WAIVER AIKEN COUNTY/USDOT

Summary of Complete Streets Eligible Projects for 100% Waiver			
Task #	Task Category	Milestone/Deliverable	\$ Budget (100% Fed)
1.1	Program Coordination	Monitor developments related to federal Complete Streets policies and regulations	\$9,500.00
1.2	Training and Employee Education	Attend Complete Streets policy training workshops and webinars	\$3,075.00
2.1	Community Outreach/Education	- Provide transit and bike/ped information to the public and interested parties - Utilize the website and social media to encourage active transportation of Complete Streets road treatments	\$3,000.00
3.3	Transportation Surveys, Models and Analysis	- Gather crash data from SCDPS - Data collection for TAZ and 2055 MTP - GIS map audit of existing bike infrastructure	\$5,000.00
4.3	Intermodal Planning	- Serve as a resource in bike/ped efforts - Continue to identify funding for bike/ped - Continue refining the LRTP bike/ped project list - Emphasize the benefits of transit and multi-modal connections through the CSRA Air Quality Coalition	\$6,000.00
6.1	Performance-Based Planning	- Adopt traffic calming programs, policies, and standards - Adopt South Carolina Safety Performance Targets annually	\$4,000.00
7.1	Transportation Improvement Program	- TAP grant planning, administration implementation - Communicate project status to partners and staff for TIP updates - Coordinate the implementation of Transportation Alternatives bike/ped in Aiken County - Coordinate potential bike/ped projects with transportation improvement projects	\$6,000.00
\$ TOTAL:			\$36,575.00
Total Programmed UPWP \$ Budget:			\$1,463,000.00
% of Total Budget Complete Streets Eligible:			2.50%

**APPENDIX E – FY 2026 UPWP MODIFICATIONS &
AMENDMENTS**

DATE	MOD/AMENDMENT	DESCRIPTION	PAGE

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FEDERAL TRANSIT ADMINISTRATION
FY 2027 GRANT APPLICATION
SECTION 5303 PROGRAM
METROPOLITAN PLANNING

*This is a fillable form. Please use Adobe Acrobat Reader to complete this application.
You may use the tab button to navigate between fillable form fields. Only the
Transmittal Letter and Authorizing Resolution should be printed and returned as a
scanned application attachment. All other application components should be completed
and returned electronically.*

APPLICANT

Augusta Regional Transportation Study - MPO

Submitted By
(Name & Title)

9/30/25

Date Submitted

GDOT

Project Manager Signature

Date Received

FY 2027 Section 5303 Grant Application Checklist

To be completed by APPLICANT:

Legal Name of Applicant:

Augusta Regional Transportation Study - MPO

Name/Description of Item	Completed (Yes/No)
Part A: Contract Authorization Tracking System (CATS) Profile Form	Yes
Part B: Transmittal Letter (on Letterhead)	Yes
Part C: Authorizing Resolution	Yes
Part D: Project Description, Budget, and Milestones	Yes
Part E: Title VI Data Collection and Reporting	Yes
Part F: Equal Employment Opportunity Questionnaire	Yes
Part G: SAM Registration	Yes
Part H: Expenditures Form	Yes
Part I: Indirect Cost Documentation	Yes
Part J: Financial Certifications	Yes
Appendix A: FTA Certifications and Assurances	Yes
Appendix B: Definition of FTA Technical Activities	Yes
Appendix C: Performance-Based Transit Planning Agreement	Yes
Appendix D: FY 2026 Additional 5303 Funding Request Scoring Criteria	Yes
Appendix E: TAMP Participant Accountable Executive Approval Form	Yes
Appendix F: Contact Information for GDOT Project Managers	Yes

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

REVIEWED BY

To be completed by GDOT Staff

_____	_____
GDOT Transit Planner	Date
_____	_____
GDOT Transit Planning Manager	Date
_____	_____
GDOT Transit Program Manager	Date

Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2027 Section 5303 planning funds.

Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2027, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2027, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

Table 1: Urban Area Population and Section 5303 Allocation Statistics

FY 2027 SECTION 5303 FUNDING DISTRIBUTION Based on 2020 Census URBANIZED AREA (UZA) POPULATION					
MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	\$30,000	85,960	1.22%	\$45,352	\$75,352
Athens	\$30,000	143,213	2.03%	\$75,558	\$105,558
Atlanta	\$500,000	5,100,112	72.15%	\$2,690,794	\$3,190,794
Augusta	\$40,000	322,081	4.56%	\$169,928	\$209,928
Brunswick	\$25,000	68,750	0.97%	\$36,272	\$61,272
Cartersville	\$25,000	52,351	0.74%	\$27,620	\$52,620
Chattanooga**	\$4,798	78,160	1.11%	\$41,237	\$46,035
Columbus	\$40,000	205,027	2.90%	\$108,171	\$148,171
Dalton	\$30,000	67,830	0.96%	\$35,787	\$65,787
Gainesville	\$30,000	164,365	2.33%	\$86,718	\$116,718
Hinesville	\$30,000	53,107	0.75%	\$28,019	\$58,019
Macon	\$30,000	140,111	1.98%	\$73,922	\$103,922
Rome	\$30,000	60,403	0.85%	\$31,868	\$61,868
Savannah	\$40,000	309,466	4.38%	\$163,273	\$203,273
Valdosta	\$25,000	76,769	1.09%	\$40,503	\$65,503
Warner Robins	\$30,000	141,132	2.00%	\$74,461	\$104,461
GDOT Administration	\$140,000				\$140,000
Totals	\$1,079,798	7,068,837	100%	\$3,729,484	\$4,809,282
*Population figures match those used in GDOT's PL funding distribution.					
** Chattanooga will not receive any STATE MATCH					
4,809,282 Available for 5303 MPO Planning - FY 2024 (FTA Annual Apportionment)					
(\$1,079,798) Base Amount					
\$3,729,484 Available 5303 Funds - Distributed via Formula Allocation					

Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

If submitting projects in BlackCat, please adhere to the following:

- The project descriptions must be detailed with project milestones.
- Mentioning name brands in the grant application for any project descriptions is prohibited under FTA procurement guidance.
- Ensure the correct Activity Line Item (ALI) is selected for the project requested.
- Ensure all projects are to the whole dollar (evenly split preferred) with NO PENNIES and CENTS.

Applications will be rejected if these project guidelines are not followed.

Part A: Contract Authorization Tracking System (CATS) Profile Form

Item 2.

SUBRECIPIENT ORGANIZATION INFORMATION

Organization Official Name (as it appears in W9 Tax form)	Physical Address	Mailing Address (if different)
Augusta Regional Transportation Study	535 Telfair Street, Augusta, GA 30901 Suite 300	

Charging Indirect Costs:	☒ YES	☐ NO
Approved ICR Plan:	☐ YES	☒ NO
De minimis Cost Rate:	☐ YES	☒ NO

Agency EIN (Tax ID):	58-2204274		
SAM Identification:	ZH93N1J4TBE8	SAM ID EXP. Date (mm/dd/yyyy):	11/07/2024
eVerify Number:	58-2204274	eVerify Date (mm/dd/yyyy):	07/09/2007

SUBRECIPIENT CONTRACT PERSONNEL in ORDER of APPROVAL (EXCLUDE THIRD PARTY OPERATORS)

Contract Reviewer (if applicable)	Name:	Chyvattee Vassar
	Title:	ARTS Interim Project Director
	Phone:	706-821-1796
	Email:	
Attorney (if applicable)	Name:	Jim Plunkett
	Title:	Interim General Counsel
	Phone:	706-842-5550
	Email:	jplunkett@augustaga.gov
Executor #1 (must have the organization's seal affixed or write the word seal next to signature when signing contract)	Name:	Dr. William Molnar
	Title:	ARTS MPO Policy Committee Chairman
	Phone:	803-649-7981
	Email:	wmolnar@lscog.org
Executor #2 (if applicable) "must have the organization's seal affixed or write the word seal next to the signature when signing contract"	Name:	
	Title:	
	Phone:	
	Email:	
Attestor / Witness	Name:	
	Title:	
	Phone:	
	Email:	
Notary (must be separate from attestor and have a valid Notary Seal)	Name:	Sandra Dean
	Title:	Director's Assistant
	Phone:	706-821-1131
	Email:	smdean@augustaga.gov

1. Does the Applicant Organization employ 100 or more employees?

☒ Yes

☐ No

2. In FY 2026, did the Applicant Organization receive \$250,000 or more in FTA planning funds? If yes, an approved DBE program is required. Please attach a copy of your DBE plan or provide a hyperlink.

☐ Yes

☒ No

3. Do you intend to charge indirect costs to this project?

☒ Yes

☐ No

If yes, please indicate whether your agency has a current indirect cost plan on file with GDOT or agrees to the de minimis rate of 15%.

☒ Approved ICR on file with GDOT

☐ De minimis CR (15% fixed)

If the Applicant agrees to charge indirect cost, the Applicant must submit an approved federally recognized Indirect Cost Allocation Rate Plan (ICRP) negotiated between the cognizant agency and the Applicant or agree to the de minimis indirect cost rate of 15% as defined in §200.414 Indirect (F&A) costs, paragraph (f). Please submit the supporting documentation through BlackCat.

Part B: Transmittal Letter

The following page includes a sample transmittal letter with fillable fields. Once all fields are complete, Applicants must electronically submit the transmittal letter on the Applicant Organization's letterhead and include the signature of the Authorized Official with the complete application package.



AUGUSTA REGIONAL TRANSPORTATION STUDY

535 Telfair Street • Suite 300 Augusta, Georgia 30901

September 30, 2025

Patricia Smith, Ph.D.
Transit Program Manager
Division of Intermodal
Georgia Department of Transportation
600 W. Peachtree Street
Atlanta, Georgia 30308

Dear Patricia Smith, Ph.D.:

The Augusta Regional Transportation Study – MPO is applying for FY 2027 financial assistance under Title 49 U.S. Section 5303 Metropolitan Transportation Planning grant to aid in regional transportation planning in the amount of \$209,928.00 as detailed in the table below.

	Federal Share	State Share	Local Share	Total
Regional Transportation Planning	\$209,928.00	\$26,241.00	\$26,241.00	\$262,410.00

Local funding, represents the 10% local match portion of the project, and is being committed in the form of cash by Augusta-Richmond County.

The Augusta Regional Transportation Study – MPO certifies that it has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The enclosed information in support of the request for funding is submitted for your consideration. If you have any questions on these matters, please contact Chyvattee Vassar at 706-821-1796 or CVassar@augustaga.gov.


Signature

Chyvattee Vassar, Interim ARTS Project Director
Name and Title of Authorized Official

Part D: Project Description, Budget, and Milestones

The proposed project activities should address: (1) analysis and mapping data and information related to the needs for public transit services or facilities in the MPO's area of responsibility; (2) description of goals, objectives, and strategies to grow and/or strengthen the delivery of public transit services or facilities in the MPO's area of responsibility; and/or (3) building upon prior work leading to the development of an integrated intermodal transportation system within the MPO area. All projects must conform to FTA guidelines.

The Applicant should include excerpts/pages from the MPO's adopted/proposed Unified Planning Work Program (UPWP) that includes this Section 5303 project, including description of the transit task(s) to be carried out as described in this grant application.

The Applicant should describe the work to be undertaken with the FY 2027 Section 5303 funds in the sections below. It is expected that all work described below will be completed within 12 months of the Notice to Proceed for the project.

D-1: Goals and Objectives

1. Describe the Applicant Organization's overall Section 5303 project goals and objectives.

Augusta Metropolitan Planning Organization (MPO) utilizes FTA Section 5303 grant to fund our work element #8 - Public Transit/Paratransit in our Unified Planning Work Program (UPWP). This element includes 8.1 - Program Support and Administration (44.21.00), 8.2 – Metropolitan Transportation Planning (System Level) (44.23.01), 8.3 - Short-Range Transportation Planning (44.24.00), and 8.4 – Transportation Improvement Program (44.25.00). Overall, these funds are utilized for administration compliance and assistance for both the implementation and oversight of a variety of short-range and long-range transportation projects as outlined in the UPWP. More specifically, update annual Title VI monitoring report; assist with planning transit system capital investments; prepare quarterly FTA 5303 reports; assist with/prepare 5307, 5339, and 5310 grant application, administration, and compliance. Staff also maintains several databases utilized by Transit such as GIS mapping, Socioeconomic, and regional travel model as well as provide community outreach for several active studies and issues.

D-2: Tasks and Activities

1. Describe major projects/tasks that will be completed for each Activity Line Item below. MPO's should attach pages from the UPWP for FY 2026 (Work Elements).

44.21.00 Program Support and Administration:

ARTS staff will provide technical assistance to the Augusta Public Transit Department and the Lower Savannah COG's Best Friends Express on an as-needed basis in preparing for Triennial Review, updating socio-economic demographic GIS data analysis for environmental justice; updating the annual Title VI Monitoring Report; transit system capital planning, coordinated public involvement, financial and operations reports; developing UPWP tasks, Training/Travel and education, and help prepare 5303, 5307, and 5339 grant applications.

44.22.00 General Development and Comprehensive Planning:

n/a

44.23.01 Long-Range Transportation Planning (LRTP) – System Level:

Under this task, ARTS staff will update the financial capacity assessment and COA; assist with the public involvement and outreach; update GIS mapping for address-matching transit service zones; determine transit projects to be added to the 2055 MTP update; develop a report on performance measures; implement an action plan for recommendations in the TDP; administer assistance to LSCOG for the Section 5310 grant, and develop Coordinated Human Services Framework for the ARTS urbanized area served by the transit systems.

44.24.00 Short-Range Transportation Planning:

Under this task, ARTS staff will monitor, update and program grant funds for buses and/or vans for ADA complimentary services including purchase/lease of new transit vehicles accessible to and usable for individuals with disabilities; review ridership data and address-matching for ADA demand response service; update complementary paratransit plan; review and update the Regional Human Services Coordination Plan is needed; help transit department with capital vehicle acquisition planning; update TAM Plan, safety and security documents; and marketing for transit department.

44.25.00 Transportation Improvement Program:

Transportation Improvement Program – Under this task, ARTS staff will update the 2027-2033 TIP (amendments / administrative modifications) and Performance-Based Planning Integration; test the transportation network; develop Technical Staff Report on performance measures for public transit; review system performance data; prepare the performance analysis for FY 2027; implement recommendations from the Coordinated Human Services Plan for the ARTS urbanized area served by the transit system and continue GIS mapping and address matching for transit service zones to schedule mobility trips for ADA complementary trips. Staff will also work with ARTS staff in updating the Transportation Improvement Program.

44.27.00 Other Activities

Comprehensive Operational Analysis (COA)



AUGUSTA REGIONAL TRANSPORTATION STUDY

535 Telfair Street • Suite 300 Augusta, Georgia 30901

**AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS)
RESOLUTION OF THE POLICY COMMITTEE
APPROVAL OF THE SUBMISSION OF THE FY 2026 FEDERAL TRANSIT ADMINISTRATION (FTA)
SECTION 5303 GRANT APPLICATION.**

WHEREAS, the FTA Section 5303 program provides funding to MPOs to carry out metropolitan transportation planning in compliance with federal law; and

WHEREAS, ARTS is eligible to apply for these funds to support planning activities such as travel demand modeling, long-range plan updates, and public engagement; and

WHEREAS, submission of the FY 2026 application ensures continued funding for MPO planning efforts and coordination with state and federal partners; and

NOW, THEREFORE, BE IT RESOLVED that the ARTS Policy Committee approves the submission of the FY 2026 FTA Section 5303 Grant Application; and

APPROVED this 3rd day of September 2025, by the Augusta Regional Transportation Study (ARTS) Policy Committee at its Joint Citizens Advisory, Technical Coordinating, and Policy Committee Meeting.

NOW, THEREFORE, BE IT RESOLVED that the ARTS Policy Committee hereby approves the submission of the FY 2026 Federal Transit Administration (FTA) section 5303 grant application, and its Chairman is authorized to execute a joint endorsement to this effect with the Georgia Department of Transportation and the South Carolina Department of Transportation.

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution adopted by the Augusta Regional Transportation Study (ARTS) Policy Committee at a meeting held on September 3, 2025.

Sign

[Signature]

Print

Chynette Vasser
MPO Interim Director

Date

09/03/25

Sign

Gary Bunker for William Molnar

Print

Gary Bunker for William Molnar
MPO Chairman

Date

09 Sep 2025

Part G: SAM Certification

GDOT subrecipients must verify they are current within the Federal government's System for Awards Management (SAM) before a contract can be extended. More information can be found on the SAM website: <https://sam.gov/>

Please attach a copy of the Applicant Organization's SAM certification when submitting the application package.

AUGUSTA-RICHMOND COUNTY GOVERNMENT

Active Registration

[View](#) [Update](#)

Unique Entity ID: ZH93N1J4TBE8	Doing Business As: (blank)	Expiration Date Oct 13, 2025
CAGE/NCAGE: 3YWL3	Physical Address: 535 TELFAIR ST STE 800 AUGUSTA, GA 30901-2379 USA	Purpose of Registration: All Awards

Part F: Equal Employment Opportunity Questionnaire

The FTA Master Agreement requires all applicants, recipients, subrecipients and contractors receiving funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. FTA applicants, recipients, subrecipients, and contractors who meet both of the following threshold requirements must implement the Equal Employment Opportunity (EEO) Program elements (FTA C 4704.1A Chapter 2.2).

This requirement applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories under 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities; 5311 – Rural formula grants for Rural Areas; 5339 – Bus and Bus facilities; 5307 – Urbanized Area formula grants; and 5303, 5304 and 5305 – Metropolitan and Statewide Planning funds.

All FTA applicants, recipients, subrecipients and contractors who do not meet the EEO Program threshold are not required to submit an EEOP. However, they are still required to comply with all Equal Employment Opportunity statutes and regulations.

A recipient is required to submit a full or abbreviated EEO Program based on the number of its transit-related employees and whether it reaches a monetary threshold. Transit related employees include temporary, full-time, or part-time employees.

- Employs 100 or more transit-related employees (requires a full EEO Program)
- Employs 50 or more transit-related employees; (requires an abbreviated EEO program)

And:

- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

Example: If 'ABC Transit' is a direct subrecipient and has 22 employees, it does not meet the threshold. If 'ABC Transit' subcontracts with a *Third-Party Operator*, each entity is considered separately. If 'ABC Transit' with 22 employees, contracts with two agencies, one with 25 employees, and one with 52 employees (i.e. $22+25+52=99$), then *ABC Transit* would not be required to have an EEO Program, but the contracted agency with 52 employees would be required to develop and submit to 'ABC Transit' an abbreviated EEO Program.

EEO Program Components (Full EEO Program)

- Statement of Policy
- Dissemination
- Designation of Personnel Responsibility
- Utilization Analysis
- Goals and Timetables
- Assessment of Employment Practices
- Monitoring and Reporting

Abbreviated EEO Program Components

- Statement of Policy
- Dissemination Plan
- Designation of Personnel Responsibility
- Assessment of Employee Practices
- Monitoring and Reporting Plan

Please complete all fields annually and submit to GDOT Transit Department.

Legal Name of Applicant:

Augusta Regional Transportation Study - MPO

Organization Type:



MPO



Transit Agency



Third-Party Contractor

1. How many transit related employees do you have in your organization?

8

(A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in planning bus routes would be counted, but a city planner involved in land use would not be counted)

2. How much did your organization receive in capital or operating assistance the previous federal fiscal year?

\$ 0.00

3. How much did your organization receive in planning assistance the previous federal fiscal year?

\$ 260,855.00

4. Has your agency submitted a full EEO Program/or abbreviated program to GDOT based on the thresholds noted?



Yes



No

5. If yes, what is the date of your last submission? 9/30/25

6. Do you contract out any of your transit services?



Yes



No.

If yes,

- a. What is the name of the agency(ies)?

n/a

- b. How much did the agency receive in capital or operating assistance?

\$ 0.00

- c. How many transit employees does the agency have?

- d. Did the contracting agency submit an EEO Program to you?



Yes

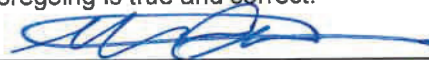


No

If yes, what is the date of their last EEO Program submission?

I certify that the foregoing is true and correct.

Signature:



Title:

Strategic Planning Manager

Date:

9/30/25

Part H: Financial Certifications/De Minimis Rate

The GDOT Transit Department has recently finalized our Financial Management Policy requirements and has held multiple trainings on this subject so that our subrecipients understand and abide by the federal requirements of 2 CRR Part 200.

1. Do you intend to charge indirect costs or use De minimis rate for this project?

☒ Yes

☐ No

2. Please complete the following Financial Certification if you will be charging any indirect costs to your transit project. Please only complete the certification for the type of entity making application i.e. "governmental or private-nonprofit".
3. If you have an approved De minimis Cost Allocation Plan, please include a full copy of that plan in your application.
4. If you wish to charge indirect costs using the simplified method, please complete the "GDOT Modified Total Direct Cost Certification."
5. If GDOT is your cognizant agency, you may choose to use the Modified Total Direct Cost Plan which is a simplified method for determining your indirect cost basis.

Financial System Certification – Government Entities

To be completed annually by “Governmental Entities” charging Indirect Costs.

CERTIFICATION OF INDIRECT COST RATE PROPOSAL

Certification of Financial Management System

I, the undersigned, certify that _____ has a financial management system that accumulates and segregates direct costs (costs that can be specifically identified to a final cost objective, e.g., a project, program, or other direct activity of an organization) from indirect costs (costs incurred for a common or joint purpose benefitting more than one final cost objective, e.g. administrative costs such as clerical support, human resources, accounting, payroll, financial audits, rent, utilities, supplies, vehicle expense, executive management that are not readily assignable to the final cost objectives specifically benefitted, without effort disproportionate to the results achieved) and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR § 200).

I certify the agency’s financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g., labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR § 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR § 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

I also certify that the types of records that are used to support the existence of these attributes include the following:

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g., invoices, canceled checks).
- Accounting policy and procedure manuals specific to the agency.

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

All costs included in this application proposal _____ to establish billing or final indirect costs rates for the period of _____ are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of 2 CFR Part 200.19. Unallowable costs have been adjusted for, in allocating costs as indicated in the indirect cost proposal.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the subsequent agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal government cognizant agency will be notified of any accounting changes that would affect the predetermined rate.

I, hereby, declare that the foregoing is true and correct.

Governmental Unit / Subrecipient Name

Signature of Authorized Official

Name of Official

Title

Date of Execution of ICRP

PENDING AUGUSTA COMMISSION APPROVAL AT 10/21/2025 MEETING.

Financial System Certification – Non-Profit Organizations

To be completed annually by “Non-Profit Organizations” charging Indirect Costs.

CERTIFICATION OF INDIRECT COST RATE PROPOSAL

Certification of Financial Management System

I, the undersigned, certify that _____ has a financial management system that accumulates and segregates direct costs (costs that can be specifically identified to a final cost objective, e.g., a project, program, or other direct activity of an organization) from indirect costs (costs incurred for a common or joint purpose benefitting more than one final cost objective, e.g. administrative costs such as clerical support, human resources, accounting, payroll, financial audits, rent, utilities, supplies, vehicle expense, executive management that are not readily assignable to the final cost objectives specifically benefitted, without effort disproportionate to the results achieved) and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR § 200).

I certify the agency’s financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g., labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR § 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR § 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

I also certify that the types of records that are used to support the existence of these attributes include the following:

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g., invoices, canceled checks).
- Accounting policy and procedure manuals specific to the agency.

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the to the best of my knowledge and belief:

All costs included in this application proposal date of _____ 20_____ to establish billing or final indirect (F&A) costs rate for the Fiscal Year period beginning _____ 20_____ to _____ 20_____ are allowable in accordance with the requirements of the Federal awards to which they apply and with Subpart E—Cost Principles of Part 23 “Cost Principles for Nonprofit Organization”.

This proposal does not include any costs which are unallowable under Subpart E—Cost Principles of Part 200 such as (without limitation): public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements.

I declare that the foregoing is true and correct.

Nonprofit Organization

Signature of Authorized Official

Name of Official

Interim General Counsel

Title

Date of Execution of ICRP

PENDING AUGUSTA COMMISSION APPROVAL AT 10/21/2025 MEETING.

De Minimis Cost Allocation Plan

For Recovery of Indirect Costs for a Federal Grant Award.

Certification of Financial Management System

I, the undersigned, certify that _____ has a financial management system that accumulates and segregates direct costs (costs that can be specifically identified to a final cost objective, e.g., a project, program, or other direct activity of an organization) from indirect costs (costs incurred for a common or joint purpose benefitting more than one final cost objective, e.g. administrative costs such as clerical support, human resources, accounting, payroll, financial audits, rent, utilities, supplies, vehicle expense, executive management that are not readily assignable to the final cost objectives specifically benefitted, without effort disproportionate to the results achieved) and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR § 200).

I certify the agency's financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g., labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in 2 CFR § 200.403.
- Ability to ensure costs billed are in compliance with 2 CFR § 200.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

I also certify that the types of records that are used to support the existence of these attributes include the following:

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Audited financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g., invoices, canceled checks).
- Accounting policy and procedure manuals specific to the agency.

Certification of Eligibility:

I, the undersigned, certify that _____ is eligible to use the 15% *de minimis* indirect cost rate as the organization has:

- Received less than \$35 million in direct federal funding for the fiscal year requested and each fiscal year thereafter.

Finally, I understand:

The de minimis rate of 15% is to be applied to Modified Total Direct Costs which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified Total Direct Cost excludes equipment, capital expenditures, rental costs, and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Costs must be consistently charged as either indirect or direct but may not be double charged or inconsistently charged as both.

The proper use and application of the de minimis rate is the responsibility of _____ and GDOT reserves the right to perform an audit to ensure compliance with 2 CFR § 200 and agreements with GDOT. If it is determined that _____ inconsistently charged costs, or is otherwise not in compliance with 2 CFR § 200, _____ may be required to reimburse GDOT for any identified overbilling.

_____ 's schedule of expenditures of federal awards must include a note on whether it elected to use the 15% de minimis cost rate in accordance with 2 CFR 200 § 200.510(b)(6).

Certification

By signing this declaration, I certify to the best of my knowledge and belief that the information is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name of Non-Federal Entity

Date

Signature of Authorized Official *

Name (Printed)

ARTS MPO Policy Committee Chairman

Title

Telephone

Email

*Must be an executive, financial officer, or equivalent of entity

PENDING AUGUSTA COMMISSION APPROVAL AT 10/21/2025 MEETING.

Appendix A: FTA Certifications and Assurances

As part of this grant application package, all applicants must attach a signed copy of the most recent available FTA Certifications and Assurances (FY 2025) included as the following two pages.

The full FTA FY 2025 Certifications and Assurances document is available at:

[FY2025 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements \(dot.gov\)](#)

- The FTA FY 2025 Certifications and Assurances sheet listing all of the relevant documents should be marked with a check mark (√) showing that ALL categories numbered 01 through 20 are being certified by your organization OR indicate which of the categories are applicable.
- Original signatures must be placed on the FTA Fiscal Year 2025 Certifications and Assurances page that includes the “Affirmation of Applicant” and “Affirmation of the Applicant’s Attorney.”

Federal Fiscal Year 2025 Certifications and Assurances for FTA Assistance Programs

Name of Applicant: Augusta Regional Transportation Study - MPO

The Applicant agrees to comply with the applicable provisions of Categories 01 – 20. ☒

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
1	Certifications and Assurances Required of Every Applicant	☐
2	Public Transportation Agency Safety Plans	☐
3	Tax Liability and Felony Convictions	☐
4	Private Sector Protections	☐
5	Transit Asset Management Plan	☐
6	Rolling Stock Buy America Reviews and Bus Testing	☐
7	Urbanized Area Formula Grants Program	☐
8	Formula Grants for Rural Areas	☐
9	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	☐
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	☐
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	☐
12	State of Good Repair Grants	☐
13	Infrastructure Finance Programs	☐
14	Alcohol and Controlled Substances Testing	☐
15	Rail Safety Training and Oversight	☐
16	Demand Responsive Service	☐
17	Interest and Financing Costs	☐
18	Cybersecurity Certification for Rail Rolling Stock and Operations	☐
19	Public Transportation on Indian Reservations Formula and Discretionary Program (Tribal Transit Programs)	☐
20	Emergency Relief Program	☐

Federal Fiscal Year 2025 FTA Certifications and Assurances Signature Page

Required of all Applicants for federal assistance to be awarded by FTA in FY 2027.

AFFIRMATION OF APPLICANT

Name of Applicant:

Augusta Regional Transportation Study - MPO

Name and Relationship of the Authorized Representative:

Chyvattee Vassar, Interim MPO Project Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2027, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2027.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: 

Date: 9/29/25

Name and Relationship of the Authorized Representative:

Chyvattee Vassar, Interim MPO Project Director

AFFIRMATION OF APPLICANT'S ATTORNEY

For:

Augusta Regional Transportation Study - MPO

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: _____ Date: _____

Name of Attorney for Applicant: _____

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

PENDING AUGUSTA COMMISSION APPROVAL AT 10/21/2025 MEETING.



Public Services Committee

Meeting Date: October 14, 2025

Procurement of Playground Equipment for Riverwalk

Department:	Augusta Recreation and Parks Department
Presenter:	Tameka D. Williams, Director
Caption:	Request approval for procurement of new playground equipment, including installation and shipping, for Riverwalk from Gametime through the Omnia Cooperative Purchasing Contract.
Background:	The existing playground equipment at Riverwalk sustained irreparable damage during Hurricane Helene. In order to restore this vital recreational amenity for children and families, the Recreation and Parks Department recommends replacement of the playground equipment.
Analysis:	The proposed procurement will be completed in accordance with Article 11 of the Augusta, Georgia Procurement Code, which permits cooperative procurement. Utilizing Omnia Partners, a nationally recognized cooperative purchasing program, ensures that Augusta secures competitive pricing and expedites the acquisition process. The vendor for this procurement is Gametime, a leading provider of quality playground equipment.
Financial Impact:	The quoted cost for the playground equipment, including installation and shipping is \$194,475.93.
Alternatives:	1. Approve the procurement to replace the damaged playground equipment. 2. Do not approve the procurement, and risk delay in installing a new playground.
Recommendation:	The Recreation and Parks Department recommends approval of this procurement to restore playground amenities at Riverwalk.
Funds are available in the following accounts:	220-04-1253-5399999
<u>REVIEWED AND APPROVED BY:</u>	N/A



Playpalette: Forester

7/8/25

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Riverwalk Park Playground

Augusta, GA



Playpalette: Forester

7/8/25
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Riverwalk Park Playground

Augusta, GA



Playpalette: Forester

7/8/25
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Riverwalk Park Playground

Augusta, GA



A PLAYCORE Company

www.gametime.com



www.playdrp.com



Playpalette: Forester

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 7/8/25

Riverwalk Park Playground

Augusta, GA



Playpalette: Forester

7/8/25
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Riverwalk Park Playground

Augusta, GA



Playpalette: Forester

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 7/8/25

Riverwalk Park Playground

Augusta, GA



Playpalette: Forester

7/8/25
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Riverwalk Park Playground

Augusta, GA



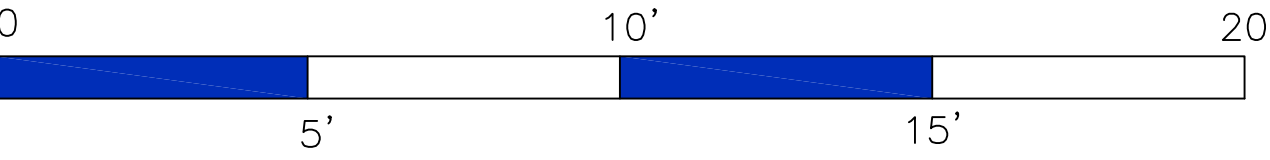
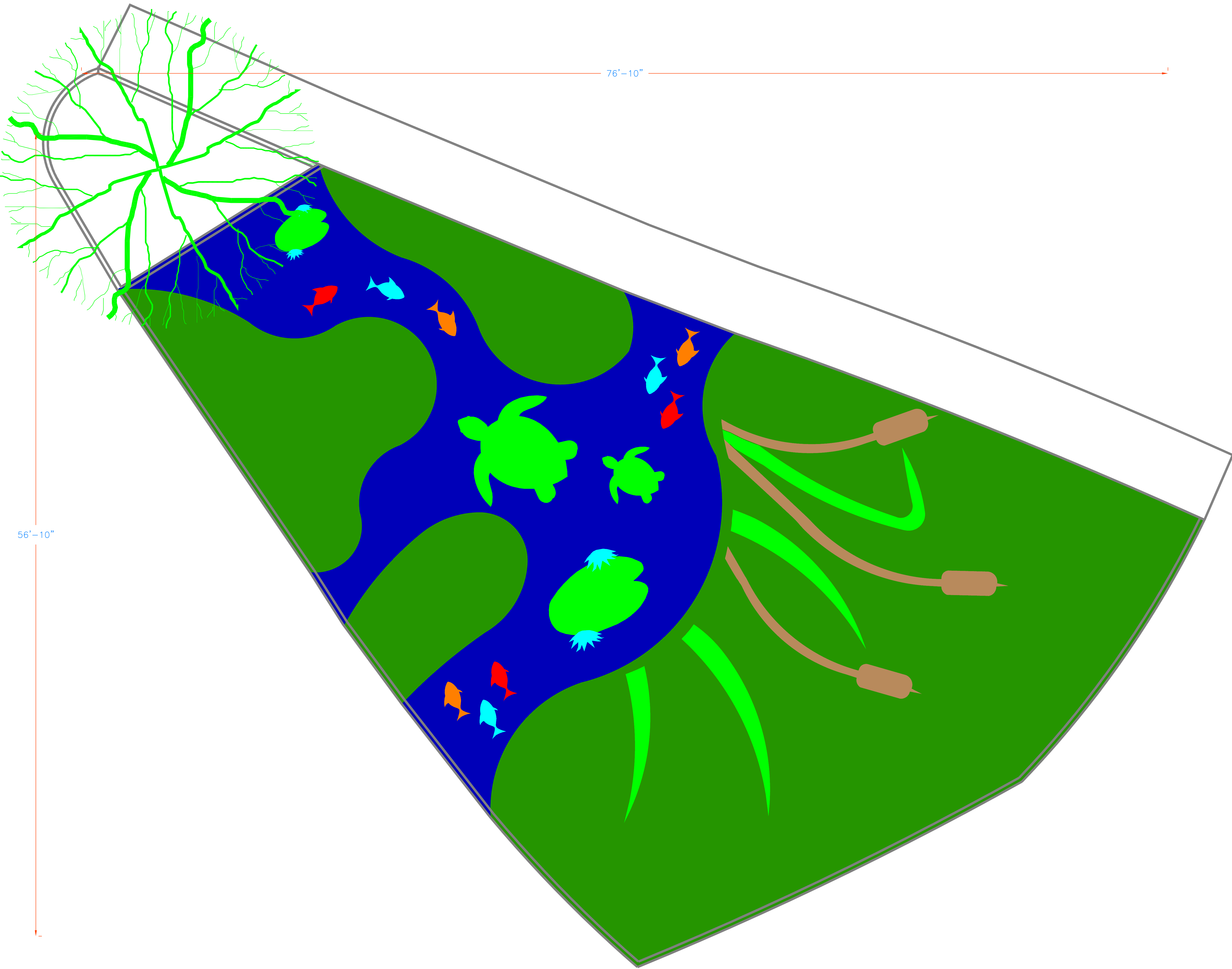
Playpalette: Forester

7/8/25
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Riverwalk Park Playground

Augusta, GA

NOT TO SCALE
CONCEPTUAL DRAWING ONLY



GameTime ISO 9001 ISO 14001 150 PlayCore Drive SE Fort Payne, AL 35967 www.gametime.com		IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission (CPSC) and the U.S. CPSC and Canadian Standard CAN/CSA Z-614	
PROJECT TITLE: Augusta Parks and Rec Riverwalk Park Augusta, GA		Minimum Area Required: See Drawing	DATE: 07/09/2025
SHEET NO.: 2		This play equipment is recommended for children ages 5-12 DRAWING NO.: 1	DRAWN BY: Veronica S.
REPRESENTATIVE:		DRP	



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

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Riverwalk Park

Augusta Parks & Recreation Department
 Attn: Heidi Robinson
 10th St
 Augusta, GA 30901
 United States
hrobinson@augustaga.gov

Ship to Zip 30901

Quantity	Part #	Description	Unit Price	Amount
~~~~~      <b>Customer responsible for</b>     - Providing access to site    - Providing site plan    - Marking all private underground utility locates				
1	INSTALL	5-Star Plus - Removal and Disposal of Existing Playground Equipment and Safety Surfacing-      - Playground Equipment Removal                   - Labor to remove/dispose:                        (1) APP080 Play Structure                - Removal of Safety Surfacing                   - Labor to remove/dispose existing EWF Safety Surfacing          - Curb                   - Labor to remove/dispose 67 LF of existing concrete curb border            <b>*** Add \$540 to cut section of existing curb to widen the current opening for access and pour concrete pad/ramp from sidewalk into play area instead of removing 67LF ***</b>	\$18,000.00	\$18,000.00
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	RDU	GameTime - 5-12 PrimeTime System	\$84,758.30	\$84,758.30
1	Replace	DRP Promo - DRP Replacement Playground Promotion- <b>Discount offer valid until June 30, 2025</b> See terms and conditions at <a href="http://www.playdrp.com/replace">www.playdrp.com/replace</a>	(\$42,379.15)	(\$42,379.15)
1	38208	GameTime - Cattail Spinner	\$2,799.00	\$2,799.00
1	6368	GameTime - Canoe Two-Person Spring Rider	\$2,999.00	\$2,999.00
1	RDU	GameTime - Sensory Wave Wall	\$4,790.00	\$4,790.00
1	81748	GameTime - Beat Club	\$3,412.00	\$3,412.00
1	38235	GameTime - Blue Flower No Label	\$913.00	\$913.00
1	38237	GameTime - Red Mushroom No Label	\$1,046.00	\$1,046.00
1	38234	GameTime - Red Flower No Label	\$913.00	\$913.00
1	LPAD-G-IG-REC	Freenotes Harmony Park - Lilypad Cymbals (Green Cymbals) - (With Recycled Inground Mount Kit)	\$4,233.00	\$4,233.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$36,000.00	\$36,000.00
17	Curb	GT-Impax - Concrete Curb (In. ft.)- <i>Not Reinforced</i>	\$47.56	\$808.52
2300	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- <i>Installed per specification of Unitary Surfacing requirements.</i>	\$6.16	\$14,168.00





GameTime  
c/o Dominica Recreation Products, Inc.  
P.O. Box 520700  
Longwood, FL 32752-0700  
800-432-0162 * 407-331-0101  
Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

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## Riverwalk Park

Quantity	Part #	Description	Unit Price	Amount
2300	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height- 50% Standard Color - Aromatic Binder - 3.5" Thick with 1/2" EPDM wear course cap - 5-year warranty	\$29.33	\$67,459.00
			<b>Sub Total</b>	\$200,011.75
			<b>Discount</b>	(\$9,894.51)
			<b>Freight</b>	\$4,358.69
			<b>Total</b>	<b>\$194,475.93</b>

This quote was prepared by Veronica Salles, Project Manager.

For questions or to order please call - 800-432-0162 ext. 100 [veronica.salles@gametime.com](mailto:veronica.salles@gametime.com)

### All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

### Payment Terms: Governmental Purchase Order.

#### Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.



GameTime  
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[www.playdrp.com](http://www.playdrp.com)

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## Riverwalk Park

### ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

### Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

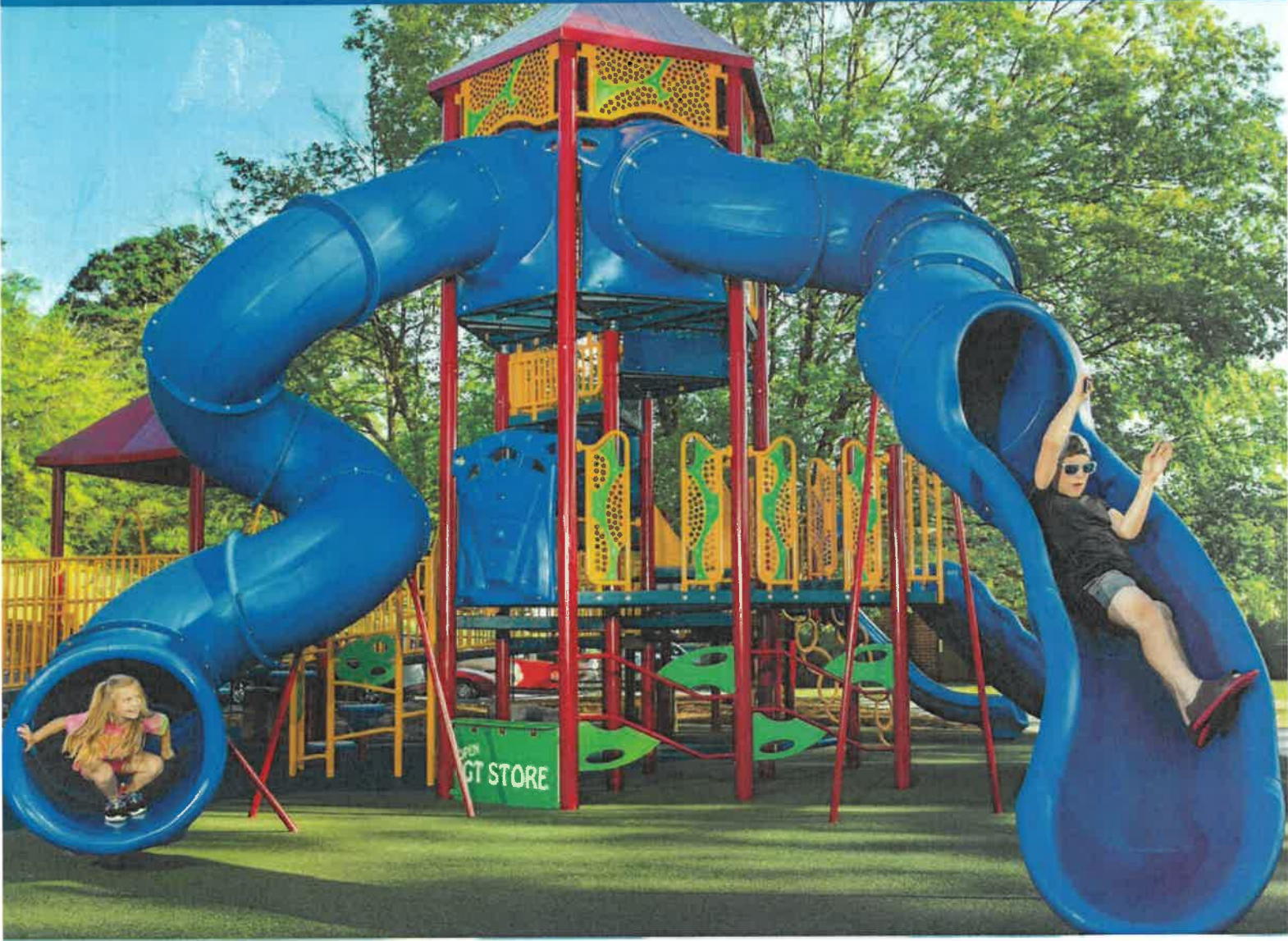
Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$194,475.93**



# State of Georgia Approved Best Price. No Hassles. *Guaranteed.*

The Georgia General Assembly approved a change to the state statutes, through HB953 and included in Georgia Act 501, which allows state agencies, and state colleges and universities access to contracts in cooperative purchasing organizations' portfolios, including OMNIA Partners. This Act was effective January 1st, 2021.



A PLAYCORE Company





# No Cost. No Fees. *No Kidding.*

## WHO IS OMNIA PARTNERS, PUBLIC SECTOR?

A National Collaborative Purchasing Program approved by the State of Georgia that establishes the best available price for the highest quality products. OMNIA Partners, Public Sector is the largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Their immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships. OMNIA Partners, Public Sector reduces the cost of purchased goods by combining the purchasing power of buyers like yourself. A competitive bid was solicited by Charlotte/ Mecklenburg, then made available to other agencies to piggyback. The contract is updated yearly and allows you to save all the steps required in the bid.

## WHO USES OMNIA PARTNERS?

Over 60,000 participants, buying everything from playground equipment to office furniture! Making OMNIA Partners the most values and trusted resources for organizations nationwide.

## WHO IS ELIGIBLE TO PARTICIPATE?

All state and public agencies, except Federal, having the authority to purchase from another public agency's competitively solicited contract. Agency's wishing to use GameTime's OMNIA Partners contract can do so through the Department of Administrative Services Order of Precedence tier program.

## WHAT KIND OF AGENCIES PARTICIPATE?

- All public government agencies (except Federal)
- Counties, Cities, Special Districts & Authorities
- State agencies
- Schools
- Universities
- Private institutions that receive public funds
- Non-profit Agencies (providing services on behalf of government)
- Public hospitals & clinics

Over 7,000 Georgia Agencies

# *Already Saving!*





Sign Up Online. Item 3.

# It's Simple.

## WHY SHOULD I USE OMNIA PARTNERS?

- Complete more projects within existing budgets
- Reduce bid and solicitation costs
- Consolidate contracts
- Save time and money
- Expands purchasing choices beyond state boundaries
- Directed by public purchasing professionals
- No cost to participate

## WHAT CAN GAMETIME OFFER ME?

All products offered by GameTime are eligible for the OMNIA Partners, Public Sector program. We are part of a Full-Service, "Turn-Key" Contract, including:

- Playground Equipment
- Playground Accessories
- Site Furnishings
- Playground Surfacing
- Shade Structures
- Water Spray Parks
- Fitness & Sports Equipment
- Park Equipment
- Installation

## CJ Bressoud

Territory Manager

GameTime / Dominica Recreation Products

[cj.bressoud@gametime.com](mailto:cj.bressoud@gametime.com) | [www.playdrp.com](http://www.playdrp.com) | 470-222-1627

## HOW DO I GET STARTED?

It's quick and easy to join OMNIA Partners, Public Sector. Visit [www.omniapartners.com](http://www.omniapartners.com) and click "register".

- A single registration allows participation in all OMNIA Partners, Public Sector contracts.
- Electronically execute MICPA (Master Intergovernmental Cooperative Purchasing Agreement)
- All OMNIA Partners, Public Sector contracts are competitively solicited by a lead public agency.
- No cost, No fees to participate.







A PLAYCORE Company

[gametime.com/omnia](http://gametime.com/omnia)  
800-235-2440





**COMPETITIVE SOLICITATION**

**BY CITY OF CHARLOTTE, NORTH CAROLINA**

**FOR**

**PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT,  
SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS  
AND SERVICES**

**ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES**

**AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES  
GOVERNMENT PURCHASING ALLIANCE**

**RFP #269-2017-028**

**January 25, 2017**

**REQUEST FOR PROPOSALS  
RFP # 269-2017-028**

**Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

JANURARY 25, 2017

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein "City" or "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov).

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **MARCH 16, 2017 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

**Request for Proposals**

**Attention: Karen Ewing**

**[Name of Company Submitting Proposal]**

**Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services**

**RFP # 269-2017-028**

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore  
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities  
RFP Project File



### Checklist for submitting a Proposal:

**Step 1- Read the document fully.**

**Step 2-** If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

**Steps 3-** If you have any questions send them before the deadline listed in **Section 3.3**.

**If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.**

**Proposal Copies** - Please provide the specified number for each format

- ☐ 2 Copies marked “Original” in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.
- ☐ 10 Copies on flash drive.

**Proposal Format** - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Fixed Percentage Discounts (Section 6, Form 4)
	Complete Playground Designs (per Section 6, Form 4)
	MWSBE Utilization (Section 6, Form 5)
	Company’s Background Response ) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Environmental Purchasing Responses (Section 6, Form 9)
	U.S. Communities Supplier Worksheet (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	IPEMA Certification (per Section 4.2)
	Proposer’s Complete Product & Services Price List (Per Section 4.19)
	ISO 9001 and 14001 Certification (per Section 4.2)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called “Exceptions” and offer an alternative solution).

**The above items constitute all that must be included in the Proposal.** If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 26.

**It is the Company’s responsibility to check [www.ips.state.nc.us](http://www.ips.state.nc.us) or <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> for any addenda or changes to this Project. Search for RFP # 269-2017-028 to find if any documents or changes have been posted.**

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## Section 1

## U.S. Communities Overview and Requirements

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### 1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS

#### 1.1 MASTER AGREEMENT

City of Charlotte (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services (herein “Products and Services”).

#### 1.2 OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier’s primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible Products and Services.

#### 1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are expected to propose the broadest possible selection of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

- 1) **Playground Equipment** - A complete listing of all park and Playground Equipment, Outdoor Fitness Equipment (for all ages) including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts available from the Company.
- 2) **Outdoor Fitness Equipment** – A complete listing of all Outdoor Fitness Equipment for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.
- 3) **Site Accessories** - A complete listing of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related Site Accessories available from the Company.



## Section 1

### U.S. Communities Overview and Requirements

---

- 4) **Surfacing Materials** - A complete listing of all park and playground Surfacing Materials including but not limited to pour in place, rubber tiles, wood fiber, and recycled materials available from the Company.
- 5) **Related Products** – Additional products such as, water parks, skate parks, dog parks and any other related Products available from the Company.
- 6) **Services** - The complete listing of Services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

#### 1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited Contracts for high quality Products and Services by large and well recognized public agencies (herein “Lead Public Agencies”). The Contracts are provided for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

##### 1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

##### 1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States. Each [Advisory Board Member](#) is expected to actively participate in product Proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

## Section 1

## U.S. Communities Overview and Requirements

### Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Ocean City, NJ	Onondaga County, NY
City of Seattle, WA	Port of Portland, OR
Cobb County, GA	Prince William County Schools, VA
Denver Public Schools, CO	San Diego Unified School District, CA
Emory University, GA	State of Iowa, IA
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

#### 1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over \$2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

#### 1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed



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### U.S. Communities Overview and Requirements

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to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

#### 1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's Products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

#### 1.4.6 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

#### 1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

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# U.S. Communities Overview and Requirements

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### SUPPLIER QUALIFICATIONS

#### 1.5 SUPPLIERS

##### 1.5.1 Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that



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## U.S. Communities Overview and Requirements

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national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

- (A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
- (B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
- (C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the

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# U.S. Communities Overview and Requirements

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Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
- (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.
- (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
- (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.



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### U.S. Communities Overview and Requirements

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- (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.
- (d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

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- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
  - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
    - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
    - (2) Copy of original procurement solicitation;
    - (3) Copy of Master Agreement including any amendments;
    - (4) Summary of Products and Services pricing;
    - (5) Electronic link to U.S. Communities' online registration page; and
    - (6) Other promotional material as requested by U.S. Communities.
  - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use



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Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

**1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION**

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

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 <b>New Supplier Implementation Checklist</b>		Target Completion After Award
<b>1. First Conference Call</b>		<b>One Week</b>
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
<b>2. Executed Legal Documents</b>		<b>One Week</b>
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
<b>3. Program Contact Requirements</b>		<b>One Week</b>
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
<b>4. Second Conference Call</b>		<b>Two Weeks</b>
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
<b>5. Marketing Kick Off Call</b>		<b>Two Weeks</b>
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
<b>6. Initial NAM &amp; Staff Training Meetings</b>		<b>Three Weeks</b>
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
<b>7. Senior Management Meeting</b>		<b>Four Weeks</b>
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
<b>8. Review Top Joint Target Opportunities</b>		<b>Five Weeks</b>
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
<b>9. Web Development</b>		
Initiate E-Commerce Conversation		<b>Two Weeks</b>
Product Upload to U.S. Communities site		<b>Five Weeks</b>
<b>10. Sales Training &amp; Roll Out</b>		
Program Manager briefing - Coordinate with NAM		<b>Five Weeks</b>
Initial remote WebEx training for all sales - Coordinate with NAM		<b>Three Weeks</b>
Initiate contact with Advisory Board (AB) members		<b>Six Weeks</b>
Determine PM & Local Metro teams strategy sessions		<b>Six Weeks</b>
<b>11. Marketing – see marketing deliverables checklist as reviewed with marketing contact</b>		<b>Eight Weeks</b>
<b>12. Agency Webinars</b>		<b>Post Launch</b>



## Section 2

### Introduction and General Information

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## 2. INTRODUCTION.

### 2.1 Objective.

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies (“PPA”) to determine which Company and Proposed Solution will best meet the City’s needs for providing the Products and Services as requested in this RFP.

### 2.2 Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user

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	manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.



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<i>Post-Consumer Recycled Material:</i>	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goals:</i>	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
<i>Women Business Enterprise (WBE):</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

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*Work Product:* Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

#### 2.3 Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

#### 2.4 City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 2.4.1 To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 2.4.2 To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 2.4.3 To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 2.4.4 To waive any defect or irregularity in any Proposal received;
- 2.4.5 To reject any or all Proposals;
- 2.4.6 To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 2.4.7 To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 2.4.8 To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 2.4.9 To terminate discussions and negotiations with any Company at any time and for any reason.

#### 2.5 Expense of Submittal Preparation.



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The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

#### 2.6 **Proposal Conditions.**

The following terms are applicable to this RFP and the Company's Proposal.

##### 2.6.1 RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

##### 2.6.2 Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and

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expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

#### 2.6.3 Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at [www.ips.state.nc.us](http://www.ips.state.nc.us), and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2017-028. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

#### 2.6.4 Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

#### 2.6.5 Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

#### 2.6.6 Charlotte Business INClusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

#### 2.6.7 Subcontracting.

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.



## Section 2

### Introduction and General Information

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#### 2.6.8 Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

#### 2.6.9 Use of City's Name.

No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

#### 2.6.10 Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal.**" No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

#### 2.6.11 No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

#### 2.6.12 Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

#### 2.6.13 Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and

## Section 2

### Introduction and General Information

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- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

**2.6.14 Companies' Obligation to Fully Inform Themselves.**

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

**2.6.15 Environmentally Preferable Purchasing.**

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.



## Section 3

### Procurement Process

### 3 PROCUREMENT PROCESS.

This Section 3 contains information about the procurement process for this Project.

#### 3.1 Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
JANUARY 25, 2017	<i>Issuance of RFP.</i> The City issues this RFP.
FEBRUARY 1, 2017	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
FEBRUARY 3, 2017	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
FEBRUARY 7, 2017	<i>Non-Mandatory Pre-Proposal Conference</i> to be held at the location indicated in Section 3.4 at 10:00 a.m.
FEBRUARY 15, 2017	<i>Submission of Written Questions After the Pre-Proposal Conference.</i> Questions are due by 5:00 p.m.
MARCH 16, 2017	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9 th Floor.
MARCH 20, 2017- APRIL 13, 2017	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
MAY 9, 2017	<i>Contract Award by Charlotte City Council.</i>
JULY 1, 2017	<i>Services commence.</i> Company begins providing the Services.

#### 3.2 Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **FEBRUARY 1, 2017** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

#### 3.3 Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement**

## Section 3

### Procurement Process

#### Officer.

Karen Ewing, Deputy Chief Procurement Officer  
 City of Charlotte  
 Procurement Management Division  
 600 East 4th Street, CMGC 9th Floor  
 Charlotte, NC 28202  
 RFP # 269-2017-028  
 Fax: 704-632-8254  
 E-mail: [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov)

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on February 3, 2017**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at [www.ips.state.nc.us](http://www.ips.state.nc.us), and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> RFP# 269-2017-028. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

#### 3.4 Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **FEBRUARY 7, 2017, at 10:00 a.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room #280 or via teleconference at 704-432-5488.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

#### 3.5 Submission of Proposals.

Proposals must be in the format specified in Section 5 of this RFP. Ten (10) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **MARCH 16, 2017 on or before but no later than 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

**Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as**



## Section 3

### Procurement Process

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**Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.**

Do not arrive at the Procurement Management Division on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

#### 3.6 **Correction of Errors.**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

#### 3.7 **Evaluation.**

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Company(ies). Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

#### 3.8 **Proposal Evaluation Criteria.**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.

## Section 3

### Procurement Process

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2. Demonstrated knowledge, background, capacity, and ability to sell, deliver, and support all Products and Services offered and in compliance with the requirements of this RFP.
3. Capability of meeting or exceeding current and future needs and requirements of U.S. Communities and U.S. Communities members.
4. Qualifications and Experience; (including past performances, administration, management capabilities).
5. Range and quality of Products and Services offerings including technological advances, and value added related Services.
6. Proposed Approach and Proposed Solution
7. Proposed Playgrounds per Section 6, Form 4– taking into consideration
  - a. Design
  - b. Quality
  - c. Durability
  - d. Play value
  - e. ADA Accessibility and Inclusivity
  - f. Product warranty
8. Cost effectiveness and Value.
9. Overall ability to perform sales, solutions, and contract support as submitted.
10. Ability to demonstrate Products and Services that meet and/or exceed industry standards accepted by governmental and educational agencies nationally.
11. Financial Qualifications.
12. Company Environmental Initiatives.
13. MWBE, and other factors specified in this Request for Proposals.
14. References.

#### 3.9 Qualifications and Experience

Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

#### 3.10 Project Approach / Proposed Solution.

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

#### 3.11 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

#### 3.12 MWSBE Subcontractor Utilization.

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion



## Section 3

### Procurement Process

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efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

#### **3.13 Acceptance of the Terms of the Contract.**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

#### **3.14 Contract Award by City Council.**

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

#### **3.15 Vendor Inclusion.**

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

## Section 4

### Scope of Services

#### 4 SCOPE OF SERVICES.

##### 4.1 General Scope.

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

##### 4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

##### 4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.



## Section 4

### Scope of Services

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#### 4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

#### 4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: [www.ipema.org](http://www.ipema.org).

**All equipment must be IPEMA Certified. Certification must be included with your proposal submission.**

#### 4.3 Environmental Purchasing Requirements.

Each Manufacturer must provide documentation of their respective company’s environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

#### 4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

#### 4.5 Replacement Parts.

Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

#### 4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

#### 4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers’ certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

## Section 4

### Scope of Services

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All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

#### 4.8 Design.

Companies must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

#### 4.9 Project Management.

Companies must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

#### 4.10 Safety.

All Companies and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

#### 4.11 Literature and Catalogs.

The successful Companies will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

#### 4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

#### 4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made.



## Section 4

### Scope of Services

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Delivery location shall be stated on each purchase order issued by Participating Agencies.

3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

#### 4.14 **Optional Work.**

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

#### 4.15 **Material Specifications.**

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

#### 4.16 **Additional Requirements.**

Successful Companies may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

#### 4.17 **Performance Bond.**

Successful Companies may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

#### 4.18 **Reports.**

Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

#### 4.19 **Pricing.**

**4.19.1** Companies must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in

## Section 4

### Scope of Services

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Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The successful Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

**4.19.2 Volume Discounts:** Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

**4.19.3 Rebates:** Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

**4.19.4 Product, Design and Price Comparison.**

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
  - Number of ground level components
  - Number of accessible ground level components
  - Number of elevated components
  - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.



## Section 4

### Scope of Services

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#### 4.19.5 Installation.

Proposal responses must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

#### 4.19.6 Shipping and Delivery.

Companies must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

#### 4.20 Price Adjustments.

**All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018).** Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

#### 4.21 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

#### 4.22 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

## Section 5

### Proposal Content and Format

#### 5 PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

**Proposals must also include ten (10) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.**

##### 5.1.1 Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

##### 5.1.2 Executive Summary.

The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

##### 5.1.3 Required Forms and Certifications.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and all certifications requested in Section 4.

##### 5.1.4 U.S. Communities Requirements.

To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

##### 5.1.5 Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further



## Section 5

### Proposal Content and Format

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consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

## Section 6 Required Forms

### REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2017-028

#### Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2017-028, Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **FEBRUARY 1, 2017**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing  
Deputy Chief Procurement Officer  
Procurement Management  
Fax: 704.632.8254  
Email: [kewing@charlottenc.gov](mailto:kewing@charlottenc.gov)

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: _____

_____ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____



## Section 6 Required Forms

### REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

**RFP # 269-2017-028**

#### **Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

**ADDENDUM #:**


**DATE ADDENDUM  
DOWNLOADED:**


I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

_____  
(Please Print Name)

_____  
Date

_____  
Authorized Signature

_____  
Title

_____  
Company Name

## Section 6 Required Forms

### REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2017-028

#### Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____  
(Area Code) Telephone Number

Facsimile: _____  
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.



## Section 6 Required Forms

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4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

☐ Include exceptions to the sample contract in the following section of my Proposal: _____

☐ Not include any exceptions to the Sample Terms.

**Representative (signed):** _____

## Section 6 Required Forms

### REQUIRED FORM 4 - PRICING WORKSHEET

**RFP # 269-2017-028**

#### **Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply for the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	



## Section 6 Required Forms

Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs  
**(FOR EVALUATION AND PRICE COMPARISON ONLY):**

- 1) 3 dimensional Drawings
- 2) Number of kids that can use the playground;
- 3) Total number of play components:
  - a. Number of ground level components
  - b. Number of accessible ground level components
  - c. Number of elevated components
  - d. Number of accessible elevated components
- 4) Play Structure Size
- 5) Deck Sizes
- 6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
  - a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
  - b) Design Services
  - c) Surfacing
  - d) Installation
  - e) Any other products or services that is associated with this sample.
- 7) Diameter of Uprights
- 8) Color options
- 9) Minimum time needed from date of design to delivery of equipment
- 10) **DO NOT** include freight in sample Playground pricing.

### **DESIGN 1:**

**Site Dimensions:** 50 ft. x 125 ft.  
**Budget:** \$225,000 (must include all design, equipment, and installation costs)  
**Ages:** Separate play area for 2 to 5 years old  
 Separate play area for 5-12 years old  
**Design:** Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

#### **Inclusive play components that:**

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.

## Section 6 Required Forms

- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.
- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

### 2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

### 5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

### Surfacing:

- Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

### Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5" diameter posts).
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

### Design 2:

Site Dimensions: 45ft. x 65 ft.  
 Budget: \$85,000 (must include all design, equipment, and installation costs)  
 Ages: 5-12 years old  
 Design: Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (4) Climbers



## Section 6

### Required Forms

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- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

#### Surfacing:

Minimum of 12 inches compacted wood safety surfacing.

#### Design 3:

Site Dimensions: 30 ft. x 45 ft.

Budget: \$45,000 (must include all design, equipment, and installation costs)

Ages: 13+ years old

Design: Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

#### Surfacing:

No Surfacing required.

## Section 6 Required Forms



### REQUIRED FORM 5 – M/W/SBE UTILIZATION

**RFP # 269-2017-028**

#### **Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities. Companies must submit this form with their proposal outlining any supplies and/or Services to be provided by each City certified SBE, and/or City registered MBE and WBE for the Contract. The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Please indicate if **your company** is any of the following:

___ MBE    ___ WBE    ___ SBE    ___ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

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Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

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List below all **MWSBEs** that you intend use on this Contract:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #

**Representative (signed):** _____

_____  
Date

_____  
Representative Name



## Section 6 Required Forms

### REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

**RFP # 269-2017-028**

#### **Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

## Section 6 Required Forms

### Required form 7 – References RFP # 269-2017-028

#### Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	



## Section 6 Required Forms

### REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

#### Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

All requests for Bids or Bids issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Bid, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

## Section 7

## Required U.S. Communities Information

**COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION**

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?  
YES _____ NO _____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?  
YES _____ *NO _____  
(*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?  
YES _____ *NO _____  
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:  
_____ Sales between \$0 and \$25,000,000  
_____ Sales between \$25,000,001 and \$50,000,000  
_____ Sales between \$50,000,001 and \$100,000,000  
_____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?  
YES _____ NO _____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?  
YES _____ NO _____
- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?  
YES _____ NO _____
- H. Will your company commit to the following program implementation schedule?  
YES _____ NO _____
- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?  
YES _____ NO _____

Submitted by: _____

_____  
(Printed Name)

_____  
(Signature)

_____  
(Title)

_____  
(Date)



## Section 7

### Required U.S. Communities Information

#### SUPPLIER INFORMATION

Please respond to the following requests for information about your Company:

##### National Commitments

1. Proposer shall provide a written narrative of your understanding and acceptance of the Company Qualifications Commitments in Section 1.5.

##### Company

1. Provide the total number and location of sales persons employed by your Company in the United States.

##### *Example:*

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
<b>Total: 366</b>		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Provide the Company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

## Section 7

### Required U.S. Communities Information

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4. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015</b>			
<b>Segment</b>	<b>2014 Sales</b>	<b>2015 Sales</b>	<b>2016 Sales</b>
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<b>Total Supplier Sales</b>			

5. Provide a list of your Company's ten largest public agency customers, including contact information.

#### **Distribution**

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. Provide the number and location of support centers (if applicable).
5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
  - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
  - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as



## Section 7

### Required U.S. Communities Information

defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

#### **Marketing**

1. Outline your company's sales and marketing plan for marketing the Products to eligible agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

#### **National Staffing Plan**

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		

## Section 7

### Required U.S. Communities Information

Reporting Lead	Responsible for providing monthly reports to USC.		
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3. Provide an organizational chart of your company.
4. Submit the a bio for each of the below personnel:
  - a. The person your company proposes to serve as the National Accounts Manager,
  - b. Each person that will be dedicated full time to U.S. Communities account management, and
  - c. Key executive personnel that will be supporting the program.

#### **Products, Services and Solutions**

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section Five of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Specify guaranteed fill rate by product category specified in Section Five.
6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Parts and Services.

#### **Qualifications, Experience and Project Management Capabilities**

1. Identify your company's authorized distributors and installers by U.S. state;
2. Identify your company's bonding capacity on a national basis (if applicable);
3. List the states where the bidder is licensed to do business (if applicable);
4. List the states where the bidder or sub-contractor is licensed to do business (if applicable);



## Section 7

### Required U.S. Communities Information

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5. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

#### **Administration**

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
  - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
  - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
  - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
  - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

#### **Environmental**

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

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### Required U.S. Communities Information

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3. Please indicate if you have any products in your offering that have any third-party environmental certifications.
4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

#### **Financial Statements**

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

#### **Additional Information**

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.



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### Required U.S. Communities Information

#### ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

#### RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

#### ARTICLE I

#### GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

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1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

## ARTICLE II

### TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

## ARTICLE III

### REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.



## Section 7

**Required U.S. Communities Information**

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the “Founding Co-Sponsors”) and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier’s marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities’ private intranet website which provides presentations, documents and information to assist Supplier’s sales force in effectively promoting the Master Agreement.

3.3 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier’s primary contractual offering of Products and Services to Public Agencies. All of Supplier’s direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier’s primary offering and not just one of Supplier’s contract options.

(ii) Supplier’s sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier’s senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier’s Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating

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### Required U.S. Communities Information

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Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be



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required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master

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### Required U.S. Communities Information

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Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;



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**Required U.S. Communities Information**

- (3) Copy of Master Agreement including any amendments;
  - (4) Summary of Products and Services pricing;
  - (5) Electronic link to U.S. Communities' online registration page; and
  - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
  - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable

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### Required U.S. Communities Information

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attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

#### ARTICLE IV

#### PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Pul made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

#### ARTICLE V

#### FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.



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### Required U.S. Communities Information

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5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to [reporting@uscommunities.org](mailto:reporting@uscommunities.org). If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

### ARTICLE VI

### MISCELLANEOUS

## Section 7

### Required U.S. Communities Information

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6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities  
9711 Washingtonian Blvd., Suite 100  
Gaithersburg, MD 20878-7381  
Attn: Program Manager Administration

Supplier:

_____  
_____  
_____

Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.



**Section 7****Required U.S. Communities Information**

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

*[Remainder of Page Intentionally Left Blank – Signatures Follow]*

**Section 7****Required U.S. Communities Information**

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IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

_____

By _____

Name: _____

Title: _____



**Section 7**

**Required U.S. Communities Information**

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ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

## Section 7

# Required U.S. Communities Information

### ATTACHMENT B

### SALES REPORT FORMAT

#### Appendix B - US (Data Format)

Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	180	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	180	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1803.64
956000735	180	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	180	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	180	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	180	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other



## Section 8

### U.S. Communities Additional Provisions

#### U.S. COMMUNITIES ADDITIONAL PROVISIONS

##### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the

## Section 8

### U.S. Communities Additional Provisions

Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.



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### U.S. Communities Additional Provisions

#### STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

**Nationwide:**

[http://www.usa.gov/Agencies/Local Government/Cities.shtml](http://www.usa.gov/Agencies/Local%20Government/Cities.shtml)

**Other states:**

**State of Oregon, State of Hawaii, State of Washington**

AgencyName	State	COUNTY OF MAUI	HI
Malama Honua Public Charter School	HI	Lanai Community Health Center	HI
ST JOHN THE BAPTIST	HI	Maui High Band Booster Club	HI
Waimanalo Elementary and Intermediate School	HI	Tri-Isle Resource Conservation and Development District	HI
Kailua High School	HI	Kumulani Chapel	HI
PACIFIC BUDDHIST ACADEMY	HI	Chamber of Commerce Hawaii	HI
HAWAII TECHNOLOGY ACADEMY	HI	Naalehu Assembly of God	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	outrigger canoe club	HI
MARYKNOLL SCHOOL	HI	One Kalakaua	HI
ISLAND SCHOOL	HI	Native Hawaiian Hospitality Association	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	St. Theresa School	HI
KE KULA O S. M. KAMAKAU	HI	Hawaii Peace and Justice	HI
KAMEHAMEHA SCHOOLS	HI	Kauai Youth Basketball Association	HI
HANAHAU'OLI SCHOOL	HI	NA HALE O MAUI	HI
KIHEI CHARTER SCHOOL	HI	LEEWARD HABITAT FOR HUMANITY	HI
EMMANUAL LUTHERAN SCHOOL	HI	WAIANAE COMMUNITY OUTREACH	HI
School Lunch Program	HI	NA LEI ALOHA FOUNDATION	HI
Ewa Makai Middle School	HI	HAWAII FAMILY LAW CLINIC	HI
Our Savior Lutheran School	HI	DBA ALA KUOLA	
BOARD OF WATER SUPPLY	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
MAUI COUNTY COUNCIL	HI	UNIVERSITY OF HAWAII	HI
Kauai County Council	HI	FEDERAL CREDIT UNION	
Honolulu Fire Department	HI		

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### U.S. Communities Additional Provisions

LANAKILA REHABILITATION CENTER INC.	HI	Kipuka o Ke Ola	HI
POLYNESIAN CULTURAL CENTER	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	MAUI FAMILY YMCA	HI
BISHOP MUSEUM	HI	WAILUKU FEDERAL CREDIT UNION	HI
ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	ST. THERESA CHURCH	HI
ASSOCIATION OF OWNERS OF KUKUI PLAZA	HI	HALE MAHAOLU	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI	West Maui Community Federal Credit Union	HI
NETWORK ENTERPRISES, INC.	HI	Hawaii Island Humane Society	HI
HONOLULU HABITAT FOR HUMANITY	HI	Western Pacific Fisheries Council	HI
ALOHACARE	HI	Kama'aina Care Inc	HI
ORI ANUENUE HALE, INC.	HI	International Archaeological Research Institute, Inc.	HI
IUPAT, DISTRICT COUNCIL 50	HI	Community Empowerment Resources	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Tutu and Me Traveling Preschool	HI
HAROLD K.L. CASTLE FOUNDATION	HI	First United Methodist Church	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	United Chinese Society	HI
EAH, INC.	HI	Haggai Institue	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	AOAO Royal Capitol Plaza	HI
HABITAT FOR HUMANITY MAUI	HI	Kumpang Lanai	HI
W. M. KECK OBSERVATORY	HI	Child and Family Service	HI
HAWAII EMPLOYERS COUNCIL	HI	MARINE SURF WAIKIKI, INC.	HI
HAWAII STATE FCU	HI	Hawaii Health Connector	HI
MAUI COUNTY FCU	HI	Hawaii Carpenters Market Recovery Program Fund	HI
PUNAHOU SCHOOL	HI	Puu Heleakala Community Association	HI
YMCA OF HONOLULU	HI	Saint Louis School	HI
EASTER SEALS HAWAII	HI	Kailua Racquet Club, Ltd.	HI
AMERICAN LUNG ASSOCIATION	HI	Homewise Inc.	HI
Pohaha I Ka Lani	HI	Hawaii Baptist Academy	HI
Hawaii Area Committee	HI	Kroc Center Hawaii	HI
Tri-Isle RC&D	HI	Kupu	HI
Lanai Federal Credit Union	HI	University of the Nations	HI
Aloha United Way	HI	ARGOSY UNIVERSITY	HI
		HAWAII PACIFIC UNIVERSITY	HI
		UNIVERSITY OF HAWAII AT MANOA	HI
		RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
		BRIGHAM YOUNG UNIVERSITY	HI



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### U.S. Communities Additional Provisions

- HAWAII		Access	
University Clinical Research and Association	HI	CITY AND COUNTY OF HONOLULU	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI	Lanai Youth Center	HI
Ricoh	HI	Silver Dolphin Bistro	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI	Commander, Navy Region Hawaii	HI
Hawaii Information Consortium	HI	US Navy	HI
Leeward Community Church	HI	Defense Information System Agency	HI
E Malama In Keiki O Lanai	HI	84th Engineer Battalion	HI
Keawala'i Congregational Church	HI	Department of Veterans Affairs	HI
Lanai Community Hospital	HI	Central School District 13J (Polk County, Oregon)	OR
Angels at Play Preschool & Kindergarten	HI	Milton-Freewater Unified School District No 7	OR
Queen Emma Gardens AOA	HI	Scappoose Adventist School	OR
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI	Ontario School District 8C	OR
Honolulu Community College	HI	Trillium Charter School	OR
COLLEGE OF THE MARSHALL ISLANDS	HI	Echo School District	OR
DOT Airports Division Hilo International Airport	HI	Warrenton Hammond School	OR
Judiciary - State of Hawaii	HI	Immanuel Lutheran School	OR
ADMIN. SERVICES OFFICE	HI	Columbia Academy	OR
SOH- JUDICIARY CONTRACTS AND PURCH	HI	VALLEY CATHOLIC SCHL	OR
STATE DEPARTMENT OF DEFENSE	HI	CROOK COUNTY SCHOOL DISTRICT	OR
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI	CORBETT SCHL DIST #39	OR
HAWAII HEALTH SYSTEMS CORPORATION	HI	Trinity Lutheran Church and School	OR
HAWAII AGRICULTURE RESEARCH CENTER	HI	Bethel School District #52	OR
STATE OF HAWAII	HI	OREGON CITY PUBLIC SCHL	OR
Third Judicial Circuit - State of Hawaii	HI	Ppmc Education Committee	OR
State of Hawaii Department of Transportation	HI	Stayton Christian School	OR
Office of the Governor	HI	South Columbia Family School	OR
State of Hawaii-Department of Health-Disability & Communication	HI	Sunrise Preschool	OR
		St. Therese Parish/School	OR
		PINE-EAGLE SCHOOL DISTRICT 061	OR
		Portland YouthBuilders	OR
		Wallowa County ESD	OR
		Fern Ridge School District 28J	OR
		Knova Learning	OR
		New Horizon Christian School	OR
		MOLALLA RIVER ACADEMY	OR

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## U.S. Communities Additional Provisions

HIGH DESERT EDUCATION SERVICE DISTRICT	OR	BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
St. Luke Catholic School	OR	HARNEY EDUCATION SERVICE DISTRICT	OR
SOUTHWEST CHARTER SCHOOL	OR	GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
WHITEAKER MONTESSORI SCHOOL	OR	LAKE OSWEGO SCHOOL DISTRICT 7J	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
NEAH-KAH-NIE DISTRICT NO.56	OR	SILVER FALLS SCHOOL DISTRICT	OR
INTER MOUNTAIN ESD	OR	St Helens School District	OR
STANFIELD SCHOOL DISTRICT	OR	DAYTON SCHOOL DISTRICT NO.8	OR
LA GRANDE SCHOOL DISTRICT	OR	Amity School District 4-J	OR
CASCADE SCHOOL DISTRICT	OR	SCAPPOOSE SCHOOL DISTRICT 1J	OR
DUFUR SCHOOL DISTRICT NO.29	OR	REEDSPORT SCHOOL DISTRICT	OR
hillsboro school district	OR	FOREST GROVE SCHOOL DISTRICT	OR
GASTON SCHOOL DISTRICT 511J	OR	DAVID DOUGLAS SCHOOL DISTRICT	OR
BEAVERTON SCHOOL DISTRICT	OR	LOWELL SCHOOL DISTRICT NO.71	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR	TIGARD-TUALATIN SCHOOL DISTRICT	OR
WILLAMINA SCHOOL DISTRICT	OR	SHERWOOD SCHOOL DISTRICT 88J	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR	RAINIER SCHOOL DISTRICT	OR
Sheridan School District 48J	OR	NORTH CLACKAMAS SCHOOL DISTRICT	OR
THE CATLIN GABEL SCHOOL	OR	MONROE SCHOOL DISTRICT NO.1J	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR	CHILDPEACE MONTESSORI	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR	HEAD START OF LANE COUNTY	OR
CANYONVILLE CHRISTIAN ACADEMY	OR	HARNEY COUNTY SCHOOL DIST. NO.3	OR
OUR LADY OF THE LAKE SCHOOL	OR	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
NYSSA SCHOOL DISTRICT NO. 26	OR	ARCHBISHOP FRANCIS	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR	NORBERT BLANCHET SCHOOL	OR
LIVINGSTONE ADVENTIST ACADEMY	OR	LEBANON COMMUNITY SCHOOLS NO.9	OR
Santiam Canyon SD 129J	OR	MT.SCOTT LEARNING CENTERS	OR
WEST HILLS COMMUNITY CHURCH	OR	SEVEN PEAKS SCHOOL	OR
BANKS SCHOOL DISTRICT	OR		
WILLAMETTE EDUCATION SERVICE DISTRICT	OR		



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### U.S. Communities Additional Provisions

DE LA SALLE N CATHOLIC HS	OR	GLIDE SCHOOL DISTRICT NO.12	OR
MULTISENSORY LEARNING ACADEMY	OR	SOUTH UMPQUA SCHOOL DISTRICT #19	OR
MITCH CHARTER SCHOOL	OR	YONCALLA SCHOOL DISTRICT NO.32	OR
REALMS CHARTER SCHOOL	OR	ELKTON SCHOOL DISTRICT NO.34	OR
BAKER SCHOOL DISTRICT 5-J	OR	DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
PHILOMATH SCHOOL DISTRICT	OR	HOOD RIVER COUNTY SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR	PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CANBY SCHOOL DISTRICT	OR	CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR	JACKSON CO SCHOOL DIST NO.9	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR	ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR	MEDFORD SCHOOL DISTRICT 549C	OR
ESTACADA SCHOOL DISTRICT NO.108	OR	CULVER SCHOOL DISTRICT NO.	OR
GLADSTONE SCHOOL DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
ASTORIA SCHOOL DISTRICT 1C	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
SEASIDE SCHOOL DISTRICT 10	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR	KLAMATH FALLS CITY SCHOOLS	OR
VERNONIA SCHOOL DISTRICT 47J	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	CRESWELL SCHOOL DISTRICT	OR
COOS BAY SCHOOL DISTRICT	OR	SOUTH LANE SCHOOL DISTRICT 45J3	OR
NORTH BEND SCHOOL DISTRICT 13	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
COQUILLE SCHOOL DISTRICT 8	OR	SIUSLAW SCHOOL DISTRICT	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	SWEET HOME SCHOOL DISTRICT NO.55	OR
BANDON SCHOOL DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	ONTARIO MIDDLE SCHOOL	OR
REDMOND SCHOOL DISTRICT	OR	GERVAIS SCHOOL DIST. #1	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR		
ROSEBURG PUBLIC SCHOOLS	OR		

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### U.S. Communities Additional Provisions

JEFFERSON SCHOOL DISTRICT	OR	Vale School District No. 84	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR	St. Mary School	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR	Junction City High School	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR	Three Rivers School District	OR
MORROW COUNTY SCHOOL DISTRICT	OR	Fern Ridge School District	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR	JESUIT HIGH SCHL EXEC OFC	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR	LASALLE HIGH SCHOOL	OR
DALLAS SCHOOL DISTRICT NO. 2	OR	Southwest Christian School	OR
CENTRAL SCHOOL DISTRICT 13J	OR	Willamette Christian School	OR
St. Mary Catholic School	OR	Westside Christian High School	OR
CROSSROADS CHRISTIAN SCHOOL	OR	CS LEWIS ACADEMY	OR
ST. ANTHONY SCHOOL	OR	Portland America School	OR
Pedee School	OR	Forest Hills Lutheran School	OR
HERITAGE CHRISTIAN SCHOOL	OR	Mosier Community School	OR
BEND-LA PINE SCHOOL DISTRICT	OR	Koreducators Lep High	OR
GLENDALE SCHOOL DISTRICT	OR	Warrenton Hammond School District	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR	Sutherlin School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Malheur Elementary School District	OR
REYNOLDS SCHOOL DISTRICT	OR	Ontario School District	OR
CENTENNIAL SCHOOL DISTRICT	OR	Parkrose School District 3	OR
NOBEL LEARNING COMMUNITIES	OR	Riverdale School District 51J	OR
St. Stephen's Academy	OR	Tillamook School District	OR
McMinnville Adventist Christian School	OR	Madeleine School	OR
Salem-Keizer 24J	OR	Union School District	OR
McKay High School	OR	Helix School District	OR
Pine Eagle Charter School	OR	Riddle School District	OR
Waldo Middle School	OR	Ashbrook Independent School	OR
OAKLAND SCHOOL DISTRICT 001	OR	Molalla River School District	OR
hermiston school district	OR	Corvallis School District 509J	OR
Clear Creek Middle School	OR	Falls City School District #57	OR
Marist High School	OR	Portland Christian Schools	OR
Victory Academy	OR	LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
		Insight School of Oregon Painted Hills	OR
		Deer Creek Elementary School	OR
		Yamhill Carlton School District	OR
		COLTON SCHL DIST 53	OR
		HARRISBURG SCHL DIST	OR
		CENTRAL CURRY SCHL DIST#1	OR
		BNAI BRITH CAMP	OR
		OREGON FOOD BANK	OR



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### U.S. Communities Additional Provisions

HOSANNA CHRISTIAN SCHL	OR	GILLIAM COUNTY OREGON	OR
ABIQUA SCHL	OR	UMATILLA COUNTY, OREGON	OR
Salem keizar school district	OR	DOUGLAS ELECTRIC	OR
Scio High School	OR	COOPERATIVE, INC.	
Athena Weston School District 29RJ	OR	MULTNOMAH LAW LIBRARY	OR
Butte Falls School District	OR	clackamas county	OR
Bend International School	OR	CLATSOP COUNTY	OR
Imbler School District #11	OR	COLUMBIA COUNTY, OREGON	OR
monument school	OR	coos county	OR
PENDLETON SCHOOL DISTRICT	OR	CROOK COUNTY ROAD	OR
#16R		DEPARTMENT	
Ohara Catholic School	OR	CURRY COUNTY OREGON	OR
MARCOLA SCHOOL DISTRICT	OR	DESCHUTES COUNTY	OR
079J		GILLIAM COUNTY	OR
LINN-BENTON-LINCOLN ESD	OR	GRANT COUNTY, OREGON	OR
Reynolds High School	OR	HARNEY COUNTY SHERIFFS	OR
St. Paul School District	OR	OFFICE	
Sabin-Schellenberg Technical Center	OR	HOOD RIVER COUNTY	OR
St Paul Parish School	OR	jackson county	OR
Joseph School District	OR	josephine county	OR
EagleRidge High School	OR	klamath county	OR
Grant Community School	OR	LANE COUNTY	OR
Hope chinese charter	OR	LINN COUNTY	OR
Northwest Academy	OR	MARION COUNTY , SALEM,	OR
Sunny Wolf Charter School	OR	OREGON	
MCKENZIE SCHOOL DISTRICT	OR	MULTNOMAH COUNTY	OR
068		SHERMAN COUNTY	OR
L'Etoile French Immersion School	OR	WASCO COUNTY	OR
LA GRANDE SCHOOL DISTRICT	OR	YAMHILL COUNTY	OR
001		WALLOWA COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	ASSOCIATION OF OREGON	OR
Marist Catholic High School	OR	COUNTIES	
Springfield Public Schools	OR	NAMI LANE COUNTY	OR
Elgin school dist.	OR	BENTON COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	DOUGLAS COUNTY	OR
Ukiah School District 80R	OR	JEFFERSON COUNTY	OR
Lake Oswego Montessori School	OR	LAKE COUNTY	OR
North Powder Charter School	OR	LINCOLN COUNTY	OR
Siletz Valley School	OR	POLK COUNTY	OR
French American School	OR	UNION COUNTY	OR
Mastery Learning Institute	OR	WASHINGTON COUNTY	OR
North Lake School District 14	OR	MORROW COUNTY	OR
Early College High School	OR	Mckenzie Personnel Services	OR

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### U.S. Communities Additional Provisions

Washington County Facilities & Park Services	OR	Bend Elks Lodge 1371	OR
Multnomah County Department of Community Justice	OR	Friendly House, Inc.	OR
NORCOR Juvenile Detention	OR	Klamath Siskiyou Wildlands Center	OR
Tillamook County Estuary	OR	Grants Pass Seventh-day Adventist Church	OR
Job Council	OR	Corvallis Waldorf School	OR
BAKER CNTY GOVT	OR	Farmworkers Housing Development Corporation	OR
TILLAMOOK CNTY	OR	World Forestry Center	OR
Multnomah County Dept of County Assets	OR	Adapt	OR
Wheeler County	OR	Kid Time	OR
Clackamas County Service District # 1/Tri-City Service District	OR	Oregon Farm Bureau	OR
Resource Connections of Oregon	OR	Mt Emily Safe Center	OR
Lane County Sheriff's Office	OR	Salem First Presbyterian Church	OR
Clatsop County Sheriff's Office	OR	Rolling Hills Baptist Church	OR
Harney County Community Corrections	OR	Baker Elks	OR
Grant County Economic Development	OR	Gates Community Church of Christ	OR
Clackamas County Juvenile Dept	OR	PIP Corps LLC	OR
Columbia Basin Care Facility	OR	Turtle Ridge Wildlife Center	OR
City of Seaside Police Department	OR	Grande Ronde Model Watershed Foundation	OR
Tamarack Aquatic Center	OR	Western Environmental Law Center	OR
Seven Feathers Casino	OR	Oregon District 7 Little League	OR
Oliver P Lent PTA	OR	Mercy Flights, Inc.	OR
Willamette Valley Rehab Center	OR	Metropolitan Contractor Improvement Partnership	OR
St Paul Baptist Church	OR	The Christian Church of Hillsboro Oregonb	OR
Long Tom Watershed Council	OR	Congregation Neveh Shalom	OR
San Martin Deporres Catholic Church	OR	My Fathers House	OR
Portland Parks Foundation	OR	Step Forward Activities Inc	OR
Sweet Home United Methodist Church	OR	HHoly Trinity Greek Orthodox Cathedral	OR
Cedar Hills Baptist Church	OR	MECOP Inc.	OR
Good Samaritan Ministries	OR	Workforce Northwest Inc	OR
Unitarian Universalist Church in Eugene	OR	Lane Arts Council	OR
Emmanuel Bible Church	OR	Building Healthy Family	OR
Portland Community Media	OR	Integral Youth Services	OR
La Pine Chamber of Commerce	OR	Children Center At Trinity	OR
Stone Creek Christian Church	OR	Beaverton Christians Church	OR
Rogue Valley Youth Football	OR	Oregon Humanities	OR
		St. Pius X School	OR



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### U.S. Communities Additional Provisions

Community Connection of Northeast Oregon, Inc.	OR	REDMOND PROFICIENCY ACADEMY	OR
St Mark Presbyterian Church	OR	OHSU FOUNDATION	OR
Living Opportunities, Inc.	OR	SHELTERCARE	OR
Coos Art Museum	OR	PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
OETC	OR	PACIFIC INSTITUTES FOR RESEARCH	OR
Blanchet House of Hospitality	OR	Mental Health for Children, Inc.	OR
Garten Services Inc	OR	The Dreaming Zebra Foundation	OR
Incite Incorporated	OR	LAUREL HILL CENTER	OR
Merchants Exchange of Portland, Oregon	OR	THE OREGON COMMUNITY FOUNDATION	OR
Coalition for a Livable Future	OR	OCHIN	OR
West Salem United Methodist	OR	WE CARE OREGON	OR
Central Oregon Visitors Association	OR	SE WORKS	OR
Soroptimist International of Gold Beach, OR	OR	ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
Real Life Christian Church	OR	OMNIMEDIX INSTITUTE	OR
Dayton Christian Church	OR	PORTLAND BUSINESS ALLIANCE	OR
Delphian School	OR	GATEWAY TO COLLEGE NATIONAL NETWORK	OR
AVON	OR	FOUNDATIONS FOR A BETTER OREGON	OR
EPUD-Emerald People's Utility District	OR	GOAL ONE COALITION	OR
Human Solutions, Inc.	OR	ATHENA LIBRARY FRIENDS ASSOCIATION	OR
The Wallace Medical Concern	OR	Coastal Family Health Center	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR	CENTER FOR COMMUNITY CHANGE	OR
The Ross Ragland Theater and Cultural Center	OR	STAND FOR CHILDREN	OR
Cascade Health Solutions	OR	ST. VINCENT DEPAUL OF LANE COUNTY	OR
Umpqua Community Health Center	OR	EAST SIDE FOURSQUARE CHURCH	OR
ALZHEIMERS NETWORK OF OREGON	OR	CORVALLIS MOUNTAIN RESCUE UNIT	OR
NATIONAL WILD TURKEY FEDERATION	OR	InventSuccess	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR	SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
LIFEWORKS NW	OR	The Blosser Center for Dyslexia Resources	OR
Independent Development Enterprise Alliance	OR	MOSAIC CHURCH	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR		
HALFWAY HOUSE SERVICES, INC.	OR		

## Section 8

### U.S. Communities Additional Provisions

HOUSING AUTHORITY OF LINCOLN COUNTY	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
RENEWABLE NORTHWEST PROJECT	OR	FIRST UNITARIAN CHURCH	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	ST. ANTHONY CHURCH	OR
CONSERVATION BIOLOGY INSTITUTE	OR	Good Shepherd Medical Center	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR	Salem Academy	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	PORTLAND ADVENTIST ACADEMY	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
OREGON EDUCATION ASSOCIATION	OR	WILLAMETTE VIEW INC.	OR
HEARING AND SPEECH INSTITUTE INC	OR	PORTLAND HABILITATION CENTER, INC.	OR
SALEM ELECTRIC	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
MORRISON CHILD AND FAMILY SERVICES	OR	ROSE VILLA, INC.	OR
JUNIOR ACHIEVEMENT	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
CENTRAL BIBLE CHURCH	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	ROGUE FEDERAL CREDIT UNION	OR
TRILLIUM FAMILY SERVICES, INC.	OR	Oregon Research Institute	OR
YWCA SALEM	OR	WILLAMETTE LUTHERAN HOMES, INC	OR
PORTLAND ART MUSEUM	OR	LANE MEMORIAL BLOOD BANK	OR
SAINT JAMES CATHOLIC CHURCH	OR	PORTLAND JEWISH ACADEMY	OR
SOUTHERN OREGON HUMANE SOCIETY	OR	LANECO FEDERAL CREDIT UNION	OR
VOLUNTEERS OF AMERICA OREGON	OR	GRANT PARK CHURCH	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR	ST. MARYS OF MEDFORD, INC.	OR
METROPOLITAN FAMILY SERVICE	OR	US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
		FAITHFUL SAVIOR MINISTRIES	OR
		OREGON CITY CHURCH OF THE NAZARENE	OR
		OREGON COAST COMMUNITY	OR



## Section 8

## U.S. Communities Additional Provisions

ACTION		HELP NOW! ADVOCACY	OR
EDUCATION NORTHWEST	OR	CENTER	
COMMUNITY ACTION TEAM,	OR	TENAS ILLAHEE CHILDCARE	OR
INC.		CENTER	
EUGENE SYMPHONY	OR	SUNRISE ENTERPRISES	OR
ASSOCIATION, INC.		LOOKING GLASS YOUTH AND	OR
STAR OF HOPE ACTIVITY	OR	FAMILY SERVICES	
CENTER INC.		SERENITY LANE	OR
SPARC ENTERPRISES	OR	EAST HILL CHURCH	OR
SOUTHERN OREGON CHILD	OR	LA GRANDE UNITED	OR
AND FAMILY COUNCIL, INC.		METHODIST CHURCH	
SALEM ALLIANCE CHURCH	OR	COAST REHABILITATION	OR
Lane Council of Governments	OR	SERVICES	
FORD FAMILY FOUNDATION	OR	Edwards Center Inc	OR
TRAILS CLUB	OR	ALVORD-TAYLOR	OR
NEWBERG FRIENDS CHURCH	OR	INDEPENDENT LIVING	
WOODBURN AREA CHAMBER	OR	SERVICES	
OF COMMERCE		NEW HOPE COMMUNITY	OR
CONTEMPORARY CRAFTS	OR	CHURCH	
MUSEUM AND GALLERY		KLAMATH HOUSING	OR
CITY BIBLE CHURCH	OR	AUTHORITY	
OREGON LIONS SIGHT &	OR	QUADRIPLLEGICS UNITED	OR
HEARING FOUNDATION		AGAINST DEPENDENCY, INC.	
PORTLAND WOMENS CRISIS	OR	SPONSORS, INC.	OR
LINE		COLUMBIA COMMUNITY	OR
THE SALVATION ARMY -	OR	MENTAL HEALTH	
CASCADE DIVISION		ADDICTIONS RECOVERY	OR
WILLAMETTE FAMILY	OR	CENTER, INC	
WHITE BIRD CLINIC	OR	METRO HOME SAFETY REPAIR	OR
GOODWILL INDUSTRIES OF	OR	PROGRAM	
LANE AND SOUTH COAST		OREGON SUPPORTED LIVING	OR
COUNTIES		PROGRAM	
PLANNED PARENTHOOD OF	OR	SOUTH COAST HOSPICE, INC.	OR
SOUTHWESTERN OREGON		ALLFOURONE/CRESTVIEW	OR
HOUSING NORTHWEST	OR	CONFERENCE CTR.	
OREGON ENVIRONMENTAL	OR	The International School	OR
COUNCIL		REBUILDING TOGETHER -	OR
MEALS ON WHEELS PEOPLE,	OR	PORTLAND INC.	
INC.		PENDLETON ACADEMIES	OR
FAITH CENTER	OR	PACIFIC FISHERY	OR
Bob Belloni Ranch, Inc.	OR	MANAGEMENT COUNCIL	
GOOD SHEPHERD	OR	DOGS FOR THE DEAF, INC.	OR
COMMUNITIES		PUBLIC DEFENDER SERVICES	OR
SACRED HEART CATHOLIC	OR	OF LANE COUNTY, INC.	
DAUGHTERS			

## Section 8

### U.S. Communities Additional Provisions

EMMAUS CHRISTIAN SCHOOL	OR	PREGNANCY RESOUC	OR
DELIGHT VALLEY CHURCH OF	OR	CENTERS OF GRETER	
CHRIST		PORTLAND	
SAINT CATHERINE OF SIENA	OR	ELMIRA CHURCH OF CHRIST	OR
CHURCH		JASPER MOUNTAIN	OR
PORT CITY DEVELOPMENT	OR	ACUMENTRA HEALTH	OR
CENTER		WORKSYSTEMS INC	OR
VIRGINIA GARCIA MEMORIAL	OR	COVENANT CHRISTIAN HOOD	OR
HEALTH CENTER		RIVER	
CENTRAL CITY CONCERN	OR	OREGON DONOR PROGRAM	OR
CANBY FOURSQUARE CHURCH	OR	NAMI OREGON	OR
EMERALD PUD	OR	OLIVET BAPTIST CHURCH	OR
VERMONT HILLS FAMILY LIFE	OR	SILVERTON AREA COMMUNITY	OR
CENTER		AID	
BENTON HOSPICE SERVICE	OR	CONFEDERATED TRIBES OF	OR
INTERNATIONAL SOCIETY FOR	OR	GRAND RONDE	
TECHNOLOGY IN EDUCATION		NEIGHBORIMPACT	OR
COMMUNITY CANCER CENTER	OR	CATHOLIC COMMUNITY	OR
OPEN MEADOW ALTERNATIVE	OR	SERVICES	
SCHOOLS, INC.		NEW AVENUES FOR YOUTH INC	OR
CASCADIA BEHAVIORAL	OR	LA CLINICA DEL CARINO	OR
HEALTHCARE		FAMILY HEALTH CARE CENTER	
WILD SALMON CENTER	OR	DECISION SCIENCE RESEARCH	OR
BROAD BASE PROGRAMS INC.	OR	INSTITUTE, INC.	
SUNNYSIDE FOURSQUARE	OR	WESTERN STATES CENTER	OR
CHURCH		HIV ALLIANCE, INC	OR
TRAINING EMPLOYMENT	OR	PARTNERSHIPS IN COMMUNITY	OR
CONSORTIUM		LIVING, INC.	
RELEVANT LIFE CHURCH	OR	FANCONI ANEMIA RESEARCH	OR
211INFO	OR	FUND INC.	
SONRISE CHURCH	OR	BLIND ENTERPRISES OF	OR
LIVING WAY FELLOWSHIP	OR	OREGON	
Women's Safety & Resource Center	OR	OREGON BALLET THEATRE	OR
SEXUAL ASSAULT RESOURCE	OR	SMART	OR
CENTER		All God's Children International	OR
IRCO	OR	FARMWORKER HOUSNG DEV	OR
NORTHWEST YOUTH CORPS	OR	CORP	
TILLAMOOK CNTY WOMENS	OR	UMPQUA COMMUNITY	OR
CRISIS CENTER		DEVELOPMENT CORPORATION	
SECURITY FIRST CHILD	OR	REGIONAL ARTS AND CULTURE	OR
DEVELOPMENT CENTER		COUNCIL	
CLASSROOM LAW PROJECT	OR	THE EARLY EDUCATION	OR
YOUTH GUIDANCE ASSOC.	OR	PROGRAM, INC.	
		MACDONALD CENTER	OR



## Section 8

### U.S. Communities Additional Provisions

EVERGREEN AVIATION	OR	WORD OF LIFE COMMUNITY	OR
MUSEUM AND CAP. MICHAEL		CHURCH	
KING.		SOCIAL VENTURE PARTNERS	OR
SELF ENHANCEMENT INC.	OR	PORTLAND	
FRIENDS OF THE CHILDREN	OR	OREGON PROGRESS FORUM	OR
SOUTH LANE FAMILY NURSERY	OR	CENTER FOR RESEARCH TO	OR
DBA FAMILY RELIEF NURSE		PRACTICE	
COMMUNITY VETERINARY	OR	WESTERN RIVERS	OR
CENTER		CONSERVANCY	
PORTLAND SCHOOLS	OR	UNITED WAY OF THE	OR
FOUNDATION		COLUMBIA WILLAMETTE	
SUSTAINABLE NORTHWEST	OR	EUGENE BALLET COMPANY	OR
OREGON DEATH WITH DIGNITY	OR	EAST WEST MINISTRIES	OR
BIRCH COMMUNITY SERVICES,	OR	INTERNATIONAL	
INC.		SISKIYOU INITIATIVE	OR
BAY AREA FIRST STEP, INC.	OR	EDUCATIONAL POLICY	OR
OSLC COMMUNITY PROGRAMS	OR	IMPROVEMENT CENTER	
EN AVANT, INC.	OR	North Pacific District of Foursquare	OR
ASHLAND COMMUNITY	OR	Churches	
HOSPITAL		CATHOLIC CHARITIES	OR
NORTHWEST ENERGY	OR	FIRST CHURCH OF THE	OR
EFFICIENCY ALLIANCE		NAZARENE	
BONNEVILLE ENVIRONMENTAL	OR	WESTSIDE BAPTIST CHURCH	OR
FOUNDATION		Housing Development Center	OR
SUMMIT VIEW COVENANT	OR	Hoodview Christian Church	OR
CHURCH		Child Evangelism Fellowship	OR
SALMON-SAFE INC.	OR	Little Promises Children's Program	OR
BETHEL CHURCH OF GOD	OR	UNION GOSPEL MISSION	OR
PROVIDENCE HOOD RIVER	OR	GRACE BAPTIST CHURCH	OR
MEMORIAL HOSPITAL		COMMUNITY ACTION	OR
SAINT ANDREW NATIVITY	OR	ORGANIZATION	
SCHOOL		OUTSIDE IN	OR
BARLOW YOUTH FOOTBALL	OR	MAKING MEMORIES BREAST	OR
SPOTLIGHT THEATRE OF	OR	CANCER FOUNDATION, INC.	
PLEASANT HILL		ELAW	OR
FAMILIES FIRST OF GRANT	OR	COMMUNITY HEALTH CENTER,	OR
COUNTY, INC.		INC	
TOUCHSTONE PARENT	OR	Greater Portland INC	OR
ORGANIZATION		Eugene Builders Exchange	OR
CANCER CARE RESOURCES	OR	Boys & Girls Club of Corvallis	OR
CASCADIA REGION GREEN	OR	Southeast Uplift Neighborhood	OR
BUILDING COUNCIL		Coalition	
SHERMAN DEVELOPMENT	OR	First United Presbyterian Church	OR
LEAGUE, INC.		PDX Wildlife	OR
SCIENCEWORKS	OR		

## Section 8

### U.S. Communities Additional Provisions

Friends of the Opera House	OR	Northwest Habitat Institute	OR
Jackson-Josephine 4-C Council	OR	Winding Waters Medical Clinic	OR
North Coast Family Fellowship	OR	First Baptist Church	OR
P E C I	OR	The Nature Conservancy, Willamette Valley Field Office	OR
Childsworld Learning Center	OR	Serenity Lane Health Services	OR
Portland Schools Alliance	OR	Portland Community Reinvestment Initiatives, Inc.	OR
New Artists Performing Arts Productions, Inc.	OR	Christians As Family Adovates	OR
Relief Nursery	OR	GeerCrest Farm & Historical Society	OR
St. Mary's Episcopal Church	OR	College United Methodist Church	OR
Viking Sal Senior Center	OR	The Collins Foundation	OR
Boys and Girls Club of the rogue valley	OR	Prince of Peace Lutheran Church & School	OR
Lincoln City Chamber of Commerce	OR	NEDCO	OR
DrupalCon Inc., DBA Drupal Association	OR	Salem Evangelical Church	OR
Albany Partnership for Housing and Community Development	OR	Wild Lilac Child Development Community	OR
SEED OF FAITH MINISTRIES	OR	Daystar Education, Inc.	OR
Hermiston Christian Center & School	OR	Oregon Social Learning Center	OR
SALEM FREE CLINICS	OR	Pain Society of Oregon	OR
Dress for Success Oregon	OR	environmental law alliance worldwide	OR
Beaverton Rock Creek Foursquare Church	OR	Community in Action	OR
St Paul Catholic Church	OR	Safe Harbors	OR
St Mary's Catholic School and Parish	OR	FIRST CHRISTIAN CHURCH	OR
Polk Soil and Water Conservation District	OR	Pacific Classical Ballet	OR
Street Ministry	OR	Depaul Industries	OR
La Grande Church of the Nazarene	OR	African American Health Coalition	OR
Spruce Villa, Inc.	OR	Jesus Prayer Book	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR	Coalition Of Community Health	OR
House of Prayer for All Nations	OR	River Network	OR
Sacred Heart Catholic Church	OR	CCI Enterprises Inc	OR
African American Health Coaliton, Inc.	OR	Oregon Nurses Association	OR
Happy Canyon Company	OR	GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR
Village Home Education Resource Center	OR	Mount Angel Abbey	OR
Monet's Children's Circle	OR	YMCA OF ASHLAND	OR
Cascade Housing Association	OR	YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR
Dayspring Fellowship	OR	Multnomah Law Library	OR
		Friends Of Tryon Creek State P	OR



## Section 8

### U.S. Communities Additional Provisions

Ontrack Inc.	OR	Grace Chapel	OR
Calvin Presbyterian Church	OR	CHILDREN'S MUSEUM 2ND	OR
HOLT INTL CHILD	OR	Solid Rock	OR
St John The Baptist Catholic	OR	West Chehalem Friends Church	OR
Portland Foursquare Church	OR	Guide Dogs For The Blind	OR
Portland Christian Center	OR	Aldersgate Camps and Retreats	OR
Church Extension Plan	OR	St. Katherine's Catholic Church	OR
Occu Afghanistan Relief Effort	OR	The Alliance NW of the Christian & Missionary Alliance	OR
EUGENE FAMILY YMCA	OR		
Christ The King Parish and School	OR	Bags of Love	OR
Newberg Christian Church	OR	Grand View Baptist Church	OR
First United Methodist Church	OR	Green Electronics Council	OR
Zion Lutheran Church	OR	Scottish Rite	OR
Southwest Bible Church	OR	Western Wood Products Association	OR
Community Works Inc	OR	THE NEXT DOOR	OR
Masonic Lodge Pearl 66	OR	NATIONAL PSORIASIS FOUNDATION	OR
Molalla Nazarene Church	OR	NEW BEGINNINGS CHRISTIAN CENTER	OR
Transition Projects, Inc	OR	HIGHLAND UNITED CHURCH OF CHRIST	OR
St Michaels Episcopal Church	OR	OREGON REPERTORY SINGERS	OR
Saint Johns Catholich Church	OR	HIGHLAND HAVEN	OR
Access Inc	OR	FAIR SHARE RESEARCH AND EDUCATION FUND	OR
Community Learning Center	OR		
Old Mill Center for Children and Families	OR	Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
Sunny Oaks Inc	OR	First Baptist Church of Enterprise	OR
Hospice Center Bend La Pine	OR	The Canby Center	OR
Westside Foursquare Church	OR	REDMOND FIRE & RESCUE	OR
Relief Nursery Inc	OR	Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
Morning Star Community Church	OR	McKenzie Personnel Systems	OR
MULTNOMAH DEFENDERS INC	OR	OSLC COMMUNITY PROGRAMS OCP	OR
Providence Health System	OR	Oregon Nikkei Endowment	OR
Holy Trinity Catholic Church	OR	Grace Community Church	OR
Holy Redeemer Catholic Church	OR	Eastern Oregon Alcoholism Foundation	OR
Alliance Bible Church	OR	Grantmakers for Education	OR
CARE OREGON	OR	The Spiral Gallery	OR
Mid Columbia Childrens Council	OR	The ALS Association Oregon and SW Washington Chapter	OR
HUMANE SOCIETY OF REDMOND	OR		
Our Redeemer Lutheran Church	OR		
Kbps Public Radio	OR		
Skyball Salem Keizer Youth Bas	OR		
Open Technology Center	OR		

## Section 8

### U.S. Communities Additional Provisions

Children's Relief Nursery	OR	LUKE DORF INC	OR
Home Builders	OR	FAMILY CARE INC	OR
New Life Baptist Church	OR	MEDICAL TEAMS INTL	OR
Feral Cat Awareness Team	OR	Clean Slate Canine Rescue & Rehabilitation	OR
Florence United Methodist Church	OR		
World of Speed	OR	St. Martins Episcopal church	OR
SW Community Health Center	OR	Food for Lane County	OR
Energy Trust of Oregon	OR	Clatsop Behavioral Healthcare	OR
St. Vincent de Paul Church	OR	columbia gorge discovery center and museum	OR
Fr. Bernard Youth Center	OR		
Oregon Psychoanalytic Center	OR	NAMI of Washington County	OR
Store to Door	OR	American Legion Aloha Post 104	OR
Oregon Translational Research and Development Insitute	OR	The Dalles Art Association	OR
Depaul Industries	OR	Temple Beth Israel	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR	Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
SELCO Community Credit Union	OR	Rose Haven	OR
Prairie Baptist Church	OR	Dallas Church	OR
North Coast Christian Church	OR	OREGON STATE UNIVERSITY BOOKSTORE INC	OR
Union County Economic Development Corp.	OR	NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
Camelto Theatre Company	OR	FAIRFIELD BAPTIST CHURCH	OR
Camp Fire Columbia	OR	Sexual Assault Support Services	OR
TAKE III OUTREACH	OR	Neskowin Valley School	OR
Rolling Hills Community Church	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Eugene Swim and Tennis Club	OR		
Summa Institute	OR	St. Joseph Shelter	OR
Amani Center	OR	The Inn Home for Boys, Inc.9138	OR
Billy Webb Elks lodge #1050	OR	MCKENZIEWATERSHED COUNCIL	OR
Silverton Senior Center	OR	Opportunity Connections	OR
First Evangelical Presbyterian Church of Oregon City	OR	MENNONITE HOME OF ALBANY INC	OR
Joyful Servant Lutheran Church	OR	Oregon Technical Assistance Corporation	OR
Sandy Seventh-day Adventist Church	OR		
Muddy Creek Charter School	OR	Oregon And Southern Idaho Laborers Employers Training School	OR
A FAMILY FOR EVERY CHILD	OR		
1000 FRIENDS OF OREGON	OR	New Life Fellowship Church of God	OR
OREGON PEDIATRIC SOCIETY	OR	Gladstone Senior Center	OR
NONPROFIT ASSOCIATION OF OREGON	OR	Education Travel & Culture, Inc.	OR



## Section 8

### U.S. Communities Additional Provisions

Rural Development Initiatives	OR	The Church of Christ of Latter Day Saints	OR
Jason Lee Manor/UMRC	OR		
Jesus Pursuit Church	OR	Cascade Height Public Charter School PTA	OR
YMCA of Marion and Polk Counties	OR		
PacificSource Health	OR	G.O.B.H.I	OR
Faith Christian Fellowship	OR	Association of Oregon Corrections Employees, Inc.	OR
Brookings Elks Lodge	OR		
Tualatin Lacrosse Club	OR	A Jesus Church Family	OR
Tillamook Seventh Day Adventist Church	OR	300 Main Inc	OR
		Southwestern Oregon Public Defender Services, Inc.	OR
Oregon Jewish Community Foundation	OR	Albertina Kerr Centers	OR
East River Fellowship	OR	Dufur Christian Church	OR
Holy Family Academy	OR	St. Matthew Catholic School	OR
FIRST BAPTIST CHURCH OF EUGENE	OR	Serendipity Center Inc	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR	Yellowhawk Tribal Health	OR
		CASA of Marion County	OR
Peace Lutheran Church	OR	Öregoinans for Food & Shelter	OR
Living Word Christian Center	OR	Westside Church of Christ Inc	OR
Housing Authority of Douglas County	OR	Northwest Family Services	OR
Vietnamese Christian Community Church	OR	Network Charter School	OR
		Ride Connecton	OR
Forest Park Conservancy	OR	Parenting Now!	OR
Friends for Animals	OR	Christian Church of Woodburn	OR
Family Building Blocks	OR	Verde	OR
Goodwill Industries of Lane and South Coast	OR	Native American Youth and Family Center Early College Academy	OR
Agia Sophia Academy	OR	USO Northwest	OR
Friends of Driftwood Library	OR	Norkenzie Christian Church	OR
Consumers Power Inc.	OR	Little Flower Development Center	OR
A. C. Gilbert's Discovery Village	OR	TLO Farms	OR
First Lutheran Church of Astoria	OR	Evergreen Wings and Waves	OR
Fund For Christian Charity	OR	Ascension Episcopal Parish	OR
Deer Meadow Assisted Living	OR	Center for Family Development	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	West Salem Foursquare Church	OR
Umpqua Basin Water Association	OR	Good Samaritan Ministry	OR
Alpha Lambda House Corporation	OR	Grace Lutheran Church of Molalla	OR
St John Fisher Catholic Church Portland Oregon	OR	Trinity Lutheran	OR
Eugene Creative Care	OR	HOPE LUTHERAN CHURCH	OR
		Mount Pisgah Arboretum	OR
		Redeemer Lutheran Church	OR
		Disjecta Contemporary Art Center	OR

## Section 8

### U.S. Communities Additional Provisions

Korean Central Covenant Church of Eugene	OR	Smith Memorial Presbyterian Church	OR
Yankton Baptist Church	OR	Western Arts Alliance	OR
BioGift Anatomical	OR	Youth Dynamics	OR
Lower Columbia Estuary Partnership	OR	Ashland Art Center	OR
Mt Hood Hospice	OR	Apostolic Church of Jesus Christ	OR
Opportunity Foundation of central Oregon	OR	DOUGLAS FOREST PROTECTIVE	OR
Constructing Hope	OR	Oregon Lyme Disease Network	OR
Sprinkfield Elks #2145	OR	Ecotrust	OR
Abuse Recovery Ministry & Services	OR	SPECIAL MOBILITY SERVICES	OR
Oasis Shelter Home	OR	Bethlehem Christian Pre-School	OR
ST HENRYS CHURCH	OR	Historical Outreach Foundation	OR
Nehalem Bay House	OR	Texas Interventions and Counseling Inc	OR
UNITED METHODIST CHURCH	OR	Brooklyn Primary PTO	OR
p:ear	OR	Mountain View Academy	OR
Health Share of Oregon	OR	Salem Area Chamber of Commerce	OR
St. Peter Catholic Church	OR	First Congregational Chrch	OR
Mid Willamette Valley Community Action	OR	OREGON STATE FAIR	OR
A Hope For Autism Foundation	OR	Tri-County Chamber of Commerce Inc	OR
NW Sport Fishing	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Breast Friends	OR	Center for Human Development	OR
SEPTL Southeast Portland Tool Library	OR	SafeHaven Humane Society	OR
Kids Unllimited Academy	OR	Rainier Assembly of God	OR
Cappella Romana	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
National Christian Community Foundation	OR	Bridges to Change	OR
Legal Aid Services of Oregon LITC	OR	DePaul Treatment Centers, Inc.	OR
Willamette Valley Babe Ruth	OR	Ministerio International Casa	OR
Center For Continuous Improvement	OR	New Paradise Worship Center	OR
Northwest Center for Alternatives to Pesticides	OR	Mission Increase Foundation	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR	Curry Public Transit Inc	OR
The Followers of Christ Church of Oregon City	OR	THREE RIVERS CASINO	OR
SEIU Local 49	OR	Brookings Harbor Christian School	OR
Emerald Media Group	OR	Bethesda Lutheran Church	OR
West Hills Christian School	OR	Legacy Mt. Hood Medical Center	OR
Trillium Sprigs	OR	Adelante Mujeres	OR
		Yamhill Community Care Organization	OR
		Portland Japanese Garden	OR
		The Madeleine Parish	OR
		The Tucker-Maxon Oral School	OR



## Section 8

### U.S. Communities Additional Provisions

Southwest Neighborhoods, Inc	OR	THE MILL CASINO	OR
Wallowa Valley Center For Wellness	OR	Oregon State University	OR
KIDS INTERVENTION AND	OR	Treasure Valley Community College	OR
DIAGNOSTIC CENTER		Unviuersity of Oregon	OR
Portland Yacht Club	OR	OREGON UNIVERSITY SYSTEM	OR
League of Women Voters	OR	University of Western States	OR
Oregon & Southern Idaho District	OR	GEORGE FOX UNIVERSITY	OR
Council of Laborers'		LEWIS AND CLARK COLLEGE	OR
Portland Police Sunshine Division	OR	PACIFIC UNIVERSITY	OR
Curry Health Network	OR	REED COLLEGE	OR
United Way of Lane County	OR	WILLAMETTE UNIVERSITY	OR
The Lighthouse School	OR	LINFIELD COLLEGE	OR
Great Portland Bible	OR	MULTNOMAH BIBLE COLLEGE	OR
College Possible	OR	NORTHWEST CHRISTIAN	OR
Unithed Way	OR	COLLEGE	
Community Energy Project	OR	NATIONAL COLLEGE OF	OR
Bridgeport Community Chapel	OR	NATURAL MEDICINE	
Portland Oregon Visitors Association	OR	BLUE MOUNTAIN COMMUNITY	OR
Southern Oregon Project Hope	OR	COLLEGE	
Our United Villages	OR	PORTLAND STATE UNIV.	OR
Samaritan Health Services Inc.	OR	CLACKAMAS COMMUNITY	OR
Santiam Assembly of God	OR	COLLEGE	
CASCADES WEST FINANCIAL	OR	MARYLHURST UNIVERSITY	OR
SERVICES IN		OREGON HEALTH AND SCIENCE	OR
Kilchis House	OR	UNIVERSITY	
Calvary Assembly of God	OR	BIRTHINGWAY COLLEGE OF	OR
Lake Grove Presbyterian Church	OR	MIDWIFERY	
Grace Lutheran School	OR	pacific u	OR
Western Mennonite School	OR	UNIVERSITY OF OREGON	OR
OEA CHOICE TRUST	OR	CONCORDIA UNIV	OR
American Tinnitus Association	OR	Marylhurst University	OR
Oregon Coast Aquarium, Inc.	OR	Corban College	OR
HOPE POINT CHURCH	OR	Oregon Center For Advanced T	OR
Unitus Community Credit Union	OR	UNIVERSITY OF PORTLAND	OR
St John the Baptist Greek Orthodox	OR	Portland Actors Conservatory	OR
Church		University Of Oregon Athletics	OR
COLUMBIA PACIFIC ECONOMIC	OR	Department	
DEVELOPMENT DISTRICT OF		Ecola Bible School	OR
OREGON		WARNERPACIFIC COLG	OR
St Andrews Presbyterian	OR	Beta Omega Alumnae	OR
Oregon Rural Electric Cooperative	OR	Oregon Institute of Technology	OR
Association		EASTERN OREGON UNIVERSITY	OR
		Wilco Farmers	OR

## Section 8

### U.S. Communities Additional Provisions

Harvest Church	OR	Coquille Economic Development Corporation	OR
Society of American Foresters	OR		
Clackamas River Water Providers	OR	CITY/COUNTY INSURANCE SERVICE	OR
eickhoff dev co inc	OR	COMMUNITY CYCLING CENTER	OR
Cornerstone Association Inc	OR	Shangri La	OR
The Klamath Tribe	OR	Portland Impact	OR
advocate care	OR	Eagle Fern Camp	OR
Cannon Beach Fire	OR	KLAMATH FAMILY HEAD START	OR
Life Flight Network LLC	OR	RIVER CITY DANCERS	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR	Oregon Permit Technical Association	OR
COVENANT RETIREMENT COMMUNITIES	OR	KEIZER EAGLES AERIE 3895	OR
PENTAGON FEDERAL CREDIT UNION	OR	Pgma/Cathie Bourne	OR
SAIF CORPORATION	OR	Sunrise Water	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR	Burns Paiute Tribe	OR
LANE ELECTRIC COOPERATIVE	OR	Oregon Public Broadcasting	OR
USAGENCIES CREDIT UNION	OR	La Grande Family Practice	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR	Linn Benton Lincoln Educational Services District	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR	Ricoh USA	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR	Sphere MD	OR
SPIRIT WIRELESS	OR	BIENESTAR, INC.	OR
Kartini Clinic	OR	sunrise water authority	OR
Astra	OR	Mountain Valley Therapy	OR
Beit Hallel	OR	EAstern Oregon Trade and Event Center	OR
Cvalco	OR	Waste-Pro	OR
Elderhealth and Living	OR	NPKA	OR
OREGON CORRECTIONS ENTERPRISES	OR	IBEW280	OR
OREGON STATE HOSPITAL	OR	Confederated Tribes of Warm Springs	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR	Point West Credit Union	OR
Clatskanie People's Utility District	OR	Oregon State Credit Union	OR
PIONEER COMMUNITY DEVELOPMENT	OR	PIONEER TELEPHONE COOPERATIVE	OR
MARION COUNTY HEALTH DEPT	OR	Halsey-Shedd Fire District	OR
Ricoh USA	OR	Northwest Power and Conservation Council	OR
Heartfelt Obstetrics & Gynecology	OR	Oregon Funeral Directors Association	OR
		Nez Perce Tribe	OR
		Obsidian Urgent Care, P.C.	OR
		First Presbyterian Church of La Grande	OR



## Section 8

### U.S. Communities Additional Provisions

CONFLUENCE	OR	Tualatin Soil and Water Conservation District	OR
ENVIRONMENTAL CENTE			
A&I Benefit Plan Administrators, Inc.	OR	Silverton Fire District	OR
K Churchill Estates	OR	Lewis and Clark Rural Fire Protection District	OR
CSC HEAD START	OR		
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	Rainbow Water District	OR
crescent grove cemetery	OR	Illinois Valley Fire District	OR
Port of Toledo	OR	Clatskanie RFPD	OR
Roseburg Police Department	OR	PORT OF TILLAMOOK BAY	OR
Molalla Rural Fire Protection District	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
MONMOUTH - INDEPENDENCE NETWORK	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
EUGENE WATER & ELECTRIC BOARD	OR	REGIONAL AUTOMATED INFORMATION NETWORK	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR	OAK LODGE WATER DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR	THE PORT OF PORTLAND	OR
GLADSTONE POLICE DEPARTMENT	OR	WILLAMALANE PARK AND RECREATION DISTRICT	OR
GOLD BEACH POLICE DEPARTMENT	OR	TUALATIN VALLEY WATER DISTRICT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR	UNION SOIL & WATER CONSERVATION DISTRICT	OR
RIVERGROVE WATER DISTRICT	OR	LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR	TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
GASTON RURAL FIRE DEPARTMENT	OR	PORT OF SIUSLAW	OR
CITY COUNTY INSURANCE SERVICES	OR	CHEHALEM PARK AND RECREATION DISTRICT	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR	PORT OF ST HELENS	OR
SOUTH FORK WATER BOARD	OR	LANE TRANSIT DISTRICT	OR
SUNSET EMPIRE PARK AND RECREATION	OR	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
SPRINGFIELD UTILITY BOARD	OR	HOODLAND FIRE DISTRICT NO.74	OR
Tillamook Urban Renewal Agency	OR	MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
Netarts Water District	OR		
OAK LODGE SANITARY DISTRICT	OR	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
Boardman Rural Fire Protection District	OR	SALEM AREA MASS TRANSIT DISTRICT	OR

## Section 8

### U.S. Communities Additional Provisions

Banks Fire District #13	OR	Woodburn City Of	OR
KLAMATH COUNTY 9-1-1	OR	Brookings Fire / Rescue	OR
GLENDAL RURAL FIRE DISTRICT	OR	City of Veneta	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	CITY OF DAMASCUS	OR
CLACKAMAS RIVER WATER NW POWER POOL	OR	Hermiston Fire & Emergency Svcs	OR
Lowell Rural Fire Protection District	OR	CEDAR MILL COMMUNITY LIBRARY	OR
TriMet Transit	OR	CITY OF LAKE OSWEGO	OR
Estacada Rural Fire District	OR	LEAGUE OF OREGON CITIES	OR
Keizer Fire District	OR	CITY OF SANDY	OR
State Accident Insurance Fund Corporation	OR	CITY OF ASTORIA OREGON	OR
Bend Metro Park & Recreation District	OR	CITY OF BEAVERTON	OR
Port of Hood River	OR	CITY OF BOARDMAN	OR
La Pine Park & Recreation District	OR	CITY OF CANBY	OR
Brookings- Harbor School District 17c	OR	CITY OF CANYONVILLE	OR
Siuslaw Public Library District	OR	CITY OF CENTRAL POINT	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR	POLICE DEPARTMENT	
Columbia River Fire & Rescue	OR	CITY OF CLATSKANIE	OR
Fern Ridge Library District	OR	CITY OF CONDON	OR
Bend Park and Recreation District	OR	CITY OF COOS BAY	OR
Port of Garibaldi	OR	CITY OF CORVALLIS	OR
Seal Rock Water District	OR	CITY OF CRESWELL	OR
Rockwood Water P.U.D.	OR	CITY OF ECHO	OR
Tillamook Fire District	OR	CITY OF ESTACADA	OR
Tillamook County Transportation Dist	OR	CITY OF EUGENE	OR
Central Lincoln People's Utility District	OR	CITY OF FAIRVIEW	OR
Jefferson Park and Recreation	OR	CITY OF GEARHART	OR
City of Monmouth / Public Works	OR	CITY OF GOLD HILL	OR
McMinnville Police Department	OR	CITY OF GRANTS PASS	OR
Long Creek School District	OR	CITY OF GRESHAM	OR
City of Sublimity	OR	CITY OF HILLSBORO	OR
City of Central Point Parks and Recreation	OR	CITY OF HOOD RIVER	OR
Gearhart Fire Department	OR	CITY OF JOHN DAY	OR
		CITY OF KLAMATH FALLS	OR
		CITY OF LA GRANDE	OR
		CITY OF MALIN	OR
		CITY OF MCMINNVILLE	OR
		CITY OF HALSEY	OR
		CITY OF MEDFORD	OR
		CITY OF MILL CITY	OR
		CITY OF MILWAUKIE	OR
		CITY OF MORO	OR



## Section 8

### U.S. Communities Additional Provisions

CITY OF MOSIER	OR	CITY OF DUNDEE	OR
CITY OF NEWBERG	OR	CITY OF AURORA	OR
CITY OF OREGON CITY	OR	THE CITY OF NEWPORT	OR
CITY OF PILOT ROCK	OR	CITY OF ALBANY	OR
CITY OF POWERS	OR	CITY OF ASHLAND	OR
RAINIER POLICE DEPARTMENT	OR	CITY OF LEBANON	OR
CITY OF REEDSPORT	OR	CITY OF PORTLAND	OR
CITY OF RIDDLE	OR	CITY OF SALEM	OR
CITY OF SCAPPOOSE	OR	CITY OF SPRINGFIELD	OR
CITY OF SEASIDE	OR	METRO	OR
CITY OF SILVERTON	OR	CITY OF BURNS	OR
CITY OF STAYTON	OR	CITY OF COTTAGE GROVE	OR
City of Troutdale	OR	CITY OF DALLAS	OR
CITY OF TUALATIN, OREGON	OR	CITY OF FALLS CITY	OR
CITY OF WARRENTON	OR	CITY OF PHOENIX	OR
CITY OF WEST LINN/PARKS	OR	CITY OF PRAIRIE CITY	OR
CITY OF WOODBURN	OR	CITY OF REDMOND	OR
CITY OF TIGARD, OREGON	OR	CITY OF SHERWOOD	OR
CITY OF AUMSVILLE	OR	City of junction city	OR
CITY OF PORT ORFORD	OR	City of Florence	OR
CITY OF EAGLE POINT	OR	Columbia Gorge Community	OR
CITY OF WOOD VILLAGE	OR	City of Dayton	OR
St. Helens, City of	OR	City of Carlton	OR
CITY OF WINSTON	OR	City of Pendleton Convention Center	OR
CITY OF COBURG	OR	City of Monmouth	OR
CITY OF NORTH PLAINS	OR	City of Philomath	OR
CITY OF GERVAIS	OR	City of Sheridan	OR
CITY OF YACHATS	OR	Seaside Public Library	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR	City of Yoncalla	OR
PORTLAND DEVELOPMENT COMMISSION	OR	La Grande Police Department	OR
CITY OF CANNON BEACH OR	OR	Cove City Hall	OR
CITY OF ST. PAUL	OR	NW PORTLAND INDIAN HEALTH BOARD	OR
CITY OF ADAIR VILLAGE	OR	Portland Patrol Services	OR
CITY OF WILSONVILLE	OR	City Of Bend	OR
CITY OF HAPPY VALLEY	OR	City Of Coquille	OR
CITY OF SHADY COVE	OR	City Of Molalla	OR
CITY OF LAKESIDE	OR	ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
CITY OF MILLERSBURG	OR	City of St. Helens	OR
CITY OF GATES	OR	City of North Powder	OR
KEIZER POLICE DEPARTMENT	OR	City of Eugene	OR

## Section 8

### U.S. Communities Additional Provisions

City of Cornelius, OR	OR	Clatsop Care Health District-Clatsop Retirement Village	OR
Toledo Police Department	OR		
City of Independence	OR	Netarts-Oceanside RFPD	OR
City of Cascade Locks	OR	UTUC	OR
City of Columbia City	OR	Rogue River Fire District	OR
City of Baker City	OR	Aurora Rural Fire District	OR
McMinnville Water & Light	OR	Tillamook County Emergency Communications District	OR
City of Pendleton Parks & Recreation	OR		
CITY OF HEPPNER	OR	Southern Coos Hospital	OR
CITY OF SWEETHOME	OR	Oregon Cascades West Council of Governments	OR
CITY OF THE DALLES	OR		
CLACKAMAS FIRE DIST#1	OR	MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
DESCHUTES PUBLIC LIBRARY	OR		
STAYTON FIRE DISTRICT	OR	PORT OF BANDON	OR
Lake County Chamber of Commerce Inc	OR	OR INT'L PORT OF COOS BAY	OR
City of Ontario	OR	MID-COLUMBIA CENTER FOR LIVING	OR
City of Corvallis Parks and Recreation	OR	DESCHUTES COUNTY RFPD NO.2	OR
North Lincoln Fire & Rescue #1	OR	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
Gresham Police Department	OR		
City of Harrisburg	OR	PACIFIC STATES MARINE FISHERIES COMMISSION	OR
Gladstone Public Library	OR		
City of Portland Parks Bureau	OR	CENTRAL OREGON IRRIGATION DISTRICT	OR
City of Astoria Parks Dept.	OR		
Seaside Fire & Rescue	OR	MARION COUNTY FIRE DISTRICT #1	OR
Florence Police Department	OR		
City Of North Bend	OR	COLUMBIA RIVER PUD	OR
City of Union	OR	SANDY FIRE DISTRICT NO. 72	OR
City of Nehalem	OR	BAY AREA HOSPITAL DISTRICT	OR
City of Richland	OR	NEAH KAH NIE WATER DISTRICT	OR
CITY OF LINCOLN CITY	OR	PORT OF UMPQUA	OR
City of Donald	OR	EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
City of Milton-Freewater	OR		
CITY OF SCIO	OR	Benton Soil & Water Conservation District	OR
City of Forest Grove	OR		
City Govrnment	OR	DESCHUTES PUBLIC LIBRARY SYSTEM	OR
City of Mt. Angel	OR		
Albany Police Department	OR	CLEAN WATER SERVICES	OR
Umatilla Electric Cooperative	OR	North Douglas County Fire & EMS	OR
WATER ENVIRONMENT SERVICES	OR	Crooked River Ranch Rural Fire Protection District	OR
Polk County Fire District No.1	OR		



## Section 8

### U.S. Communities Additional Provisions

PARROTT CREEK CHILD & FAM	OR	OREGON TOURISM	OR
South Lane County Fire And Rescue	OR	COMMISSION	
Lake Chinook Fire & Rescue	OR	OREGON STATE POLICE	OR
Clackamas County Water	OR	OFFICE OF THE STATE	OR
Environment Services		TREASURER	
Amity Fire District	OR	OREGON DEPT. OF EDUCATION	OR
CENTRAL OREGON	OR	SEIU LOCAL 503, OPEU	OR
COMMUNITY COLLEGE		OREGON DEPARTMENT OF	OR
UMPQUA COMMUNITY	OR	FORESTRY	
COLLEGE		OREGON STATE DEPT OF	OR
LANE COMMUNITY COLLEGE	OR	CORRECTIONS	
MT. HOOD COMMUNITY	OR	OREGON CHILD DEVELOPMENT	OR
COLLEGE		COALITION	
LINN-BENTON COMMUNITY	OR	OFFICE OF MEDICAL	OR
COLLEGE		ASSISTANCE PROGRAMS	
SOUTHWESTERN OREGON	OR	OREGON OFFICE OF ENERGY	OR
COMMUNITY COLLEGE		OREGON STATE BOARD OF	OR
PORTLAND COMMUNITY	OR	NURSING	
COLLEGE		BOARD OF MEDICAL	OR
CHEMEKETA COMMUNITY	OR	EXAMINERS	
COLLEGE		OREGON LOTTERY	OR
ROGUE COMMUNITY COLLEGE	OR	OREGON BOARD OF	OR
COLUMBIA GORGE	OR	ARCHITECTS	
COMMUNITY COLLEGE		SANTIAM CANYON	OR
TILLAMOOK BAY COMMUNITY	OR	COMMUNICATION CENTER	
COLLEGE		OREGON DEPT OF	OR
KLAMATH COMMUNITY	OR	TRANSPORTATION	
COLLEGE DISTRICT		OREGON TRAVEL	OR
Oregon Coast Community College	OR	INFORMATION COUNCIL	
Clatsop Community College	OR	OREGON DEPARTMENT OF	OR
North Portland Bible College	OR	EDUCATION	
OREGON COMMUNITY	OR	OREGON DEPT. OF	OR
COLLEGE ASSOCIATION		CORRECTIONS	
Umpqua Valley Public Defender	OR	DEPARTMENT OF	OR
Teacher Standards and Practices	OR	ADMINISTRATIVE SERVICES	
Commission		Oregon Board of Massage Therapists	OR
Salem Keizer School District	OR	Oregon Tradeswomen	OR
Purchasing		Oregon Convention Center	OR
Kdrv Channel 12	OR	OREGON SCHL BRDS ASSOCIAT	OR
Opta Oregon Permit Technician	OR	Central Oregon Home Health and Hos	OR
Oregon Forest Resources Institute	OR	Oregon Health Care Quality Cor	OR
Office of the Ong Term Care	OR	OREGON DEPARTMENT OF	OR
Ombudsman		HUMAN SERVICES	
Oregon State Lottery	OR	Oregon Air National Guard	OR
		Training & Employment	OR

## Section 8

### U.S. Communities Additional Provisions

State of Oregon - Department of Administrative Services	OR	HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Aging and People with Disabilities	OR	Housing Authority of Yamhill County	OR
Department of Administrative Services	OR	The Housing Authority of the County of Umatilla	OR
Oregon State Treasury	OR	homeforward	OR
Oregon State Fair Council	OR	Hawaii County	
Oregon DEQ	OR	Honolulu County	
Procurement Services/DAS	OR	Kauai County	
STATE OF OREGON	OR	Maui County	
OREGON JUDICIAL DEPARTMENT	OR	Kalawao County	
Oregon State Board of Architect Examiners	OR	Aiea	
		Anahola	
		Barbers Point N A S	
City of Astoria Fire Department	OR	Camp H M Smith	
Columbia Gorge ESD	OR	Captain Cook	
Nehalem Bay Wastewater	OR	Eleele	
Association of Oregon Community Mental Health Programs	OR	Ewa Beach	
VA	OR	Fort Shafter	
US FISH AND WILDLIFE SERVICE	OR	Haiku	
Bonneville Power Administration	OR	Hakalau	
Bureau Of Land Management	OR	Haleiwa	
Oregon Army National Guard	OR	Hana	
USDA Forest Service	OR	Hanalei	
Yellowhawk Tribal Health Center	OR	Hanamaulu	
ANGELL JOB CORPS	OR	Hanapepe	
Coquille Indian Housing Authority	OR	Hauula	
COLLEGE HOUSING NORTHWEST	OR	Hawaii National Park	
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR	Hawaiian Ocean View	
		Hawi	
		Hickam AFB	
		Hilo	
HOUSING AUTHORITY OF PORTLAND	OR	Holualoa	
WEST VALLEY HOUSING AUTHORITY	OR	Honaunau	
		Honokaa	
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR	Honolulu	
		Honomu	
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR	Hoolehua	
		Kaaawa	
		Kahuku	
MARION COUNTY HOUSING AUTHORITY	OR	Kahului	
		Kailua	

## Section 8

### U.S. Communities Additional Provisions

Kailua Kona  
 Kalaheo  
 Kalaupapa  
 Kamuela  
 Kaneohe  
 Kapaa  
 Kapaau  
 Kapolei  
 Kaumakani  
 Kaunakakai  
 Kawela Bay  
 Keaau  
 Kealahou  
 Kealia  
 Keauhou  
 Kekaha  
 Kihei  
 Kilauea  
 Koloa  
 Kualapuu  
 Kula  
 Kunia  
 Kurtistown  
 Lahaina  
 Laie  
 Lanai City  
 Laupahoehoe  
 Lawai  
 Lihue  
 M C B H Kaneohe Bay  
 Makawao  
 Makaweli  
 Maunaloa  
 Mililani  
 Mountain View  
 Naalehu  
 Ninole  
 Ocean View  
 Ookala  
 Paauhau  
 Paauilo  
 Pahala

Pahoa  
 Paia  
 Papaaloa  
 Papaikou  
 Pearl City  
 Pearl Harbor  
 Pepeekeo  
 Princeville  
 Pukalani  
 Puunene  
 Schofield Barracks  
 Tripler Army Medical Center  
 Volvao  
 Wahiawa  
 Waialua  
 Waianae  
 Waikoloa  
 Wailuku  
 Waimanalo  
 Waimea  
 Waipahu  
 Wake Island  
 Wheeler Army Airfield  
 Brigham Young University - Hawaii  
 Chaminade University of Honolulu  
 Hawaii Business College  
 Hawaii Pacific University  
 Hawaii Technology Institute  
 Heald College - Honolulu  
 Remington College - Honolulu  
 Campus  
 University of Phoenix - Hawaii  
 Campus  
 Hawaii Community College  
 Honolulu Community College  
 Kapiolani Community College  
 Kauai Community College  
 Leeward Community College  
 Maui Community College  
 University of Hawaii at Hilo  
 University of Hawaii at Manoa  
 Windward Community College



## Section 8

### U.S. Communities Additional Provisions

#### **FEMA STANDARD TERMS AND CONDITIONS ADDENDUM** **FOR CONTRACTS AND GRANTS**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
  - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

## Section 8

### U.S. Communities Additional Provisions

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

**Section 8****U.S. Communities Additional Provisions****COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.



**Section 8****U.S. Communities Additional Provisions****UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

## Exhibit A

### Sample City Contract

#### EXHIBIT A – SAMPLE CITY CONTRACT

As used in this Section of the RFP, the term “Contract” shall refer to the agreement entered into between the City and the Company, and the term “Company” shall refer to the vendor that has been awarded a contract.

#### RECITALS

**WHEREAS**, the City issued a Request For Proposals (RFP # 269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the “RFP”; and

**WHEREAS**, the City desires that the Company provide certain Playground & Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (“Services”), and the Company desires to provide such Services; and

**WHEREAS**, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

#### CONTRACT

##### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, And Incentives
- 1.2. EXHIBIT B: Installation Fees
- 1.3. EXHIBIT C: National Network Of Distributors And Installers
- 1.4. EXHIBIT D: Freight Rate Schedules
- 1.5. EXHIBIT E: Product Warranties
- 1.6. EXHIBIT F: Scope of Work
- 1.7. EXHIBIT G: U.S. Communities Administrative Agreement

##### 2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

##### 3. DESCRIPTION OF PRODUCTS AND SERVICES.

- 3.1. The Company shall be responsible for providing the Products and Services referenced in: (a) this Agreement, including in all Exhibits; (b) the Company’s proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part the Products and Services. and incorporated herein by reference. Without limiting the foregoing, the Company’s proposal will only take precedence over the RFP to the extent the Company properly

## Exhibit A

### Sample City Contract

took exception to the terms of the RFP in the manner required by the RFP.

#### 4. COMPENSATION.

##### 4.1. TOTAL FEES AND CHARGES

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

##### 4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

##### 4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

##### 4.4. INVOICES.

Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) with Accounts Payable (or AP) in the subject line.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

##### 4.5. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

##### 4.6. PRE-CONTRACT COSTS.

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

##### 4.7. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of



## Exhibit A

### Sample City Contract

\$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

**5. TIME IS OF THE ESSENCE.**

Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

**6. NON-APPROPRIATION OF FUNDS.**

If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

**7. COMPANY PROJECT MANAGER.**

The duties of the Company Project Manager include, but are not limited to:

- 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
- 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
- 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
- 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
- 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
- 7.6. Communication among and between the City and the Company's staff;
- 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
- 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);
- 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
- 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

**8. CITY PROJECT MANAGER.**

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The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

**9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.**

The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

**10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.**

The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

**11. BACKGROUND CHECKS.**

Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each

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Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 12. ACCEPTANCE OF TASKS AND DELIVERABLES** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

**13. NON-EXCLUSIVITY.**

The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

**14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.**

Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

**15. REPRESENTATIONS AND WARRANTIES OF COMPANY.**

**15.1. GENERAL WARRANTIES.**

- 15.1.1.** The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;



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- 15.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;
  - 15.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;
  - 15.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
  - 15.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
  - 15.1.6. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;
  - 15.1.7. All information provided by the Company about each of their employees is accurate; and
  - 15.1.8. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. **ADDITIONAL WARRANTIES.**  
The Company further represents and warrants that:
- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
  - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
  - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
  - 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
  - 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

## 16. OTHER OBLIGATIONS OF THE COMPANY.

### 16.1. WORK ON CITY'S PREMISES.

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The Company and all their employees will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

16.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.**

The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. **REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.**

In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

16.4. **REGENERATION OF LOST OR DAMAGED DATA.**

With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16.5. **E-VERIFY.**

Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

16.6. **IRAN DIVESTMENT ACT.**

Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

**17. REMEDIES.**

17.1. **RIGHT TO COVER.**

If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
- b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the Services exceed the amount due the Company, collect the amount due from the Company.

17.2. **RIGHT TO WITHHOLD PAYMENT.**

If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

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17.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.**

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

17.4. **SETOFF.**

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. **OTHER REMEDIES.**

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

**18. TERM AND TERMINATION OF CONTRACT.**

18.1. **TERM.**

This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive two (2) year terms.

18.2. **TERMINATION BY THE CITY.**

The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

18.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.**

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy



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petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

#### 18.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.

By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

#### 18.5. NO SUSPENSION.

In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

#### 18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS.

In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

#### 18.7. AUTHORITY TO TERMINATE.

The following persons are authorized to terminate this Contract on behalf of the City:  
(a) the City Manager, any Assistant City Manager, or any designee of the City

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Manager; or (b) the Department Director of the City Department responsible for administering this Contract.

**18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION.**

Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in this Contract.

**18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.**

Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

**18.10. OTHER REMEDIES.**

The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

**19. TRANSITION SERVICES UPON TERMINATION.**

Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition Services necessary to shift the Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider.

**20. CHANGES.**

In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

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In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

#### 21. CITY OWNERSHIP OF WORK PRODUCT.

- 21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.
- 21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 25 of the Contract.
- 21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

#### 22. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

#### 23. INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the



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Services or any Products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

#### 24. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

#### 25. CONFIDENTIAL INFORMATION.

##### 25.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its Companies, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new Products or Services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

25.1.2. *Information of the City or its Companies, contractors or licensors marked “Confidential” or “Proprietary.”*

25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

25.1.4. *Information contained in the City’s personnel files, as defined by N.C. Gen.*

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*Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

- 25.1.5. *Citizen or employee social security numbers collected by the City.*
- 25.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*
- 25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*
- 25.1.8. *Any attorney / City privileged information disclosed by either party.*
- 25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility Services.*
- 25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

#### 25.2. RESTRICTIONS.

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement

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incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

- 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and Companys (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
- 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

#### 25.3. EXCEPTIONS.

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
- 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
- 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
- 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

#### 25.4. UNINTENTIONAL DISCLOSURE.



## Exhibit A

### Sample City Contract

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

#### 25.5. REMEDIES.

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

### 26. INSURANCE.

#### 26.1. TYPES OF INSURANCE

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- 26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- 26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- 26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

#### 26.2. OTHER INSURANCE REQUIREMENTS.

- 26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

## Exhibit A

### Sample City Contract

- 26.2.2. The City of Charlotte shall be named as an additional insured for operations or Services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.
- 26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 26.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

#### 27. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will

As a condition of entering into this agreement, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

## Exhibit A

### Sample City Contract

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

#### 28. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

_____  
 _____  
 _____  
 _____

PHONE: _____

FAX: _____

E-MAIL: _____

With Copy To (Company):

_____  
 _____  
 _____  
 _____

PHONE: _____

EMAIL: _____

For the City:

Karen Ewing  
 City of Charlotte  
 Procurement Management Division  
 600 East Fourth Street, CMGC 9th Floor  
 Charlotte, NC 28202-2850

PHONE: 704-336-2992

FAX: 704-632-8254

[kelmore@ci.charlotte.nc.us](mailto:kelmore@ci.charlotte.nc.us)

With Copy To (City):

Cindy White  
 City of Charlotte  
 City Attorney's Office  
 600 East Fourth Street  
 CMGC 15th Floor  
 Charlotte, NC 28202

PHONE: (704)336-3012

[cwhite@ci.charlotte.nc.us](mailto:cwhite@ci.charlotte.nc.us)

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

#### 29. MISCELLANEOUS.

##### 29.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

##### 29.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

##### 29.3. GOVERNING LAW AND JURISDICTION.



## Exhibit A

### Sample City Contract

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

29.4. **BINDING NATURE AND ASSIGNMENT.**

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

29.5. **CITY NOT LIABLE FOR DELAYS.**

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. **FORCE MAJEURE.**

29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company

## Exhibit A

### Sample City Contract

from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

29.7. SEVERABILITY.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29.8. NO PUBLICITY.

No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

29.9. APPROVALS.

All approvals or consents required under this Contract must be in writing.

29.10. WAIVER.

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

29.11. SURVIVAL OF PROVISIONS.

The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"  
 Section 15 "Representations and Warranties of Company"  
 Section 18 "Term and Termination of Contract"  
 Section 21 "City Ownership of Work Product"  
 Section 23 "Indemnification"  
 Section 25 "Confidential Information"  
 Section 26 "Insurance"  
 Section 28 "Notices and Principal Contacts"  
 Section 29 "Miscellaneous"

29.12. CHANGE IN CONTROL.

In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

## Exhibit A

### Sample City Contract

- 29.13. **DRAFTER'S PROTECTION.**  
Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.**  
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 29.15. **CONFLICT OF INTEREST.**  
The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. **NO BRIBERY.**  
The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 29.17. **HARASSMENT.**  
The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. **TRAVEL UPGRADES.**  
The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company's invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.
- 29.19. **TAXES.**  
Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract



**Exhibit A**  
**Sample City Contract**

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for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

29.21. **COUNTERPARTS.**

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

*[Signature Page Follows]*

**Exhibit A**  
**Sample City Contract**

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**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

**COMPANY:**

**BY:** _____

**PRINT NAME:** _____

**TITLE:** _____

**DATE:** _____

**CITY OF CHARLOTTE:**  
**CITY MANAGER'S OFFICE**

**CITY OF CHARLOTTE:**  
**RISK MANAGEMENT DIVISION**

**BY:** _____

**BY:** _____

**PRINT NAME:** _____

**PRINT NAME:** _____

**TITLE:** _____

**TITLE:** _____

**DATE:** _____

**DATE:** _____

**Public Service Committee Meeting**

Meeting Date: 10/14/25

Augusta Regional Airport (AGS) – Transition from AFFF to F3 Foam

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<b>Department:</b>	Augusta Regional Airport (AGS)
<b>Presenter:</b>	Herbert L. Judon, Jr., Airport Executive Director
<b>Caption:</b>	Augusta Regional Airport (AGS) – Motion to approve contract for Emerging Compounds Treatment Technologies (ECT2) for transition of ARFF Trucks in the amount of \$220,600.
<b>Background:</b>	Augusta Regional Airport's Aircraft Rescue and Firefighting (ARFF) department is transitioning from legacy AFFF (aqueous film-forming foam) containing PFAS to a new fluorine-free foam (F3) in compliance with emerging regulations and environmental best practices. PFAS-containing foams are being phased out due to their persistent ecological harm.   The decontamination and conversion of vehicles will be performed by ECT2, a specialist contractor, using their proven PFAS-removal process. ECT2's proprietary cleaning solution has been shown to remove up to 99% of PFAS residues, compared to 50–71% removal by water triple-rinse, while generating significantly less wastewater. The attached plan outlines the phased activities from August 2025 through March 2026, designed to facilitate a smooth and safe transition. Certain aspects of this plan, including the procurement of the new F3 foam and the training of ARFF personnel, are already included in the 2025 budget.
<b>Analysis:</b>	ECT2, Portland, ME, uses a validated, field-proven proprietary cleaning solution that achieves the required PFAS decontamination performance for ARFF vehicles. It is the only known vendor that meets the disposal requirements for hazardous waste, which will reduce AGS's future liabilities for PFAS contamination.
<b>Financial Impact:</b>	This project will be funded by the Airport Enterprise Fund, FY 2026 Budget Account Number: 551081107-5213119



**Alternatives:** N/A

**Recommendation:** Approve the contract for Emerging Compounds Treatment Technologies (ECT2) for transition of ARFF Trucks in the amount of \$220,600.

**Funds are available in the following accounts:** 551081107-5213119

**REVIEWED AND APPROVED BY:** N/A



## Augusta Regional Airport

Augusta, GA

* Images from <https://localitybiz.com/business/35188276/augusta-regional-airport-aircraft-rescue-fire-fighting-department-augusta>

## ARFF Transition

**OPP-2025-07-14-073398**

**Submission Date: July 16, 2025**

### SUBMITTED TO:

**Frederick Shaver, AEMT, AMF  
Assistant Fire Chief / Training  
Augusta Regional Airport  
1535 Hangar Rd  
Augusta, GA 30906  
706-798-2696  
fshaver@augustaga.gov**

### PRESENTED BY:

**Patrick McKeown  
Business Development Manager  
ECT2  
125 Industrial Way  
Portland, ME 04103  
207-318-7817  
pmckeown@ect2.com**

## 1.0 Project Background

Augusta Regional Airport requires a mobile firefighting foam cleaning system to remove per- and poly-fluoro alkyl substances (PFAS) from the foam tank and piping of aircraft rescue and firefighting (ARFF) vehicles. ECT₂ is presenting a rinsing alternative to full replacement of the fire truck and foam equipment.

ECT₂'s solution involves the deployment of our team to the Augusta, GA location to clean and prepare the vehicle for the new class of fluorine free foams. The equipment will be mobilized, operated, and demobilized by ECT₂ field service technicians.

While equipment washing and rinsing activity is not guaranteed to provide complete and total PFAS removal, ECT₂'s solution will significantly reduce the PFAS present within the fire truck equipment — this approach is widely accepted as current industry best practice.

### 1.1 PFAS Removal

In regard to PFAS removal, testing has demonstrated our proprietary cleaning solution to be much more effective than conventional triple rinse with water alone, and more effective at minimization of PFAS compounds leaching from piping into contained liquids thereafter (commonly referred to as rebound). Furthermore, our method generates a significantly smaller volume of wastewater.

ECT₂'s global experience treating PFAS, advanced R&D facility, and deep team of ARFF experts positions us to be your best partner for tackling the ARFF transition. ECT₂ has treated over 10 billion gallons of PFAS impacted water – including AFFF spill response, ARFF vehicle transition, and infrastructure transition work. ECT₂'s R&D facility has been working with the EPA on developing cost effective and best-in-class cleaning techniques to remove recalcitrant AFFF film off the inside of pipe material.

ECT₂'s testing matrix evaluated over 30 blends of cleaning chemistry and methodology to produce the most efficient and cost-effective methodology. Additionally, ECT₂'s project team includes Steve Pepper, former Phillips 66 Fire Chief and Chief of Crisis Management and Emergency Response (Global). Steve has led and consulted on the transition of ARFF and Refinery Vehicles and will provide expertise for this deployment.



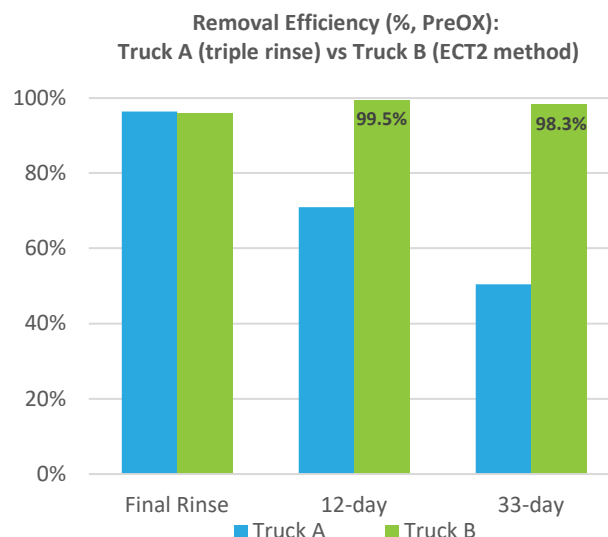
## 1.2 ECT2 Results

ECT2 recently cleaned two OshKosh TI-3000 vehicles with 420-gallon foam concentrate tanks. Generating 1/3 the waste when compared to triple rinse, ECT2's cleaning method with only a single rinse was statistically equivalent in initial reduction efficiency despite have more than 18x higher starting contamination levels. Additionally, the truck cleaned with the ECT2 cleaning solution included a much larger fraction of sulfonic PFAS compounds which are more difficult to remove from surfaces.

**Figure 1** shows that the 12-day rebound testing on those two foam tanks resulted in 71% removal efficiency for the triple rinse vs. 99.5% removal efficiency for the ECT2 method.

33-day rebound testing further reduced the removal efficiency for the triple rinse to only 50% while the removal efficiency for the ECT2 solution was at 98.3%.

Additional data is being collected on the effectiveness of this proprietary approach.

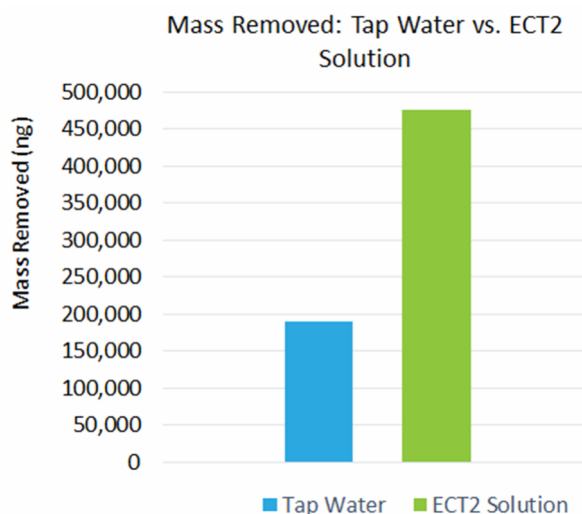


**Figure 1. Side-by-side full scale testing**

**Figure 2** shows a comparison of the PFAS mass removed by ECT2's proprietary cleaning recipe vs. tap water on AFFF pipe samples.

Both tests had two steps of cleaning followed by triple rinse.

The resulting mass of PFAS recovered is the sum of PFBA, PFPeA, PFHxA, PFHpA, PFOA, PFBS, PFPeS, PHHxS, PFHpS, PFOS, 6:2 FTS, and 8:2 FTS in the accumulated wastewater.



**Figure 2. Bench scale comparison between tap water and ECT2 solution**

## 2.0 Design Basis

ECT2 understands there are three ARFF vehicles that need the foam concentrate tank and piping cleaned to prepare for transition to synthetic fluorine-free foam (SFFF). Also two stationary tanks containing AFFF concentrate that need to be drained, rinsed, removed from the building and disposed of properly. ECT2 does not have all the details of the tank and piping systems at this time, but has summarized available information and assumptions in the following table as basis for estimation of project costs:

**Table 1. ARFF information and waste volumes**

Vehicle Type	HRET?	Foam Tank Volume (gal.)	Rinse WW per ARFF (gal.)	AFFF per ARFF (gal.)
2012 E-One P-7 1500	NO HRET	210	710	210
2002 Oshkosh Stryker 3000	HRET	420	920	420
1993 E-One Titan 3000	NO HRET	420	920	420
700-gallon poly tank	NO HRET	700	50	700
280-gallon poly tank	NO HRET	280	50	280
<b>Totals</b>			2,650	2,030

ECT2 has assumed that the foam concentrate tank on each ARFF vehicle as well as each poly tank will have a top access hatch sufficient to enable field service technicians to access with cleaning equipment. Equipment is in good working order, including valves and actuators to isolate the water tank from the vehicle piping. There are accessible connections to enable the cleaning of each section of piping. The two poly tanks are free standing and there is no associated piping to clean, remove, or dispose of.

Also assumed is that the cleaning equipment will be able to set up next to the fire truck to be cleaned so there are not long runs of hose between components. The exact configuration of the tank and piping will impact the total rinse volumes generated in the cleaning process. If there is a larger volume to clean, both the amount of cleaning solution needed and rinsate generated, plus volume for disposal will increase.

ECT2 will use a proprietary cleaning solution plus rinse water to clean the tank and piping. This will provide a more effective cleaning than conventional triple rinse while using less water and producing less waste to transport and dispose of. The table below summarizes the estimated waste volumes based on the assumptions herein.

**Table 2. Estimated waste volume summary**

Item	Qty.
Gallons of AFFF concentrate in addition to ARFF foam tanks	335
5-gallon drums of AFFF concentrate in inventory	67
Gallons of concentrate in ARFF foam tanks	2,030
275-gallon totes of AFFF concentrate from vehicles	8
Gallons of rinse WW from ECT2 Method	2,650
275-gallon totes of rinse WW for disposal	10
Solid waste (used bag filters, nitrile gloves, paper towels, etc.)	-
55-gallon drum of solid waste	4



## 2.1 Cleaning Procedure

The cleaning procedure for each truck will consist of several steps as described below:

Step	Scope	Description
1	ECT2	Lay out containment areas, equipment, totes, and hoses
2	Augusta Regional Airport	Position ARFF vehicle on secondary containment berm
3	ECT2	Connect hoses, drain AFFF foam concentrate tank to waste container, rinse tank sides to foam concentrate waste container, reroute hoses
4	ECT2	Prepare cleaning solution (parallel path with steps 2 and 3)
5	ECT2	Use cleaning solution to wash the foam concentrate tank and piping exclusive of hoses and nozzles
6	ECT2	Rinse with potable water, drain to waste tote
7	Augusta Regional Airport	Relocate ARFF vehicle for SFFF filling
8	ECT2	Repeat for ARFF next vehicle
9	ECT2	Demobilize cleaning equipment

## 2.2 Schedule

Truck cleaning is estimated to occur as early as Q4 2025, but deployment of rental assets and field personnel will be based on site readiness and availability within the rental fleet at that time. ECT2 estimate is based on cleaning all vehicles in the scope table below without any idle days for the crew between truck cleanings. If additional time is required for foam proportioning evaluation or other delays outside ECT2 scope, there may be some additional cost to cover additional trips to site and extension of rental of the equipment. The schedule details will be confirmed as part of order entry.

## 3.0 Scope of Supply

Scope Item	ECT2	Augusta Regional Airport
Two adjacent truck bays with potable water and 110V power supply		X
Rental of ARFF vehicle cleaning equipment	X	
Secondary containment berms (one for ARFF vehicle, one for equipment)	X	
2 Field Service Technicians for 13 days to clean out 3 ARFF vehicles and remove 2 poly tanks	X	
Mechanical install and uninstall of ECT2 supplied equipment	X	
Laboratory analysis of two rinse water samples from each ARFF to show initial rinse water and final rinse water PFAS concentrations		X
Inspection and verification that vehicle is ready to load new foam and return to service		X
Supply, loading, and proportional testing of new SFFF foam		X
(8) 275-gal totes for collection of AFFF concentrate from vehicles	X	
(10) 275-gal totes (new or rebottled) for collection of rinse water	X	
(2) cubic yard boxes for collection of solid waste	X	
Forklift and operator for loading, unloading, and positioning of equipment during installation and demobilization		X
Moving ARFF vehicle		X
Any required permitting		X
Transportation and disposal of solid waste at RCRA Class C landfill and liquid waste at deep well injection site	X	

## 4.0 Pricing

Scope Item	Qty	UOM	Unit Price	Ext Price
Mobilization and Startup	1	Lot	\$17,700	\$17,700
Drain & clean 3 ARFF vehicles, drain and remove 2 tanks	1	Lot	\$99,800	\$99,800
Demobilization	1	Lot	\$10,400	\$10,400
<b>Subtotal of Firm Prices</b>				<b>127,900</b>
Budgetary – equipment freight round trip	1	Lot	\$9,600	\$9,600
Budgetary – cleaning waste transportation and disposal	1	Lot	\$83,100	\$83,100
<b>Total Estimated Price</b>				<b>\$220,600</b>

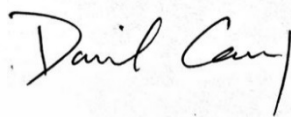
## 3.2 Payment / Shipping Terms

The fixed firm prices for mobilization, apparatus cleaning, and demobilization are valid for 30 days. Invoices to be paid in net 30 days. ECT2's Standard Terms and Conditions are the basis for this proposal. Equipment freight will be arranged as FCA seller's location. Equipment and labor for loading and unloading the equipment will be provided by Augusta Regional Airport.

- 100% of mobilization invoiced upon receipt of purchase order
- 50% of apparatus cleaning invoiced upon completion of mobilization
- 50% of apparatus cleaning invoiced upon completion of cleaning
- 100% of demobilization upon completion of demobilization
- Equipment freight is an estimate, to be invoiced as incurred at cost + 15%
- Disposal cost is an estimate, to be invoiced as incurred at cost + 15%

We look forward to supporting Augusta Regional Airport on this important project and welcome any questions you might have.

Respectfully submitted,



Dan Casey  
Director of Field Service, ETC2  
C: (207) 807 3084  
[dcasey@ect2.com](mailto:dcasey@ect2.com)



## Appendix A. Why Choose ECT2?

Emerging Compounds Treatment Technologies (ECT2) is a solution-driven water treatment equipment and services provider focused on treating emerging and complex contaminants in groundwater, surface water, wastewater and leachate. Our team has decades of experience in removing conventional, biological and emerging compounds from surface, ground, waste and drinking water with unparalleled proven experience gained from successfully executing projects around the globe.

ECT2 has operating plants at industrial facilities, government locations, and remediation sites from Australia, Europe and the US. ECT2 systems range in size from 5 gallons per minute (gpm) to 1,800 gpm, with larger systems currently under contract for design.

ECT2 brings extensive experience with bench and pilot testing services. We have performed numerous pilot projects and subsequently implemented successful full-scale projects. ECT2 brings your team the most experience in PFAS system design, implementation and interpretation in the industry.



### Leading Water Treatment Solution-Provider

ECT2 is a solution-driven water treatment services provider focused on treating emerging and complex contaminants in groundwater, surface water, wastewater and leachate. ECT2 believes there are better ways to treat PFAS that involve concentrating technologies, like foam fractionation, that help minimize waste and sets the stage ultimately for destruction of PFAS.



### Unparalleled Expertise

ECT2 consists of a team of experts with a well-documented history of treating a variety of emerging, complex, recalcitrant and conventional contaminants. Our goal is to deliver effective and economical solutions that meet our client's project needs, 100% of the time.



### Experience

ECT2's focus on complex water treatment combined with our in-house team of engineers across multiple disciplines ensures that we deliver our clients efficient, effective and economical solutions that meet project objectives.



### Client Partnership

ECT2 has an extensive tool belt of solutions for the broad array of water treatment challenges that arise on complex projects – we work in a collaborative partnership with our clients to ensure the right solution for each circumstance is implemented.

ECT2's global experience treating PFAS, advanced R&D facility, and deep team of experts positions us to be your best partner for tackling the ARFF transition. **ECT2 has treated over 10 billion gallons of PFAS impacted water – with three of the world's largest PFAS treatment systems nearing completion.** ECT2 specializes in treating hard-to-treat wastes with complicated chemistries and has extensive experience helping customers achieve performance objectives.

### Legal Disclaimer

Please note that any information contained in this proposal is proprietary and confidential. It is the property of Emerging Compounds Treatment Technologies, (ECT2). It is provided to Augusta Regional Airport for the sole purposes of evaluating our qualifications to provide the services described in this proposal. The contents of this proposal should not be duplicated, used or disclosed in whole or in part for any other purposes. All analytical data generated is property of ECT2.

This Estimate and all information attached and contained herein are the property of ECT2. The design concepts, product information, technical data and specifications and information contained herein and attached hereto (the "Confidential Information") are proprietary to ECT2 and are submitted in confidence.

The Confidential Information is not transferable and must be used only for the purpose for which this estimate is expressly loaned. It must not be disclosed, reproduced, loaned or used in any other manner without the express written consent of ECT2. In no event shall it be used in any manner detrimental to the interest of ECT2.

All patent rights are reserved. Upon the demand of ECT2, this proposal and its attachments, along with all copies or extracts, and all related notes and analyses, must be returned to ECT2 or destroyed, as instructed by ECT2. Acceptance of the delivery of this document constitutes agreement to these Terms & Conditions. We appreciate your cooperation and look forward to supporting you.

## ECT2 TERMS & CONDITIONS OF SALE

1. **Introduction.** These Standard Terms and Conditions govern your use of Emerging Compounds Treatment Technologies, Inc. and its affiliates (hereinafter, "ECT2") Services and Goods identified in the accompanying proposal ("Proposal") provided to you by ECT2. Your use of the Services and Goods constitutes your acceptance of these Standard Terms and Conditions, and together with the Proposal, constitutes a legal and binding agreement between you and ECT2 ("Agreement").
2. **Entire Agreement.** This Agreement constitutes the entire, complete and exclusive agreement between you and ECT2 for the Services and Goods to be provided by ECT2 set forth in the Proposal and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than you and ECT2. This Agreement shall not be modified, rescinded or assigned (including any rights or obligations hereunder) except by the express written consent of you and ECT2.
3. **Independent Contractor.** ECT2 shall perform Services and provide Goods as an independent contractor with exclusive control of the manner and means of performing Services and providing Goods in accordance with the requirements of this Agreement and in accordance with the standard of care generally accepted when providing similar services at the same time, in the same locale, and under like circumstances. ECT2 has no authority to act or make any agreements or representations on behalf of you.
4. **Payment.** Payment of invoices is due within thirty (30) days of the invoice date. ECT2 shall maintain title in all Goods provided under this Agreement until such time as all Services are paid in full. You agree to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event ECT2 employs an attorney for collection of any account, you agree to pay ECT2's reasonable and necessary attorney fees, plus all collection and court costs. All prices are exclusive of any federal, state, local, sales, use, excise or similar taxes imposed on the sale or use of the services, equipment, goods, product or material listed. You are responsible for payment of all taxes. Payment(s) shall be remitted with a copy of the invoice, attention: ECT2, Accounts Payable, PO Box 843044, Boston, MA 02284-3044; E- mail: [acctpay@ect2.com](mailto:acctpay@ect2.com).
5. **Acceptance.** All orders from you are subject to final acceptance by ECT2 and to the conditions set out herein. Terms and conditions set forth in your order shall be null and void unless specifically accepted by ECT2 in writing. Performance by ECT2 pursuant to your order shall not constitute acceptance by ECT2 of your terms and conditions. Orders cannot be canceled, nor Goods, equipment, products or materials returned, by you under any circumstances without ECT2's written consent and upon terms which shall compensate and indemnify ECT2 against all loss.
6. **Equipment/Goods delivery.** Unless otherwise stated in the Proposal, not less than ten (10) business days in advance of the date ECT2 intends to deliver the Goods and/or equipment to your site, ECT2 shall deliver written notice to you of the Goods and/or equipment availability and intended date of delivery ("Notification of Delivery"). You shall pay for all storage and handling costs for any Goods and/or equipment caused by any shipping delay or otherwise. Unless otherwise specified in the Proposal, the Goods and/or equipment shall be shipped to your site F.O.B. shipping point. All risk and liability for loss or damage to the Goods and/or equipment, for the injury or death of any person, for the loss of property and for all other risks and liabilities arising from the possession, use, transportation, or storage of the Goods and/or equipment shall pass to you upon placement of the Goods and/or equipment for shipment at the shipping point. All delivery charges, including freight, transit insurance, duties, and applicable taxes will be the responsibility of you. The failure to obtain insurance or the insufficiency of insurance limits shall not relive you of any obligations herein. ECT2 shall not be liable for any delay in manufacture or delivery due to fires, strikes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, demands or requirements of any Government or due to any other causes beyond the reasonable control of ECT2 or the manufacturer. You shall pay for all storage and handling costs for any Goods and/or equipment caused by any shipping delay or otherwise.
7. **Inspection.** Inspection of the Goods and/or equipment by you is to be made at the time of delivery and at your expense. You shall immediately inspect all equipment to identify any evidence of damage associated with shipment to you. You shall immediately notify ECT2 and the carrier of any evidence of damage. Barring the occurrence of any significant damage to the Goods and/or equipment while in transit, you shall, in accordance with the implementation schedule contained in the Proposal, proceed with the proper installation and connection of the Goods and/or equipment to all required utilities and tie points as specified by ECT2.



8. **Equipment Start-up.** All analytical testing, if required, shall be arranged for and executed or paid for by you. Analysis of samples shall be conducted by a qualified analytical laboratory so that results can be promptly obtained and evaluated. All analytical test results shall be shared by you with ECT2.
9. **Confidentiality.** All plans, specifications and like material, provided to you under this Agreement, are now and shall remain the exclusive property of ECT2. You hereby agree to receive such materials with the understanding that the features and all aspects of all designs, drawings, engineering data and other technical or proprietary information remains the exclusive property of ECT2 and will be kept confidential. No part of said plans, specifications, blueprints or other like material, shall be used or reproduced, without the express written consent of ECT2, signed by one of its officers. Where disclosure of such material is required by federal, state or local laws, regulations, rules, orders or to be used as evidence in court involving the services, goods, equipment, products or material provided, you agree to notify ECT2 of the same and object to its production until ECT2 may reasonably respond in the proper forum.
10. **Ownership of Work Product.** All inventions, designs, drawings, sketches, surveys, designs, computer software, programs, manuals, data specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing, and any all instruments of service or products (including all software) prepared or obtained by ECT2 pursuant to the Services and/or the provision of Goods under this Agreement, that are or may be patentable, shall be the exclusive property of ECT2. Further, the ownership of all copyrights for all works made for hire prepared or obtained by ECT2 pursuant to the Services and/or provision of Goods under this Agreement shall remain with ECT2.
11. **Mechanical Warranty.** ECT2 hereby warrants to you the following as applicable based upon the scope of work identified in the Proposal:
  - (a) The treatment system shall be free from defects in materials and workmanship, under normal and proper use, for a period of twelve (12) months from the date of delivery of the treatment system to the project site or fifteen (15) months from the date of Notification of Delivery, whichever occurs first. This warranty shall only be effective if the treatment system installation is conducted in accordance with guidelines and requirements contained in drawings or other engineering documents provided by ECT2, and the start-up of the treatment system is supervised or conducted by ECT2.
  - (b) Any repairs or replacements that are required as a result of Your failure to store, operate and maintain the treatment system in accordance with the treatment system operations and maintenance manual or the result of misuse or neglect of the treatment system by You shall be for the account of You. No allowance shall be granted for repairs or alterations made by You without ECT2's prior written consent. The Mechanical Warranty shall not apply to parts which have been altered from their original state by either You or any third party.
12. **Goods Warranty.** ECT2 hereby warrants to you the following as applicable based upon the scope of work identified in the Proposal:
  - (a) The Goods that are provided shall be of the kind and quality as set forth in the Proposal, new and of good and merchantable quality, free from defects in design, workmanship and material, and shall perform in accordance with the specifications and drawings, if any, referred to in the Proposal and/or the cover page of the Goods. All Goods shall at all times be subject to Your inspection but neither Your inspection nor failure to inspect shall relieve ECT2 of any obligations under this Good Warranty.
  - (b) The Good Warranty excludes any remedy for damages, defects, deficiencies or failures in the Goods to the extent due to or caused by: (i) the negligence, abuse, willful misconduct, or neglect by You or a third party not under ECT2's control; (ii) any accident, not due to the fault of ECT2, following the delivery of the goods which is not itself attributable to a breach of the Good Warranty; (iii) the failure to store, operate and maintain any of the Goods in accordance with the written instructions of ECT2; (iv) any modifications, repairs or alterations to the Goods not performed or authorized in writing by ECT2; (v) consumable or wearable parts of any item of equipment subject to replacement as part of a program of normal or scheduled maintenance; or (vi) corrosion, erosion or abrasion; abnormal conditions of temperature, moisture or dirt; or deterioration or wear occasioned by chemicals.

(c) Notwithstanding the above Goods and Mechanical Warranties, unless stated in the Proposal, ECT2 does not warrant and/or guarantee the performance of the selected Goods referenced in the Proposal based upon the Goods' performance during any testing that was previously conducted by ECT2 for You.

13. **Limitation of Remedies.** To the fullest extent permitted by law, the total aggregate liability of ECT2, its parent company, officers, directors, and employees to Client, and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ECT2's Services and/or Goods, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to and shall not exceed the total compensation received by ECT2 under this agreement, or \$50,000, whichever is greater.
14. **Mutual Waiver of Consequential Damages.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages, including, but not limited to financial loss, loss of profits, loss of revenue, delay, disruption, loss of anticipated profits or revenue, loss of use of any structure, system or equipment, or non-operation or increased cost of operation arising out of or related to the Services and/or Goods, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.
15. **Governing Law.** This Agreement shall be solely governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. If any dispute relating to the Agreement cannot be resolved through good faith negotiation, you agree to submit and consent to the jurisdiction of the courts present in Massachusetts in any action brought to enforce (or otherwise arising from or relating to) this Agreement.
16. **Force Majeure.** ECT2 shall not be responsible for any delay or non-performance under the Agreement due to governmental regulation, labor disputes, terrorism, war or war-like actions, civil disturbances or riots, weather, fire, acts of God or any other causes beyond the reasonable control of ECT2.
17. **Waiver.** Delay in enforcing any or all of the above terms and conditions shall not constitute a waiver nor preclude any subsequent enforcement. Failure to take prompt action with respect to any act or omission contrary to these terms and conditions shall not constitute a waiver of any right with respect to such act or omission or any subsequent act or omission.

V2020.1

END OF TERMS AND CONDITIONS

Print Form



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

Vendor: Emerging Compounds Treatment Technologies (ECT2) E-Verify Number: _____  
 Commodity: Transition from AFFF to F3 Foam

Estimated annual expenditure for the above commodity or service: \$ 220,600.00

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).

JH

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.)

JH

4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____

5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____

6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: Herbert L. Judon, Jr. Department: Augusta Regional Airport

Department Head Signature: Herbert L. Judon Jr. Date: 10-6-2025

Approval Authority: Andy Penick Date: 10-6-25

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

COMMENTS:





## Replacing AFFF with Fluorine-Free Foam (F3) at Augusta Regional Airport Fire Department

Assistant Fire Chief  
Frederick F. Shaver

8/28/25



## Background

Augusta Regional Airport's Aircraft Rescue and Firefighting (ARFF) department is transitioning from legacy AFFF (aqueous film-forming foam) containing PFAS to a new fluorine-free foam (F3) in compliance with emerging regulations and environmental best practices. PFAS-containing foams are being phased out due to their persistent ecological harm.

The chosen replacement is Solberg 3% Synthetic Fluorine-Free Foam (SFFF) concentrate, or F3, a MILSPEC-approved foam listed on the Qualified Product List (QPL) and satisfying the requirements of FAA Part 139, specifically designed for the rapid knockdown of jet fuel fires. This SFFF is fully compatible with standard ARFF equipment (inductors, nozzles, pumps, etc.), simplifying the transition without significant hardware changes.

To ensure a smooth changeover, Augusta will procure 3,200 gallons of Solberg 3% SFFF, set up proper storage, train personnel on the new foam, and thoroughly decontaminate ARFF vehicles. The decontamination and conversion of vehicles will be performed by ECT2, a specialist contractor, using their proven PFAS-removal process. ECT2's proprietary cleaning solution has been shown to remove up to 99% of PFAS residues, compared to 50–71% removal by water triple-rinse, while generating significantly less wastewater. This plan outlines the phased activities from August 2025 through March 2026, designed to facilitate a smooth and safe transition.

## Objectives and Priorities

The primary objectives are to replace all AFFF with F3 foam and ensure ARFF readiness with minimal disruption. The prioritized tasks are:

**Priority 1:** Procure F3 Foam & Storage – Establish a proper storage facility for the new foam concentrate, utilizing a climate-controlled facility with secondary containment to hold the concentrate until use. Secure the required quantity of Solberg 3% SFFF, approximately 3,200 gallons, and arrange delivery.

**Update:** Climate-controlled storage is ready and in place at the ARFF station. The Aviation Commission has approved the procurement of foam and is going before the Augusta Commission for approval on 10/07/2025 with an expected delivery in late November.

**Priority 2:** ARFF Personnel Training – Schedule and conduct comprehensive training for all ARFF staff on the new F3 foam. Training will be a combination of classroom instruction and hands-on practice, covering both theoretical knowledge of foam properties, differences from AFFF, safety and handling procedures, and practical skills, including tactics for firefighting with F3, equipment operation, and live-fire drills. Training sessions should be timed to ensure crews are proficient by the time the new foam is put into service.



**Update:** Classroom curriculum has been completed, and we will start training classes the last week of October. Hands-on training is scheduled with the manufacturer at the Hartsfield-Jackson Atlanta International Airport Fire Department training center on November 13th and 20th.

**Priority 3: ARFF Vehicle Conversion (ECT2)** – Transition all ARFF vehicles and equipment from AFFF to the new F3 foam. This entails decontaminating the foam tanks and piping of three ARFF vehicles and removing two AFFF storage tanks currently on-site. ECT2 will perform the cleaning and PFAS removal in early 2026, after the new foam is on hand and staff training is underway. All ECT2 work will be scheduled to commence in 2026; ECT2's scope will encompass waste capture and the proper disposal of all PFAS-contaminated liquids and solids generated. Samples of wastewater and the new F3 foam will be taken and sent to a third-party lab for testing to determine the amount of rebound contamination. The end goal is to have all ARFF trucks filled with the new F3 foam and fully operational before the end of March 2026.

## Phase 3: ARFF Vehicles Conversion and Testing

**Task 3.1 (Sep–Dec 2025) Engage ECT2 & Plan Conversion:** ECT2 has been selected as the contractor to perform the critical task of flushing and cleaning the existing AFFF from the ARFF vehicles and installing the new foam. Finalize the scope of the contract with ECT2 by September 2025, and present it for Commission approval. ECT2's proposal (OPP-2025-07-14-073398) covers three ARFF trucks (2012 E-One P-7 1500, 2002 Oshkosh Striker 3000, 1993 E-One Titan 3000) and two AFFF storage tanks (700 gal and 280 gal) on site. According to ECT2's plan, two field technicians will be on-site for approximately 13 days to clean the three vehicles and remove the two foam tanks. In the planning phase, coordinate the following with ECT2: exact dates for mobilization (Feb 2026), ensuring facility readiness (ECT2 requires two adjacent truck bays with water and power, availability of a forklift and operator for moving equipment, etc.), and confirming waste disposal logistics, ECT2 will containerize all extracted AFFF concentrate and rinse water for off-site disposal at appropriate facilities. Develop a plan for ARFF coverage during the cleaning, with only one truck out of service at a time, and coordinate mutual aid in case an aircraft emergency occurs while a vehicle is being serviced.

**Task 3.2 (Feb 2026) Vehicle Cleaning & Foam Removal:** ECT2 will perform the on-site transition work beginning mid-February 2026. The process will be conducted one vehicle at a time, maintaining ARFF capability throughout. For each ARFF truck, the general procedure is:

- **Drain and Capture AFFF:** The vehicle's foam concentrate tank is drained of all AFFF, and the old foam is pumped into containment totes for disposal. Any residual foam lining





the tank walls is rinsed down into the waste container. The truck's foam piping and proportioning system are isolated from the water tank and prepared for cleaning.

- **Flush with Cleaning Solution:** ECT2 circulates a proprietary PFAS-targeted cleaning solution through the foam tank and piping, scrubbing the interior surfaces to remove PFAS-laden AFFF film. This method, proven to be more effective than a water-only triple rinse, significantly reduces PFAS residues within the apparatus. After sufficient contact time, the cleaning solution is drained and captured.
- **Rinse and Waste Management:** The system is then rinsed with potable water, which is also collected into waste totes. Approximately 2,650 gallons of generated liquid waste, AFFF concentrate, and rinse water are retained for proper off-site disposal. Solid waste, such as used filters and absorbents are packed in drums for disposal. ECT2 handles transportation and disposal of these wastes in compliance with environmental regulations.
- **Vehicle Prep for Refill:** Once a truck is cleaned and the final rinse is done, ECT2 and AGS ARFF personnel will inspect the foam tank and lines to verify cleanliness. ECT2's scope includes verifying that the vehicle is ready to receive the new foam. The AGS ARFF team then moves the vehicle out of the service bay to a location for refilling with the Solberg F3 foam. ECT2 proceeds to the next vehicle immediately, working with no idle days between trucks, as planned. The two old stationary foam tanks (700 gal and 280 gal) are also drained and removed for disposal during this phase, likely in parallel with one of the vehicle cleanings. By the end of March 2026, all three ARFF trucks and ARFF facilities will be completely AFFF-free.

**Task 3.3 (Feb 2026) Load New Foam & Testing:** Immediately after each truck is cleaned, AGS ARFF personnel will load the Solberg 3% SFFF concentrate into the vehicle's foam tank and complete both input and output-based testing of the truck's foam proportioning system to ensure the correct 3% mix is achieved. Any necessary adjustments, such as changing orifice plates or calibrating proportioners, will be made at this stage. Once a truck passes testing, it is officially placed back in service with F3 foam. We will repeat the filling and testing process for each vehicle as it completes the cleaning process; all ARFF vehicles should be reloaded with the new foam by late February 2026.

**Task 3.4 (Feb–Mar 2026) Decommission Old Foam:** As part of the final wrap-up, ensure that all remaining AFFF stock and equipment are correctly handled. The two old stationary AFFF storage tanks, now emptied, will be removed and disposed of by ECT2. Update vehicle placards or labels to indicate "Fluorine-Free Foam" and change any SOPs that referenced AFFF-specific instructions. Notify mutual aid departments that Augusta AGS ARFF is now using F3 foam to coordinate foam compatibility during joint responses if necessary.



## Regulatory Compliance

This transition plan is designed to comply with all current and upcoming regulations on firefighting foam and PFAS at the federal, state, and industry levels:

- **FAA Regulations and Guidance:** The FAA Reauthorization Act of 2018 mandated that the FAA cease requiring AFFF by 2021. As a result, the FAA no longer enforces MIL-F-24385 (the old AFFF mil-spec) at Part 139 airports and explicitly allows qualified F3 foams. Our use of an F3 from the DoD QPL will satisfy the FAA's Part 139 requirements for extinguishing agents. We will continue to meet FAA AC 150/5210-6E, "Aircraft Fire Extinguishing Agents," which provides standards for foam agents by using a certified agent and maintaining the required quantities on vehicles. Additionally, FAA CertAlert 24-11 requires testing the foam system after conversion. The plan's timeline ensures continuous compliance with Title 14 CFR 139.317(b) ARFF index requirements.
- **Environmental Regulations (EPA/CERCLA/RCRA):** The EPA has classified certain PFAS, such as PFOA and PFOS, commonly found in legacy AFFF, as hazardous substances under CERCLA (Superfund). By eliminating AFFF and properly disposing of it, the department will comply with these regulations, thereby minimizing future liability. We will treat all AFFF waste and contaminated rinse water as RCRA hazardous waste, and it will be disposed of in accordance with regulations and the rules of the Georgia EPD.
- **State Laws:** Georgia House Bill 458 prohibits training with PFAS foam and essentially bans the use of Class B foam with intentionally added PFAS except for life safety and property conservation during firefighting emergencies. Our plan is fully compliant; we will not use AFFF for any testing or training purposes. If AFFF use cannot be avoided (a worst-case scenario in an emergency), we will immediately implement contamination control and cleanup, consistent with state requirements. By the end of this transition plan, no PFAS foam will be in use, well in advance of any further state deadlines (Georgia's ban on any PFAS foam use is in effect until 2030 for the exemptions, expecting that by 2030, alternatives will be fully deployed).
- **NFPA Standards:** We are aligning our practices with relevant NFPA standards. NFPA 403 (Standard for ARFF Services at Airports), NFPA 412 (Standard for Evaluating ARFF Foam Equipment), and NFPA 412 (2019 ed. and upcoming revisions) outlines methods for foam solution testing, which we will use to verify our F3 proportioning and foam quality. NFPA 403 and NFPA 405 outline the training frequency and drills, which our program adheres to.
- **Documentation and Certification:** Upon completing the transition, we will update our Airport Certification Manual (ACM) to reflect the new foam agent and any new



procedures that have been implemented. We will also be prepared for our annual FAA Part 139 inspection, during which inspectors may request evidence of the F3 performance and disposal records for AFFF. Our thorough documentation of cleaning, disposal, training, and testing will demonstrate compliance at every step.

By proactively meeting these regulations and standards, the Augusta Regional Airport Fire Department will not only be in full compliance but also reduce environmental liability and improve safety for firefighters and the community.





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

## **Augusta Aviation Commission**

### **Meeting Minutes**

**September 25, 2025**

**10:00 a.m.**

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

**Commissioner Members:** Commissioner Ronic West; Commissioner Michael Cioffi;  
Commissioner Dan Troutman; Commissioner Marshall McKnight;  
Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke;  
Commissioner James Germany; Commissioner Randy Sasser;  
Commissioner Kay Roland

**Staff:** Mr. Herbet Judon; Mr. Ken Hinkle; Ms. Catherine Highsmith;  
Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles;  
Ms. Risa Bingham; Chief Richard Beal; Ms. LaRondra Starks;  
Mr. Tyler Good; Mr. Greg Larsen; Ms. Jennifer Humphrey;  
Ms. Monika Peoples

**Others:** Mr. Edwin Scott – Mead & Hunt; Debbie Dent – Mead & Hunt;  
Mark – Mead & Hunt; Tommy Odette – Mead & Hunt;  
Ms. Dana Lynn McIntyre – Augusta Business Daily  
Ms. Nancy Williams - Augusta-Richmond County Procurement Dept.;  
Mr. Jon Quinn – Foth; Mr. Wilfred Nixon – Ken Weeden & Associates

**CALL TO ORDER & PRAYER** – Chairwoman Ronic West called the meeting to order at 10:11 a.m.,  
Prayer by Commissioner Barrett

#### **I. AGENDA, MINUTES, STATISTICS, & CONSENT** – Chairwoman Ronic West

- A. September 25, 2025, Aviation Commission Meeting Agenda
- B. August 28, 2025, Aviation Commission Meeting Minutes
- C. August Statistics

September 25, 2025

Page 2 of 2

*Motion by Commissioner Troutman 2nd by Commissioner Barrett to approve September 25, 2025, Aviation Commission Meeting Agenda, August 28, 2025, Aviation Commission Meeting Minutes, and August Statistics.*

*No Discussion, Unanimous Ayes; Motion Carries*

**II. EMPLOYEE RECOGNITION – Catherine Highsmith**

- A. LaRondra Starks, Airport Accountant - 15 Years

**III. COMMITTEE REPORTS**

- A. Airline Services Committee Report – Commissioner Sasser  
*Augusta Aviation Commission received verbal report as information.*

**IV. FINANCIALS – Risa Bingham**

- A. August Financials  
*Motion by Commissioner Sasser 2nd by Commissioner Dr. Larke to approve the August 2025 Financial Report as Presented*  
*No Discussion, Unanimous Ayes; Motion Carries*

**V. INFORMATION ITEM**

- A. FY2026 – FY2028 ACDBE Goal Presentation – Wilfred Nixon, Ken Weeden & Associates  
*Augusta Aviation Commission received presentation as information.*

**VI. DIRECTOR ACTION REQUESTS**

- A. Augusta Regional Airport (AGS) – Transition from AFFF to F3 Foam – Chief Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Transition from AFFF to F3 Foam*  
*No Discussion; Unanimous Ayes; Motion Carries*
- B. Augusta Regional Airport (AGS) – New Vehicle Purchase for Airport Operations – Tyler Good  
*Motion by Commissioner Germany 2nd by Commissioner Troutman to approve New Vehicle Purchase for Airport Operations*  
*Discussion; Unanimous Ayes; Motion Carries*
- C. Augusta Regional Airport (AGS) – X-1FBO Aviation Management Software Agreement – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Roland to approve the acquisition of equipment subject to staff defining added cost (price sheet) for Masters® week prior to executing the agreement*  
*No Discussion; Unanimous Ayes; Motion Carries*
- D. Augusta Regional Airport (AGS) – Masters® Fee Increase – Kenneth Hinkle  
*Motion by Commissioner McKnight 2nd by Commissioner Dr. Larke to approve Masters® Fee Increase*  
*No Discussion; Unanimous Ayes; Motion Carries*
- E. Augusta Regional Airport (AGS) – StandardAero Pavement Reconstruction Administrative Process – Herbert L. Judon, Jr.

September 25, 2025  
Page 2 of 2

*Motion by Commissioner Sasser 2nd by Commissioner McKnight to approve Standard Aero Pavement Reconstruction Administrative Process*

*No Discussion; Unanimous Ayes; Motion Carries*

- F. Augusta Regional Airport (AGS) – Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) No. 3-13-0011-061-2025 (#61) for the Design of New Taxiway Connectors & Taxiway E Hot-Spot Mitigation – Elizabeth Giles

*Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) No. 3-13-001-061-2025 (#61) for the Design of New Taxiway Connectors & Taxiway E Hot-Spot Mitigation*

*No Discussion; Unanimous Ayes; Motion Carries*

## VII. COMMISSION COMMENTS/ACTION REQUESTS

- A. Augusta Regional Airport Legislative Forum, October 6, 2025, 9:00am – 1:00pm. – Jennifer Humphrey

## ADJOURN MEETING

**Motion to adjourn by Commissioner Troutman 2nd by Commissioner Roland**

**No Discussion; Unanimous Ayes; Motion Carries**

**Meeting adjourned at 11:15am**

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Ronic West, Chairwoman  
Augusta Aviation Commission

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Date



**Public.Service.Committee.Meeting**

Meeting Date: 10/14/25

Augusta Regional Airport (AGS) – New Vehicle Purchase for Airport Operation

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**Department:** Augusta Regional Airport (AGS)

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

**Caption:** Augusta Regional Airport (AGS) – Motion to approve the Airport Operations Department to purchase a 2025 Ford F150 in the amount of \$58,729.00 from Akins Ford, who holds the state contract for Ford F150s.

**Background:** This vehicle will be replacing a 2011 Ford Expedition with 100,000+ miles on it. As expected with an older vehicle, it has quite a few recurring maintenance issues. The check engine light is constantly on, as well as the tire pressure sensor. The A/C has been patched and repaired for years but still blows warm air during the summer months. The 4x4 option works intermittently. With rain and other weather events, this poses a risk of a vehicle being stuck, or airport operations not being able to do a full inspection of the perimeter fence, which is a regulatory requirement from the Federal Aviation Administration. The vehicle seats are severely worn, with multiple tears exposing the underlying foam, which creates an unprofessional appearance and potential safety concerns. Because Airport Operations vehicles are routinely used to escort airport guests, and prospective contractors on airfield tours for future development projects, maintaining a clean, well-kept fleet is essential to upholding the airport's image, instilling confidence, and supporting ongoing business and development opportunities.

**Analysis:** This vehicle is allotted for in the 2025 Airport Capital Budget. The actual cost from the Richmond County Fleet Department is \$58,729.00. The total amount will be paid over 3 years under the General Municipal Association (GMA) lease payment agreement.

**Financial Impact:** This purchase will be funded through Airport Enterprise Funds  
Account number 551081222-6111631

**Alternatives:** N/A

**Recommendation:** Approve the Airport Operations Department to purchase a 2025 Ford F150 in the amount of \$58,729.00 from Akins Ford, who holds the state contract for Ford F150s.

**Funds are available in the following accounts:** 551081222-6111631

**REVIEWED AND  
APPROVED BY:** N/A



## Central Services Department

Horace Green, Director  
LaQuona Porter, Fleet Manager

Fleet Management  
1568-C Broad Street  
Augusta GA 30904  
Phone: (706) 821-2892

### MEMORANDUM

**TO:** Andy Penick, Director, Procurement Director   
**FROM:** Horace Green, Director, Central Services Director   
**DATE:** September 18, 2025  
**SUBJECT:** Request LOI to purchase one Ford F150 for the August Regional Airport

Central Services-Fleet Management requests LOI to purchase a 2025 Ford F150 for the Augusta Regional Airport, utilizing state contract #SWC 99999-001-SPD0000183-0002. The state contract holder, Akins Ford Dodge Chrysler, has confirmed availability of the truck on their dealer lot.

The Augusta Regional Airport representative will complete the agenda to obtain approval from Augusta Aviation and the Augusta GA Commissions. Once approved, Augusta Regional Airport will submit a requisition to secure the following purchase through GMA lease.

(1) 2025 Ford F150 – \$58,729.00

Please approve the LOI in total amount of \$58,729.00 to Akins Ford Dodge. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LP/kg





# BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES										SALE PERSON <b>Savanna</b>		PROSPECT #		
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS <b>AUGUSTA GEORGIA</b>										STOCK NUMBER		DATE <b>09/15/25</b>		
										TYPE - R.F.W.T.L.		FLEET#		
STREET ADDRESS				CITY			COUNTY		STATE <b>GA</b>		ZIP CODE			
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE			
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS					
PRIMARY PURCHASER INFORMATION										BASE PRICE		<b>\$57,984.00</b>		
SOCIAL SECURITY			DRIVER'S LICENSE #			DATE OF BIRTH			NAD #					
VEHICLE PURCHASED										BEDLINER		<b>\$595.00</b>		
TYPE <b>NEW</b>		YEAR <b>2025</b>		MAKE <b>FORD</b>		MODEL <b>F-150</b>		BODY <b>CREW CAB 4X4</b>		DELIVERY		<b>\$150.00</b>		
CYLINDERS		TRANSMISSION <b>AUTO</b>		FUEL		COLOR <b>WHITE</b>		TRIM <b>XL</b>		VIN <b>1FTFW3L56SFB89769</b>		<b>\$0.00</b>		
KEY CODE			<b>SWC# 99999-001-SPD0000218</b>						ODOMETER					
TRADE-IN #1										TOTAL PRICE INCLUDING DEALER OPTIONS		<b>\$58,729.00</b>		
YEAR		MAKE		VIN						ADJUSTED PRICE INCL DISCOUNT(S)		<b>\$58,729.00</b>		
MODEL		STOCK NUMBER		ODOMETER			TRADE ALLOWANCE \$			GROSS TRADE-IN ALLOWANCE		<b>\$0.00</b>		
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER			PHONE NUMBER			QUOTED BY				
PAYOFF OWED TO										TRADE DIFFERENCE			<b>\$58,729.00</b>	
ADDRESS				CITY			STATE		ZIP CODE		SERVICE & DOCUMENTATION FEE		<b>\$0.00</b>	
TRADE-IN #2										TAXABLE AMOUNT		<b>\$58,729.00</b>		
YEAR		MAKE		VIN						SALES TAX <b>0%</b>		<b>\$0.00</b>		
MODEL		STOCK NUMBER		ODOMETER			TRADE ALLOWANCE \$			TAG & TITLE FEE		<b>\$0.00</b>		
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER			PHONE NUMBER			QUOTED BY				
PAYOFF OWED TO										GA WARRANTY RIGHTS FEE (NEW ONLY)			<b>\$0.00</b>	
ADDRESS				CITY			STATE		ZIP CODE		PRICE INCLUDING TAX & FEES		<b>\$58,729.00</b>	
LIEN HOLDER										BALANCE OWED ON TRADE(S)		<b>\$0.00</b>		
PURCHASED VEHICLE LIEN HOLDER						LIEN HOLDER CODE				TOTAL PURCHASE PRICE W/TRADES		<b>\$58,729.00</b>		
ADDRESS				CITY			STATE		ZIP CODE		REBATE(S) ASSIGNED TO DEALER		<b>\$0.00</b>	
INSURANCE										DEPOSIT RECEIPT #		<b>\$0.00</b>		
COMPANY						POLICY NUMBER				CASH DOWN RECEIPT \$		<b>\$0.00</b>		
AGENT						PHONE				SERVICE CONTRACT		<b>\$0.00</b>		
ADDRESS				CITY			STATE		ZIP CODE		GAP			
Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.										UNPAID BALANCE				
PURCHASER'S SIGNATURE				DATE		ACCEPTED BY: DEALER OR HIS AUTHORIZED REPRESENTATIVE				NET DUE UPON DEL CASH/CHEQ CONTRACT		<b>\$58,729.00</b>		
CO-PURCHASER'S SIGNATURE				DATE										



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

1501 Aviation Way  
Augusta, Georgia • 30906

September 11, 2025

Andy Penick  
Augusta, Georgia Procurement Department  
535 Telfair Street, Suite 605  
Augusta, Georgia 30901

RE: New Vehicle Purchase- Airport Operations

Dear Mr. Penick,

Airport Operations is requesting a new vehicle purchase of a 2025 Ford F150 from Atkins Ford in Winder, GA. The order banks for ordering a new 2025 F150 have closed, and the order banks for 2026 purchases have not yet opened. Fleet Management has advised us that we could find one on a dealership lot that holds the state contract for the Ford F150s.

This vehicle will be replacing a 2011 Ford Expedition with 100,000+ miles on it. As expected with an older vehicle, it has quite a few recurring maintenance issues. The check engine light is constantly on, as well as the tire pressure sensor. The A/C has been patched and repaired for years, but still blows warm air during the summer months. The 4x4 option works intermittently. With rain and other weather events, this poses a risk of a vehicle being stuck, or airport operations not being able to do a full inspection of the perimeter fence, which is a regulatory requirement from the Federal Aviation Administration. The seats are torn in multiple places with the foam underneath showing. It is vital for Airport Operations to have clean, professional vehicles due to escorting airport guests and potential contractors on tours of the airfield for future development and projects.

This vehicle is included in the 2025 operations budget and is part of the GMA Lease program.

We are requesting your approval for this purchase. Upon your approval, this item will follow the proper channel with requesting approval from the Augusta Aviation Commission, followed by the Augusta Commission.

Sincerely,

A handwritten signature in black ink, appearing to read 'Herbert L. Judon, Jr.', written over a horizontal line.

Herbert L. Judon, Jr.

FLY THERE FLY HOME.



# BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES										SALE PERSON <b>Savanna</b>		PROSPECT #			
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS <b>AUGUSTA GEORGIA</b>										STOCK NUMBER		DATE <b>09/15/25</b>			
										TYPE - R.F.W.T.L.		FLEET#			
STREET ADDRESS					CITY			COUNTY		STATE <b>GA</b>		ZIP CODE			
MAILING ADDRESS					CITY			COUNTY		STATE		ZIP CODE			
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS						
PRIMARY PURCHASER INFORMATION										BASE PRICE		\$57,984.00			
SOCIAL SECURITY			DRIVER'S LICENSE #			DATE OF BIRTH			NAD #		BEDLINER		\$595.00		
VEHICLE PURCHASED										DELIVERY		\$150.00			
TYPE <b>NEW</b>		YEAR <b>2025</b>		MAKE <b>FORD</b>		MODEL <b>F-150</b>		BODY <b>CREW CAB 4X4</b>							
CYLINDERS		TRANSMISSION <b>AUTO</b>		FUEL		COLOR <b>WHITE</b>		TRIM <b>XLT</b>		VIN <b>1FTFW3L56SFB89769</b>					
KEY CODE		<b>SWC# 99999-001-SPD0000218</b>								ODOMETER					
TRADE-IN #1										TOTAL PRICE INCLUDING DEALER OPTIONS		\$58,729.00			
YEAR		MAKE			VIN					ADJUSTED PRICE INCL DISCOUNT(S)		\$58,729.00			
MODEL			STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$			GROSS TRADE-IN ALLOWANCE		\$0.00	
PAYOFF AMOUNT			GOOD UNTIL			ACCOUNT NUMBER			QUOTED BY			TRADE DIFFERENCE		\$58,729.00	
PAYOFF OWED TO			PHONE NUMBER			STATE			ZIP CODE			SERVICE & DOCUMENTATION FEE		\$0.00	
ADDRESS			CITY			STATE			ZIP CODE			TAXABLE AMOUNT		\$58,729.00	
TRADE-IN #2										SALES TAX		0%		\$0.00	
YEAR		MAKE			VIN					TAG & TITLE FEE		\$0.00			
MODEL			STOCK NUMBER			ODOMETER			TRADE ALLOWANCE \$			GA WARRANTY RIGHTS FEE (NEW ONLY)		\$0.00	
PAYOFF AMOUNT			GOOD UNTIL			ACCOUNT NUMBER			QUOTED BY			PRICE INCLUDING TAX & FEES		\$58,729.00	
PAYOFF OWED TO			PHONE NUMBER			STATE			ZIP CODE			BALANCE OWED ON TRADE(S)		\$0.00	
ADDRESS			CITY			STATE			ZIP CODE			TOTAL PURCHASE PRICE W/TRADES		\$58,729.00	
LIEN HOLDER										REBATE(S) ASSIGNED TO DEALER		\$0.00			
PURCHASED VEHICLE LIEN HOLDER					LIEN HOLDER CODE					DEPOSIT RECEIPT #		\$0.00			
ADDRESS			CITY			STATE			ZIP CODE			CASH DOWN RECEIPT \$		\$0.00	
INSURANCE										SERVICE CONTRACT		\$0.00			
COMPANY					POLICY NUMBER					GAP					
AGENT					PHONE					UNPAID BALANCE					
ADDRESS			CITY			STATE			ZIP CODE			NET DUE UPON DEL CASH/CHECK CONTRACT		\$58,729	
Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.															
PURCHASER'S SIGNATURE _____					ACCEPTED BY: _____										
DATE _____					DEALER OR HIS AUTHORIZED REPRESENTATIVE										
CO-PURCHASER'S SIGNATURE _____					DATE _____										





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## MEMORANDUM

Date: September 29, 2025

To: Kaycee Gordy, Fleet Management

From: Herbert Judon, Jr., Airport Executive Director

RE: **NEW VEHICLE PURCHASE – 2025 FORD F150**

Ms. Gordy,

This letter is to inform you of intent to purchase a new 2025 Ford F150 for the Airport Operations Department. With the ordering banks closed and not yet open for 2026, we intend to purchase one on the dealership lot from Akins Ford in Winder, GA.

Sincerely,

A handwritten signature in black ink that reads "Herbert L. Judon, Jr." The signature is written in a cursive, flowing style.

Herbert L. Judon, Jr. A.A.E., IAP



# BUYER'S ORDER / INVOICE / BILL OF SALE

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CUSTOMER INFORMATION FOR TITLE PURPOSES										SALE PERSON <b>Savanna</b>		PROSPECT #			
NAME(S) FIRST, MIDDLE, LAST OR BUSINESS <b>AUGUSTA GEORGIA</b>										STOCK NUMBER		DATE <b>09/15/25</b>			
										TYPE - R.F.W.T.L.		FLEET#			
STREET ADDRESS				CITY			COUNTY		STATE <b>GA</b>		ZIP CODE				
MAILING ADDRESS				CITY			COUNTY		STATE		ZIP CODE				
HOME PHONE			CELL OR PAGER #			OFFICE OR WORK PHONE			E-MAIL ADDRESS						
PRIMARY PURCHASER INFORMATION										BASE PRICE		<b>\$57,984.00</b>			
SOCIAL SECURITY			DRIVER'S LICENSE #			DATE OF BIRTH			NAD #			BEDLINER		<b>\$595.00</b>	
VEHICLE PURCHASED										DELIVERY		<b>\$150.00</b>			
TYPE <b>NEW</b>		YEAR <b>2025</b>		MAKE <b>FORD</b>		MODEL <b>F-150</b>		BODY <b>CREW CAB 4X4</b>				<b>\$0.00</b>			
CYLINDERS		TRANSMISSION <b>AUTO</b>		FUEL		COLOR <b>WHITE</b>		TRIM <b>XLT</b>		VIN <b>1FTFW3L56SFB89769</b>					
KEY CODE		SWC# 99999-001-SPD0000218						ODOMETER							
TRADE-IN #1										TOTAL PRICE INCLUDING DEALER OPTIONS		<b>\$58,729.00</b>			
YEAR		MAKE		VIN						ADJUSTED PRICE INCL DISCOUNT(S)		<b>\$58,729.00</b>			
MODEL		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$				GROSS TRADE-IN ALLOWANCE		<b>\$0.00</b>			
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER						TRADE DIFFERENCE		<b>\$58,729.00</b>			
PAYOFF OWED TO		PHONE NUMBER		QUOTED BY						SERVICE & DOCUMENTATION FEE		<b>\$0.00</b>			
ADDRESS		CITY		STATE		ZIP CODE				TAXABLE AMOUNT		<b>\$58,729.00</b>			
TRADE-IN #2										SALES TAX <b>0%</b>		<b>\$0.00</b>			
YEAR		MAKE		VIN						TAG & TITLE FEE		<b>\$0.00</b>			
MODEL		STOCK NUMBER		ODOMETER		TRADE ALLOWANCE \$				GA WARRANTY RIGHTS FEE (NEW ONLY)		<b>\$0.00</b>			
PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER						PRICE INCLUDING TAX & FEES		<b>\$58,729.00</b>			
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PURCHASED VEHICLE LIEN HOLDER					LIEN HOLDER CODE					DEPOSIT RECEIPT #		<b>\$0.00</b>			
ADDRESS					CITY			STATE		ZIP CODE		CASH DOWN RECEIPT \$		<b>\$0.00</b>	
INSURANCE										SERVICE CONTRACT		<b>\$0.00</b>			
COMPANY					POLICY NUMBER					GAP					
AGENT					PHONE					UNPAID BALANCE					
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PURCHASER'S SIGNATURE _____					DATE _____					CO-PURCHASER'S SIGNATURE _____		DATE _____			



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

## **Augusta Aviation Commission**

### **Meeting Minutes**

**September 25, 2025**

**10:00 a.m.**

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

**Commissioner Members:** Commissioner Ronic West; Commissioner Michael Cioffi;  
Commissioner Dan Troutman; Commissioner Marshall McKnight;  
Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke;  
Commissioner James Germany; Commissioner Randy Sasser;  
Commissioner Kay Roland

**Staff:** Mr. Herbet Judon; Mr. Ken Hinkle; Ms. Catherine Highsmith;  
Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles;  
Ms. Risa Bingham; Chief Richard Beal; Ms. LaRondra Starks;  
Mr. Tyler Good; Mr. Greg Larsen; Ms. Jennifer Humphrey;  
Ms. Monika Peoples

**Others:** Mr. Edwin Scott – Mead & Hunt; Debbie Dent – Mead & Hunt;  
Mark – Mead & Hunt; Tommy Odette – Mead & Hunt;  
Ms. Dana Lynn McIntyre – Augusta Business Daily  
Ms. Nancy Williams - Augusta-Richmond County Procurement Dept.;  
Mr. Jon Quinn – Foth; Mr. Wilfred Nixon – Ken Weeden & Associates

**CALL TO ORDER & PRAYER** – Chairwoman Ronic West called the meeting to order at 10:11 a.m.,  
Prayer by Commissioner Barrett

#### **I. AGENDA, MINUTES, STATISTICS, & CONSENT** – Chairwoman Ronic West

- A. September 25, 2025, Aviation Commission Meeting Agenda
- B. August 28, 2025, Aviation Commission Meeting Minutes
- C. August Statistics



September 25, 2025

Page 2 of 2

*Motion by Commissioner Troutman 2nd by Commissioner Barrett to approve September 25, 2025, Aviation Commission Meeting Agenda, August 28, 2025, Aviation Commission Meeting Minutes, and August Statistics.*

*No Discussion, Unanimous Ayes; Motion Carries*

**II. EMPLOYEE RECOGNITION – Catherine Highsmith**

- A. LaRondra Starks, Airport Accountant - 15 Years

**III. COMMITTEE REPORTS**

- A. Airline Services Committee Report – Commissioner Sasser  
*Augusta Aviation Commission received verbal report as information.*

**IV. FINANCIALS – Risa Bingham**

- A. August Financials  
*Motion by Commissioner Sasser 2nd by Commissioner Dr. Larke to approve the August 2025 Financial Report as Presented*  
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September 25, 2025  
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*No Discussion; Unanimous Ayes; Motion Carries*

## VII. COMMISSION COMMENTS/ACTION REQUESTS

- A. Augusta Regional Airport Legislative Forum, October 6, 2025, 9:00am – 1:00pm. – Jennifer Humphrey

## ADJOURN MEETING

**Motion to adjourn by Commissioner Troutman 2nd by Commissioner Roland**

**No Discussion; Unanimous Ayes; Motion Carries**

**Meeting adjourned at 11:15am**

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Ronic West, Chairwoman  
Augusta Aviation Commission

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Date

**Public.Service.Committee.Meeting**

Meeting Date: 10/14/25

**Augusta Regional Airport (AGS) – X-1FBO Aviation Management Software Agreement**

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**Department:** Augusta Regional Airport (AGS)

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

**Caption:** Augusta Regional Airport (AGS) – Motion to approve five-year agreement for X-1FBO Aviation Management Software with GMSTEK, LLC. and purchase of proprietary integrated hardware.

**Background:** The Fixed-Base Operator (FBO) currently uses Total Aviation Software, a basic web-based point-of-sale solution. While this system has been satisfactory since 2015, it has limitations that a more modern and comprehensive platform would address. The X-1FBO system is a proprietary, cloud-based platform designed specifically for the operational, financial, and customer service needs of FBOs and aviation service providers. The transition to X-1FBO will support the FBO's new fuel farm and its need for a more efficient and modern technology platform.

**Analysis:** Transitioning from the current system to X-1FBO will modernize operations, reduce inefficiencies, and enhance customer experience. The new system's mobile-first design and real-time capabilities will improve staff productivity and accountability by enabling staff to create and process fuel and service-related tasks faster and with greater accuracy. The use of tablets on the ramp will reduce reliance on paper tickets and radio communication. The system also offers features like dynamic pricing for peak events such as the Masters® and allows for real-time tracking of aircraft services, fuel flow, and line status.

**Financial Impact:** The total one-time cost for the X-1FBO System, implementation, hardware, and training is \$13,359.88.



In addition to the one-time cost, the agreement includes ongoing fees:

- Monthly Subscription: \$2,018.96
- Annual Data and Security: \$1,400.00
- 1st year cost \$38, 987.40, subsequent years \$25,627.52 annually (potential 5% increase)

The agreement is for a five-year term with automatic two-year renewals. The monthly and annual fees are fixed for the first year after implementation and may increase by up to 5% annually thereafter. The one-time charge will be paid within 10 days of the agreement's effective date, while monthly fees will be paid by ACH debit on the first business day of each month.

World Fuel, our fuel supplier, provides an annual offset of \$15,000 for processing software and an additional \$100,000 for operational and facility upgrades related to customer service and business sustainability.

The Augusta Regional Airport legal counsel has reviewed and approved the agreement with GMSTEK.

**Alternatives:**

N/A

**Recommendation:**

Approve the five-year agreement for X-1FBO Aviation Management Software with GMSTEK, LLC. and purchase of proprietary integrated hardware.

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

551081106-5238110

**REVIEWED AND APPROVED BY:**

N/A



Print Form

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

Vendor: GMSTEK LLC E-Verify Number: 2731570

Commodity: Computer Software

Estimated annual expenditure for the above commodity or service: \$ 25,000

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).

HJ

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.)

HJ

4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: Herbert Judon Jr. Department: Augusta Regional Airport Date: _____

Department Head Signature: Herbert Judon Jr. Date: 10-6-2025

Approval Authority: Andy Penick NW Date: 10-6-25

Administrator Approval: (required) not required Date: _____

COMMENTS:



**To:** Purchasing Department / Procurement Officer Name  
Augusta Regional Airport  
1501 Aviation Way Bush Field (AGS), Augusta, GA 30906

**Subject:** Sole Source Justification for X-1FBO Aviation Management Software and Integrated Hardware

Dear Procurement Officer's Name,

This letter serves as a formal notice and justification for a sole source procurement of the **X-1FBO Aviation Management Software and its proprietary integrated hardware**, developed and exclusively provided by **GMSTEK, LLC**.

**X-1FBO** is a proprietary, cloud-based aviation management platform that offers a fully integrated solution specifically designed for the operational, financial, and customer service needs of fixed-base operators (FBOs), airports, and aviation service providers as an all in one FBO management solution.

The platform provides a **unified suite of tools** to manage and streamline:

- **Real time fuel inventory control**
- **Customer based pricing and flexible pricing solution built into X-1FBO**
- **Tracking all incoming and outgoing traffic with X-1TRX**
- **Billing, invoicing, and secure payment processing**
- **Customer Portal to allow customers to submit fuel orders and pay for their invoices within their portal**
- **Comprehensive real-time and historical reporting**
- **End-to-end operational visibility via proprietary ramp hardware (SinglePoint Device)**

#### **Proprietary Hardware and Fuel Visibility**

X-1FBO includes an exclusive ramp-side hardware solution — **SinglePoint** — that delivers real-time visibility into every aspect of ramp operations. This proprietary device is used by line service technicians to receive fuel orders, update fueling status, and monitor ground operations directly from the ramp.

Additionally, X-1FBO offers **comprehensive, real-time fuel inventory tracking** that monitors fuel movement at every stage — from fuel supplier delivery, to the fuel farm, into refueling trucks, and finally to aircraft. This level of detailed tracking provides

18001 Old Cutler Rd. | Suite 472 | Palmetto Bay, FL | 33157, USA | 1 (768) 725-5058

*Confidential*





accountability, reduces shrinkage, and ensures full operational transparency from “A to Z.”

#### **Customer Portal Functionality**

X-1FBO also offers a fully integrated and proprietary **customer portal**, enabling customers to:

- Submit fuel orders directly to the FBO
- Track the status of fuel orders in real time
- Pay invoices securely through the portal
- Access present and past invoices as well as access to all fuel tickets within the portal

When a customer submits a fuel order, it is immediately routed to the ramp via the SinglePoint device, eliminating delays, paperwork, and miscommunication. This closed-loop process increases accuracy and improves customer experience and exclusively offered only by GMSTEK.

#### **Justification for Sole Source Procurement**

##### **1. Exclusive Ownership and Availability**

X-1FBO software and associated hardware are developed, owned, and distributed solely by **GMSTEK, LLC**. No third-party vendors are authorized to sell, implement, or support these systems.

##### **2. Specialized, Aviation-Centric Functionality**

The platform was purpose-built for the aviation industry. It is not a repurposed ERP or accounting solution — it is an end-to-end aviation management ecosystem designed for FBOs.

##### **3. Integrated Hardware for Operational Visibility**

The SinglePoint ramp device is uniquely integrated with the software platform to provide real-time, ground-level execution and safety aspects. No alternative solution offers this level of hardware-software integration.

##### **4. Proprietary Integrations and Industry Alignment**

X-1FBO connects seamlessly with industry tools such as fuel supplier networks, accounting platforms (e.g., QuickBooks), and aircraft databases. These integrations are proprietary and not replicable through other systems.



**5. Efficiency, Accuracy, and Security**

The system improves invoicing and payment collection speed, reduces human error, ensures PCI-compliant payment processing, and minimizes paper usage by offering digital workflows throughout.

**6. Time-Sensitive Deployment and Training**

Sole sourcing allows direct implementation, onboarding, and ongoing support from the original development team at GMSTEK, ensuring faster go-live and reduced disruption.

Given the proprietary nature of the X-1FBO platform and hardware, its purpose-built alignment with aviation operations, and its unmatched combination of software, hardware, and customer-facing tools, we respectfully request approval for sole source procurement.

Please contact us if additional documentation or technical specifications are required.

Thank you for your time and consideration.

Sincerely,

**George Reyes**

Co-Founder and Director of Business Development

**GMSTEK, LLC / X-1FBO**

greyes@gmstek.com

305-219-5796



THE SMARTER WAY TO RUN YOUR FBO

X-1FBO™ SYSTEM AGREEMENT

FOR:

Augusta Regional Airport Aviation Services

George Reyes

[greyes@gmstek.com](mailto:greyes@gmstek.com)

(305) 219-5796



THIS AGREEMENT by and between GMSTEK, LLC (“GMSTEK”) with its principal place of business at 18001 Old Cutler Road, Palmetto Beach, FL 33157, as Licensor, and Augusta Regional Airport Aviation Services (Augusta Regional Airport - KAGS), having its principal place of business at 1501 Aviation Way, Augusta, GA, 30906; as Licensee, is made effective as of the last date it is signed by both of the parties hereto (hereinafter the “Effective Date”).

WHEREAS, Augusta Regional Airport - KAGS wishes to deploy the X-1FBO™ System (“X-1FBO”), a cloud-based management system that provides real time, mission critical information.; and

WHEREAS, GMSTEK wishes to provide Augusta Regional Airport - KAGS with a non-exclusive license to utilize X-1FBO;

NOW THEREFORE, the parties hereby agree:

#### **I. Augusta Regional Airport - KAGS X-1FBO System Modules**

- Core Modules – Customer Service, Pricing & Inventory, Invoice & Payment
- Fuel Management Module
- X-1 SinglePoint Module
- X-1 TRX
- X-1 Portal
- Customer Provided Export File

#### **II. X-1FBO Implementation Process**

The following proven implementation process will be followed:

- a. **Initial Field Visit:** At the Customers request, a member of the X-1 Onboarding Team will schedule a visit to meet with Augusta Regional Airport- KAGS's department heads and to evaluate and observe operations, gather the data and information necessary to initiate the onboarding process and facilitate a successful setup process. An understanding of daily operations and the depth of information to be received will help ensure that X-1 Onboarding team successfully establishes the Augusta Regional Airport - KAGS X-1FBO environment. Pricing for the initial field visit is set forth in section III of this agreement.
- b. **Data Collection & System Design:** The X-1 Onboarding Team will schedule a series of online meetings to work with Augusta Regional Airport - KAGS's team to review data required in the X-1FBO Onboarding Forms, meet with Augusta Regional Airport - KAGS's department heads to gather further information to complete data collection and to help understand Augusta Regional

Airport - KAGS's current processes and workflows. In conjunction with the Data Collection, GMSTEK will provide Augusta Regional Airport- KAGS access to a project management tool that allows the customer to monitor the progress of the onboarding process and upload various outstanding requirements.

- c. **Training & Delivery:** Augusta Regional Airport- KAGS will be provided with X-1FBO system access for training and so that staff can familiarize themselves with using X-1FBO in an environment where transactions are not live. Onboarding will include an in-depth, dual entry testing phase in this production environment. Augusta Regional Airport - KAGS agrees to ensure that all proper personnel are made available to conduct training and participate in dual entry processes to reasonable extents.
- d. **Go Live:** GMSTEK Onboarding personnel will provide Go-Live support to the customer as the customer transitions to X-1FBO in the live environment. Support will be provided either on-site or remote per the terms set forth in section III of this agreement. The Onboarding Project will be scheduled to be completed approximately 90 days after contract execution. FBO requirements and bandwidth will have an impact on projected timelines.
- e. **Post-Go Live:** Following Go-Live the Onboarding team will conduct scheduled follow-up calls for the period of six (6) weeks. During that period and for the duration of the contract, the customer will have access to live customer support 0700 to 2200 Eastern, via email at support@x1fbo.com and in app through the X-1FBO chat tools or through the X-1FBO support site at [www.support.x1fbo.com](http://www.support.x1fbo.com). Additional training resources and materials will be available at <http://help.x1fbo.com>. Emergency Customer Support will be available 24/7/365 at +1 (786) 725-5058

### III. One Time Implementation, Hardware & On-Site Support Charges

Description	QTY	Unit Cost	Total
<b>Installation Set Up &amp; Data Migration</b> Set up of the customers instance of the X-1FBO solution and establishment of the environment to facilitate data migration.	1	\$1,500.00	\$1,500.00
<b>Initial Field Visit</b> The initial field visit is the opportunity to meet at the FBO to gather required information, start data collection and review operations. Or, the time allotted for the initial field visit may be used during the onboarding process to conduct on-site training and/or assistance during the dual-entry portion of the onboarding process. The X-1FBO onboarding representative will discuss these options with proper parties during the onboarding launch call to determine what best suits the unique needs of the FBO(s). \$75 per diem and out of pocket travel expenses billed post visit. Typically, 1 person at 2 days. Pricing per person, per day. (2 day minimum)	2	\$750.00	\$1500.00
<b>Premium Go-Live (On Site)</b> X-1FBO team provides onsite support for the FBO go-live date. Each team member @ \$750/day. An additional \$75 per diem and out of pocket travel expenses billed post go-live. Typically, 1 person at 3-4 days. Pricing per person, per day.	4	\$750.00	\$3,000.00
<b>Initial Training Webinars</b> Initial training webinars conducted during the onboarding period. Webinars last approximately 1.5 to 2 hours and can be scheduled for longer, as needed. Additional training is available at \$350 per 2-hour web-based session. On-site training will be conducted at \$750 per person per day plus a \$75 dollar per day per diem.	3	\$350.00	\$1,050.00
<b>X-1 SinglePoint (Armor 21 Device Kit)</b> Rugged handheld device for X-1 SinglePoint, includes belt holster, case and charging dock.	2	\$529.99	\$1,059.98
<b>X-1 Cloud Connect (v3.0.X)</b>	5	\$899.99	\$4,499.95



Advanced IoT hardware that links fuel trucks to cloud-based systems via cellular networks. Requires monthly data & software subscription.			
<b>X-1 Cloud Connect - Custom GNSS, WIFI and Cellular Antenna</b> Designed and manufactured specifically for use with the X-1 Cloud Connect. This High Gain Long Range GPS 4G LTE Outdoor Cellular Base Antenna provides superior signal quality while with a rugged design.	5	\$249.99	\$1,249.95
<b>Accounting / Export File (Customer Provided Export File)</b> This is the recreation of a customer provided Export template. This template will be recreated and added to X-1FBO. The export file will be recreated and added X-1FBO. Once exported, the data will prefill using X-1FBO's data.	1	\$1,000.00	\$1,000.00

**Total** **\$13,359.88**

#### IV. Monthly SaaS Subscription Charges

Once the customer instance of X-1FBO has been created for Augusta Regional Airport - KAGS and system access has been provided, subscription billing will commence. If access is provided in the middle of a month, a prorated invoice will be sent for that month. Subsequent invoices will be due on the first of each month, for that month.

Description	QTY	Unit Cost	Discount	Total
<b>X-1FBO Core &amp; Fuel Management</b> Customer Service, Pricing, Inventory, Invoicing & Payments. Includes the Fuel Management Module allowing for complete control of your fuel supply. With the ability to track each fuel load down to the gallon.	1	\$949.00	-\$150.00	\$799.00
<b>X-1 SinglePoint Module</b> Apps and automation for the FBO ramp and fueling environment. Required for X-1 SinglePoint and X-1 Cloud Connect hardware.	1	\$249.00	-\$49.00	\$200.00

<b>X-1 SinglePoint Device Subscription</b> Cellular data, software and management of the hardware through MDM (Mobile Device Management) solutions for mobile devices and IoT hardware. Enables Fuel Truck Automation and location data.	3	\$34.99	\$0.00	\$104.97
<b>X-1 Cloud Connect Version 3.0 (Optional)</b> Lease our transformative IoT device for fuel truck operations. It integrates with truck registers for real-time data collection, automation, and GPS tracking, revolutionizing aviation fueling with advanced features and a user-friendly design.	5	\$99.00	-\$30.00	\$465.00
<input checked="" type="checkbox"/> <b>X-1TRX (Optional)</b> Integrated flight tracking that provides FBO with full inbound traffic map displays for internal and public views with reports. The X-1FBO integration provides for no public viewing which reduces the number of blocked aircraft.	1	\$249.00	-\$49.00	\$200.00
<b>X-1 Portal (Optional)</b> The X-1 Portal provides a gateway to your customers that allows them to submit fuel orders and pay invoices online.	1	\$349.99	-\$100.00	\$249.99

**Total****\$2,018.96**

# V. Annual Infrastructure, Security and Data Subscription Charges

Description	QTY	Unit Cost	Total
<b>Data &amp; Infrastructure</b> Cost of data storage and security protocol for usage of and access to the X-1FBO environment. Amount is billed annually and a prorated amount will be due following contract execution. e.g., if contract execution is May 1, \$933 (8 months) will be invoiced for that year. Beginning the following year, \$1400 will be invoiced annually in January.)	1	\$1,400.00	\$1,400.00
<b>Total</b>			<b>\$1,400.00</b>



## VI. Payment Processing - Credit Card Processing, Optional; X-1PAY Direct Debit Included

Description	Comment
<input checked="" type="checkbox"/> <b>X-1PAY Direct Debit</b> Direct Bank to Bank payment option at 100 basis points/transaction	May be used to receive customer payments or make vendor payments. Replaces credit cards & checks
<input checked="" type="checkbox"/> <b>X-1PAY Merchant Processing</b> All major credit cards can be processed. Cents vary per credit card and will be charged at cost. Pricing is Interchange + cents + 40 basis points/transaction	All major credit cards can be processed. Cents vary per credit card and will be charged at cost

## VII. Miscellaneous Terms

- a. **Term of agreement (“Term”):** This Agreement will be for five (5) years with automatic two (2) year renewals thereafter, beginning on the date of contract execution (the effective date), unless Augusta Regional Airport - KAGS or GMSTEK notifies the other party in writing at least ninety (90) days prior to the end of the original Term of this Agreement or any renewal period that it wishes to terminate this Agreement.
- b. **Software Updates:** During the Term, all software updates initiated by GMSTEK to the current X-1FBO System, which are implemented at Augusta Regional Airport - KAGS, will be included in the Monthly SaaS Fees at no additional charge.
- c. **Early termination by Augusta Regional Airport - KAGS:** Augusta Regional Airport - KAGS may terminate this agreement upon one hundred and twenty (120) days written notice if GMSTEK: i) fails to fulfill in any material respect, its obligations under this Agreement, and does not cure such failure within sixty (60) days of receipt of written notice from Customer, which will specifically advise GMSTEK of the alleged failure or; ii) breaches any material term or condition of this Agreement, and does not cure such breach within sixty (60) days of receipt of written notice from Customer, which will specifically advise GMSTEK of the alleged breach.
- d. **Price Guaranty:** The Monthly SaaS Fees, Processing Fees, and Data and Infrastructure Annual Fee specified above will remain fixed through the first year after implementation is completed. On each annual anniversary thereafter, one or more of them may be increased in an amount not to exceed five percent (5%) of the prior year’s Fees.
- e. **Payments to GMSTEK:** The Monthly SaaS Fees will be paid on the first business day of each month for that month by ACH debit through X-1PAY Direct Debit. The One Time Implementation & Hardware Purchase Charge will be paid by ACH debit or check, at Augusta Regional Airport.  
 - KAGS’s option, within ten (10) days after the Effective Date of this Agreement, per diem and

reimbursable travel expenses will be invoiced after they are incurred and due net ten (10) days by ACH debit or check, at Augusta Regional Airport. - KAGS's option. If an ACH debit is not honored by the bank and non-payment extends more than net fifteen (15) days beyond the due date, GMSTEK will have the right to suspend service until the account is brought up to date, and it is expressly authorized by Augusta Regional Airport. - KAGS that GMSTEK may do so and will have no liability for any actual, special, indirect, punitive, or consequential damages of any kind whatsoever, including but not limited to lost profits, that Augusta Regional Airport. - KAGS may incur as a result of the loss of service for failure to make timely payment. Any payments made after more than fifteen (15) days after the due date are subject to a late fee of ten percent (10%) of the invoice total. After the second occurrence of a suspension, GMSTEK shall have the right to require a three (3) month deposit and automatic payment via credit card or bank draft before resuming service.

- f. **Limitation of Liability:** Before data export, Augusta Regional Airport. - KAGS agrees to back up and maintain a redundant copy of its data. GMSTEK offers no warranty, and will not be held liable, for any loss or corruption of data during the data export to the X-1FBO system. GMSTEK will have no liability, express or implied, for actual, special, indirect, punitive, or consequential damages of any kind whatsoever, including but not limited to lost profits, that Augusta Regional Airport. - KAGS experiences as a result of data loss, data corruption, or during the use of the X-FBO system, where such liability would exceed one month's Monthly Recurring Charge for the use of the system. Augusta Regional Airport. - KAGS agrees to hold GMSTEK harmless and not liable for any such damages, harm, claims, fees, taxes, or other charges it may incur, and agrees that Augusta Regional Airport. - KAGS will back-up its data and be solely responsible for failing to do so in advance of the data port and use of the X-1FBO system. GMSTEK is not responsible for and will have no liability for service interruptions caused by power failures, storms, any Force Majeure event (including but not limited to weather phenomenon, tornadoes, hurricanes, typhoons, fires, floods, windstorms, earthquakes, mudslides, other natural disasters, lightning, electrical outages, solar storms, warfare, strikes, acts of terrorism, acts of violence, and other events outside of the control of GMSTEK. Except as otherwise provided in this agreement, GMSTEK 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 performance of its work, to the extent caused by GMSTEK's negligence or willful misconduct
- g. **System Updates and Force Majeure:** X-1FBO System updates and maintenance are performed during hours of least usage, generally in the midnight to 4am range of time. Except in emergency situations, at least three (3) days' notice will be provided to Augusta Regional Airport, - KAGS with regard to scheduled upgrades and maintenance. After the occurrence of a "Force Majeure" event, GMSTEK will devote all resources reasonably available to returning X-1FBO to full operation as soon as possible. Since X-1FBO is maintained on multiple servers in separate physical locations, GMSTEK believes that X-1FBO will remain available even during most extreme conditions.

- h. **Non-Disclosure and Confidentiality:** The pricing for the X-1FO system, and technical details of the system that Augusta Regional Airport. - KAGS may learn during its use and Augusta Regional Airport. - KAGS's interactions with GMSTEK are confidential and proprietary to GMSTEK and have been developed at great cost and expense. Augusta Regional Airport. - KAGS agrees not to publish nor disclose to any other person or entity the pricing and other terms of this Agreement. This clause and contract are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.
- i. **Limitation of Permitted Use:** Augusta Regional Airport. - KAGS agrees that it will not seek to duplicate, copy, nor assist any other person in using any aspect of X-1FBO, X-1FBO code or software, trademarks, images, logos, software, text, graphics, or pictures or any other information or data utilized within X-1FBO.
- j. **Service Level:** X-1FBO will be up and available 99.9%, 24/7/365. Upgrades will be made and maintenance performed during hours of least usage, generally between midnight and 4am. Except in emergency situations, at least three (3) days' notice will be provided with regard to upgrades and maintenance
- k. **Choice of Law:** The law of the State of Georgia shall govern the contract between Augusta Regional Airport. – KAGS and GMSTEK with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes, and other matters in question between Augusta Regional Airport. – KAGS and GMSTEK arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. GMSTEK, 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.
- l. **Sole Agreement:** This Agreement constitutes the entire understanding between the parties pertaining to the utilization of X-1FBO in its present condition, explicitly excluding any explicit or implied modifications, updates, or enhancements. It supersedes all prior oral or written representations, promises, or agreements not expressly contained herein. Any modifications to this Agreement must be in writing and signed by both parties, and no verbal modifications will be valid.
- m. Counterparts; Facsimile Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement, signatures via fax or via DocuSign or Adobe Sign shall be treated as original signatures in all respects.
- n. **Partial Invalidity.** If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Amendment shall be valid and enforced to the fullest extent permitted by law, in the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this



Amendment shall control.

- o. Prohibition against contingent fees. GMSTEK 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 GMSTEK for the purpose of securing business and that GMSTEK has not received any non- Augusta Regional Airport. – KAGS fee related to this Agreement without the prior written consent of Augusta Regional Airport. – KAGS. For breach or violation of this warranty, Augusta Regional Airport. – KAGS 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.
- p. Georgia Prompt Pay Act not applicable. The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- q. GMSTEK 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, GMSTEK is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of GMSTEK'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 GMSTEK may be precluded from recovering payment for such unauthorized goods or services. Accordingly, GMSTEK agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if GMSTEK 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 GMSTEK. GMSTEK 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.

Insurance Requirements. GMSTEK 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 Augusta Regional Airport. – KAGS 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 GMSTEK in performance of the work during the term of this Agreement.

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

A. 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.

B. 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.

C. 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.

Augusta Regional Airport. – KAGS will be named as an additional insured with respect to GMSTEK's liabilities hereunder in insurance coverage's identified.

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

### Intentionally Blank

Agreed To and Accepted By:  
GMSTEK, LLC



Signature

Steve Tubbs  
Name

SVP of Operations  
Title

9/12/2025  
Date

Agreed To and Accepted By:  
Augusta Regional Airport. - KAGS

Signature

Name

Title

Date

Please initial below to accept.

_____ We will utilize X-1PAY Merchant Processing as described in Section V.

## Exhibit A

### **Special Consideration for Augusta Regional Airport Aviation – Masters Tournament**

As Augusta Regional Airport Aviation prepares to host the prestigious Masters Tournament, X-1FBO is pleased to extend special consideration to support the Airport during this period of increased traffic and operational demand. In recognition of the significant influx of activity and resources required to manage the event, X-1FBO will provide one-time special pricing to ensure Augusta Regional has the necessary support to maintain seamless operations. As a valued partner of Augusta Regional Airport, X-1FBO reaffirms its commitment to delivering exceptional service and flexibility. The following pricing structure shall apply specifically to resources dedicated to covering the heightened demand during Nationals:

#### **1. X-1SinglePoint Devices**

- Standard pricing: \$75.00 per device, per week.
- Special event pricing: \$50.00 per device, per week, applicable when five (5) or more devices are rented.

#### **2. Personnel Support**

X-1FBO shall provide experienced team members to support Customer Service Representative functions. Each team member will possess extensive knowledge of both FBO operations and the X-1FBO platform.

- Standard pricing: \$750.00 per person, plus actual and reasonable out-of-pocket travel expenses (billed post-event), and a per diem of \$75.00 per person, per day.
- Special event pricing:
  - Two (2) team members engaged: \$750.00 per person, plus travel expenses and per diem as outlined above.
  - Four (4) team members engaged: \$450.00 per person, plus travel expenses and per diem as outlined above.

This pricing reflects an effective average of approximately \$56.25 per hour, per person, exclusive of travel expenses and per diem.



## Intentionally Blank

Agreed To and Accepted By:  
GMSTEK, LLC



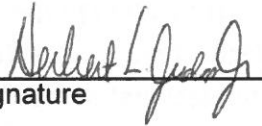
Signature

Steve Tubbs  
Name

SVP of Operations  
Title

9/26/2025  
Date

Agreed To and Accepted By:  
Augusta Regional Airport - KAGS



Signature

Client's Full Name  
Name

Title

Date

Augusta Regional Airport (AGS) – X-1FBO Aviation Management Software Agreement

Approved by: _____ Date: _____  
Garnett L., Johnson, Mayor (Augusta, Georgia)

Attested by: _____ Date: _____  
Lena J. Bonner, Clerk of Commission (Augusta, Georgia)

Please initial below to accept.

_____ We will utilize X-1PAY Merchant Processing as described in Section V.



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## **Augusta Aviation Commission**

### **Meeting Minutes**

**September 25, 2025**

**10:00 a.m.**

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

**Commissioner Members:** Commissioner Ronic West; Commissioner Michael Cioffi;  
Commissioner Dan Troutman; Commissioner Marshall McKnight;  
Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke;  
Commissioner James Germany; Commissioner Randy Sasser;  
Commissioner Kay Roland

**Staff:** Mr. Herbet Judon; Mr. Ken Hinkle; Ms. Catherine Highsmith;  
Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles;  
Ms. Risa Bingham; Chief Richard Beal; Ms. LaRondra Starks;  
Mr. Tyler Good; Mr. Greg Larsen; Ms. Jennifer Humphrey;  
Ms. Monika Peoples

**Others:** Mr. Edwin Scott – Mead & Hunt; Debbie Dent – Mead & Hunt;  
Mark – Mead & Hunt; Tommy Odette – Mead & Hunt;  
Ms. Dana Lynn McIntyre – Augusta Business Daily  
Ms. Nancy Williams - Augusta-Richmond County Procurement Dept.;  
Mr. Jon Quinn – Foth; Mr. Wilfred Nixon – Ken Weeden & Associates

**CALL TO ORDER & PRAYER** – Chairwoman Ronic West called the meeting to order at 10:11 a.m.,  
Prayer by Commissioner Barrett

#### **I. AGENDA, MINUTES, STATISTICS, & CONSENT** – Chairwoman Ronic West

- A. September 25, 2025, Aviation Commission Meeting Agenda
- B. August 28, 2025, Aviation Commission Meeting Minutes
- C. August Statistics

September 25, 2025

Page 2 of 2

*Motion by Commissioner Troutman 2nd by Commissioner Barrett to approve September 25, 2025, Aviation Commission Meeting Agenda, August 28, 2025, Aviation Commission Meeting Minutes, and August Statistics.*

*No Discussion, Unanimous Ayes; Motion Carries*

**II. EMPLOYEE RECOGNITION – Catherine Highsmith**

- A. LaRondra Starks, Airport Accountant - 15 Years

**III. COMMITTEE REPORTS**

- A. Airline Services Committee Report – Commissioner Sasser  
*Augusta Aviation Commission received verbal report as information.*

**IV. FINANCIALS – Risa Bingham**

- A. August Financials  
*Motion by Commissioner Sasser 2nd by Commissioner Dr. Larke to approve the August 2025 Financial Report as Presented*  
*No Discussion, Unanimous Ayes; Motion Carries*

**V. INFORMATION ITEM**

- A. FY2026 – FY2028 ACDBE Goal Presentation – Wilfred Nixon, Ken Weeden & Associates  
*Augusta Aviation Commission received presentation as information.*

**VI. DIRECTOR ACTION REQUESTS**

- A. Augusta Regional Airport (AGS) – Transition from AFFF to F3 Foam – Chief Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Transition from AFFF to F3 Foam*  
*No Discussion; Unanimous Ayes; Motion Carries*
- B. Augusta Regional Airport (AGS) – New Vehicle Purchase for Airport Operations – Tyler Good  
*Motion by Commissioner Germany 2nd by Commissioner Troutman to approve New Vehicle Purchase for Airport Operations*  
*Discussion; Unanimous Ayes; Motion Carries*
- C. Augusta Regional Airport (AGS) – X-1FBO Aviation Management Software Agreement – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Roland to approve the acquisition of equipment subject to staff defining added cost (price sheet) for Masters® week prior to executing the agreement*  
*No Discussion; Unanimous Ayes; Motion Carries*
- D. Augusta Regional Airport (AGS) – Masters® Fee Increase – Kenneth Hinkle  
*Motion by Commissioner McKnight 2nd by Commissioner Dr. Larke to approve Masters® Fee Increase*  
*No Discussion; Unanimous Ayes; Motion Carries*
- E. Augusta Regional Airport (AGS) – StandardAero Pavement Reconstruction Administrative Process – Herbert L. Judon, Jr.



September 25, 2025  
Page 2 of 2

*Motion by Commissioner Sasser 2nd by Commissioner McKnight to approve Standard Aero Pavement Reconstruction Administrative Process*

*No Discussion; Unanimous Ayes; Motion Carries*

- F. Augusta Regional Airport (AGS) – Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) No. 3-13-0011-061-2025 (#61) for the Design of New Taxiway Connectors & Taxiway E Hot-Spot Mitigation – Elizabeth Giles

*Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) No. 3-13-001-061-2025 (#61) for the Design of New Taxiway Connectors & Taxiway E Hot-Spot Mitigation*

*No Discussion; Unanimous Ayes; Motion Carries*

## VII. COMMISSION COMMENTS/ACTION REQUESTS

- A. Augusta Regional Airport Legislative Forum, October 6, 2025, 9:00am – 1:00pm. – Jennifer Humphrey

## ADJOURN MEETING

**Motion to adjourn by Commissioner Troutman 2nd by Commissioner Roland**

**No Discussion; Unanimous Ayes; Motion Carries**

**Meeting adjourned at 11:15am**

---

Ronic West, Chairwoman  
Augusta Aviation Commission

---

Date



## Public.Service.Committee.Meeting

Meeting Date: 10/14/25

Augusta Regional Airport (AGS) – StandardAero Pavement Reconstruction Administrative Process

---

**Department:** Augusta Regional Airport (AGS)

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

**Caption:** Augusta Regional Airport (AGS) – Motion to approve Staff’s Administrative (Payment) Process for the StandardAero Pavement Reconstruction Project.

**Background:** The Airport is contractually obligated to provide monetary resources for the pavement reconstruction of the StandardAero aircraft ramp.

The Augusta Regional Airport endorses StandardAero’s approach to directly bid out and contract for the reconstruction project. This approach is the most efficient and cost-effective.

Our mutually agreed upon administrative process for reimbursement is similar to what we are doing for the ongoing facility upgrades. The process is as follows:

- 1) Upon receipt of invoices for completion of each phase of work, StandardAero will forward those invoices to Augusta Regional Airport.
- 2) Upon receipt of invoices, the Airport will initiate a check request and subsequent payment to StandardAero within 30 days.

The amount for the entirety of this transaction will not exceed \$1,000,000.

**Analysis:** N/A

**Financial Impact:** This project will be funded by Airport Enterprise Funds.

**Alternatives:** N/A

**Recommendation:**

**Funds are available in   551081305-5412110  
the following accounts:**

**REVIEWED AND       N/A  
APPROVED BY:**





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September 16, 2025

Chris Bodine  
Vice President / General Manager – Augusta  
StandardAero  
1550 Hangar Road  
Augusta, Georgia, 30906

Dear Mr. Bodine,

Please accept this letter as my agreement to the administrative processes related to the pavement reconstruction of the aircraft ramp. The Airport is contractually obligated to provide monetary resources for this reconstruction.

The Augusta Regional Airport endorses StandardAero's approach to directly bid out and contract for the reconstruction project. This approach is the most efficient and cost-effective.

Our mutually agreed upon administrative process for reimbursement is similar to what we are doing for the ongoing facility upgrades. The process is as follows:

- 1) Upon receipt of invoices for completion of each phase of work, StandardAero will forward those invoices to Augusta Regional Airport.
- 2) Upon receipt of invoices, the Airport will initiate a check request and subsequent payment to StandardAero within 30 days.

Please accept this letter as my preliminary approval. I will introduce this item on the agenda for final approval and codification at the September 25, 2025, Aviation Commission meeting.

Sincerely,

A handwritten signature in blue ink that reads "Herbert L. Judon Jr.".

Herbert L. Judon Jr.  
A.A.E. IAP



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## **Augusta Aviation Commission**

### **Meeting Minutes**

**September 25, 2025**

**10:00 a.m.**

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

**Commissioner Members:** Commissioner Ronic West; Commissioner Michael Cioffi;  
Commissioner Dan Troutman; Commissioner Marshall McKnight;  
Commissioner Wilbert Barrett; Commissioner Dr. Charles Larke;  
Commissioner James Germany; Commissioner Randy Sasser;  
Commissioner Kay Roland

**Staff:** Mr. Herbet Judon; Mr. Ken Hinkle; Ms. Catherine Highsmith;  
Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles;  
Ms. Risa Bingham; Chief Richard Beal; Ms. LaRondra Starks;  
Mr. Tyler Good; Mr. Greg Larsen; Ms. Jennifer Humphrey;  
Ms. Monika Peoples

**Others:** Mr. Edwin Scott – Mead & Hunt; Debbie Dent – Mead & Hunt;  
Mark – Mead & Hunt; Tommy Odette – Mead & Hunt;  
Ms. Dana Lynn McIntyre – Augusta Business Daily  
Ms. Nancy Williams - Augusta-Richmond County Procurement Dept.;  
Mr. Jon Quinn – Foth; Mr. Wilfred Nixon – Ken Weeden & Associates

**CALL TO ORDER & PRAYER** – Chairwoman Ronic West called the meeting to order at 10:11 a.m.,  
Prayer by Commissioner Barrett

#### **I. AGENDA, MINUTES, STATISTICS, & CONSENT** – Chairwoman Ronic West

- A. September 25, 2025, Aviation Commission Meeting Agenda
- B. August 28, 2025, Aviation Commission Meeting Minutes
- C. August Statistics

September 25, 2025

Page 2 of 2

*Motion by Commissioner Troutman 2nd by Commissioner Barrett to approve September 25, 2025, Aviation Commission Meeting Agenda, August 28, 2025, Aviation Commission Meeting Minutes, and August Statistics.*

*No Discussion, Unanimous Ayes; Motion Carries*

**II. EMPLOYEE RECOGNITION – Catherine Highsmith**

- A. LaRondra Starks, Airport Accountant - 15 Years

**III. COMMITTEE REPORTS**

- A. Airline Services Committee Report – Commissioner Sasser  
*Augusta Aviation Commission received verbal report as information.*

**IV. FINANCIALS – Risa Bingham**

- A. August Financials  
*Motion by Commissioner Sasser 2nd by Commissioner Dr. Larke to approve the August 2025 Financial Report as Presented*  
*No Discussion, Unanimous Ayes; Motion Carries*

**V. INFORMATION ITEM**

- A. FY2026 – FY2028 ACDBE Goal Presentation – Wilfred Nixon, Ken Weeden & Associates  
*Augusta Aviation Commission received presentation as information.*

**VI. DIRECTOR ACTION REQUESTS**

- A. Augusta Regional Airport (AGS) – Transition from AFFF to F3 Foam – Chief Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Transition from AFFF to F3 Foam*  
*No Discussion; Unanimous Ayes; Motion Carries*
- B. Augusta Regional Airport (AGS) – New Vehicle Purchase for Airport Operations – Tyler Good  
*Motion by Commissioner Germany 2nd by Commissioner Troutman to approve New Vehicle Purchase for Airport Operations*  
*Discussion; Unanimous Ayes; Motion Carries*
- C. Augusta Regional Airport (AGS) – X-1FBO Aviation Management Software Agreement – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Roland to approve the acquisition of equipment subject to staff defining added cost (price sheet) for Masters® week prior to executing the agreement*  
*No Discussion; Unanimous Ayes; Motion Carries*
- D. Augusta Regional Airport (AGS) – Masters® Fee Increase – Kenneth Hinkle  
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- E. Augusta Regional Airport (AGS) – StandardAero Pavement Reconstruction Administrative Process – Herbert L. Judon, Jr.



September 25, 2025  
Page 2 of 2

*Motion by Commissioner Sasser 2nd by Commissioner McKnight to approve Standard Aero Pavement Reconstruction Administrative Process*

*No Discussion; Unanimous Ayes; Motion Carries*

- F. Augusta Regional Airport (AGS) – Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) No. 3-13-0011-061-2025 (#61) for the Design of New Taxiway Connectors & Taxiway E Hot-Spot Mitigation – Elizabeth Giles

*Motion by Commissioner Troutman 2nd by Commissioner Sasser to approve Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) No. 3-13-001-061-2025 (#61) for the Design of New Taxiway Connectors & Taxiway E Hot-Spot Mitigation*

*No Discussion; Unanimous Ayes; Motion Carries*

## VII. COMMISSION COMMENTS/ACTION REQUESTS

- A. Augusta Regional Airport Legislative Forum, October 6, 2025, 9:00am – 1:00pm. – Jennifer Humphrey

## ADJOURN MEETING

**Motion to adjourn by Commissioner Troutman 2nd by Commissioner Roland**

**No Discussion; Unanimous Ayes; Motion Carries**

**Meeting adjourned at 11:15am**

---

Ronic West, Chairwoman  
Augusta Aviation Commission

---

Date



## Public.Service.Committee.Meeting

Meeting Date: 10/14/25

Augusta Regional Airport (AGS)

Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) No. 3-13-0011-061-2025 (#61) for the Design of New Taxiway Connectors & Taxiway E Hot-Spot Mitigation

---

**Department:** Augusta Regional Airport (AGS)

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

**Caption:** Augusta Regional Airport (AGS) – Motion to approve Acceptance of Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) Grant No. 3-13-0011-061-2025 (#61) in the amount of \$1,284,475.00. This grant is for the FY2025 Design of New Taxiway Connectors & Taxiway E Hot Spot Mitigation project.

**Background:** Mead & Hunt submitted the 2025 Final AIG Grant Application to the Atlanta Airport District Office (ADO) in June 2025. This grant includes the costs associated with the design services required to construct Taxiway Connectors A4 and G2, extend Taxiway G, Realign Taxiway A, and mitigate the existing “Hot Spot” at Taxiway E. The FAA has agreed to fund the project applied for in the amount of \$1,284,475.00. The total cost of the project is \$1,352,079.45.

**Analysis:** Securing of this grant required a short turnaround. The grant was received on September 15, 2025. Subsequently, the grant was fully executed on September 16, 2025, per the Augusta Richmond County Resolution (executed May 27, 2025), allowing the Mayor the authority to execute Federal Aviation Administration (FAA) and Georgia Department of Transportation – Aviation (GDOT) grants having expedited deadlines. Section 2 of the resolution requires, in these circumstances, the grants are to be brought back to the Augusta Commission for final approval and captured within its meeting minutes.

This Grant Acceptance has been reviewed by the Airport Legal Counsel, Mr. Robert Kerr.

**Financial Impact:** This grant will constitute 95% of the project costs and the remainder will be funded through other sources.

**Alternatives:** N/A

**Recommendation:** Approve Acceptance of FAA AIG Grant No. 3-13-0011-061-2025 (#61) in the amount of \$1,284,475.00. This grant is for the FY2025 Design of New Taxiway Connectors & Taxiway E Hot Spot Mitigation project.

**Funds are available in the following accounts:** 551081303-3313111

**REVIEWED AND APPROVED BY:** N/A





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## **Augusta Aviation Commission**

### **Meeting Minutes**

**September 25, 2025**

**10:00 a.m.**

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

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Commissioner James Germany; Commissioner Randy Sasser;  
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**Staff:** Mr. Herbet Judon; Mr. Ken Hinkle; Ms. Catherine Highsmith;  
Mr. Robert Kerr – Staff Attorney; Ms. Elizabeth Giles;  
Ms. Risa Bingham; Chief Richard Beal; Ms. LaRondra Starks;  
Mr. Tyler Good; Mr. Greg Larsen; Ms. Jennifer Humphrey;  
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**Others:** Mr. Edwin Scott – Mead & Hunt; Debbie Dent – Mead & Hunt;  
Mark – Mead & Hunt; Tommy Odette – Mead & Hunt;  
Ms. Dana Lynn McIntyre – Augusta Business Daily  
Ms. Nancy Williams - Augusta-Richmond County Procurement Dept.;  
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September 25, 2025

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September 25, 2025  
Page 2 of 2

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- A. Augusta Regional Airport Legislative Forum, October 6, 2025, 9:00am – 1:00pm. – Jennifer Humphrey

## ADJOURN MEETING

**Motion to adjourn by Commissioner Troutman 2nd by Commissioner Roland**

**No Discussion; Unanimous Ayes; Motion Carries**

**Meeting adjourned at 11:15am**

---

Ronic West, Chairwoman  
Augusta Aviation Commission

---

Date



3-13-0011-061-2025



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Southern Region  
Georgia

Atlanta Airports District Office:  
1701 Columbia Ave., Suite 220  
College Park, GA 30337

September 15, 2025

Honorable Garnett L. Johnson  
Mayor of Augusta  
535 Telfair Street  
Suite 200  
Augusta, GA 30901

Dear Garnett L. Johnson:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-13-0011-061-2025 at Augusta Regional at Bush Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized **no later than September 19, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Gaethan Amedee, (404) 305-6746, Gaethan.Amedee@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
Peter W. Hughes (09/15/2025 15:22:43 EDT)

Peter W. Hughes  
Assistant Manager

3-13-0011-061-2025



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

Federal Award Offer Date      September 15, 2025

Airport/Planning Area      Augusta Regional at Bush Field Airport

Airport Infrastructure Grant  
Number      3-13-0011-061-2025

Unique Entity Identifier      UWFUTLZND7Q6

TO:      City of Augusta  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 26, 2025, for a grant of Federal funds for a project at or associated with the Augusta Regional at Bush Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Augusta Regional at Bush Field Airport (herein called the "Project") consisting of the following:

**Extend Taxiway G (2,000 ft) – Design**

**Construct Taxiway Connectors A4 (600 ft) and G2 (450 ft) - Design**

**Realign Taxiway A (600 ft) - Design**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the



3-13-0011-061-2025

representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,284,475.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$1,284,475 for airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

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## c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
- (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
- (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
- (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
- (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor **on or before September 19, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.



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12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the 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 and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC 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 <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 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.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 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 Sponsor is encouraged to:
  1. 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.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

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- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## 22. Trafficking in Persons.

1. *Posting of contact information.*
  - a. The 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.
2. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in person, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;



- ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
    - a) Associated with performance under this Grant; or
    - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- 3. *Provision applicable to a recipient other than a private entity.*
  - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
      - a) Associated with performance under this Grant; or
      - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- 4. *Provisions applicable to any recipient.*
  - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
  - b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
  - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
  - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
- 5. *Definitions.* For purposes of this Grant award, term:
  - a. "Employee" means either:
    - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
  - b. "Private entity" means:

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- i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
  - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).
23. **IJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 11, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the



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maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
    - (1) additional conditions on the award;
    - (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
    - (3) any other remedy legally available.
  - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

**SPECIAL CONDITIONS**

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).
36. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
37. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
40. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Peter W. Hughes  
Peter W. Hughes (09/15/2025 15:22:43 EDT)

(Signature)

Peter W. Hughes

(Typed Name)

Assistant Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



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**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated September 16, 2025

City of Augusta

(Name of Sponsor)

  
Garnett L Johnson (09/16/2025 17:46:27 EDT)  
(Signature of Sponsor's Authorized Official)

By: Garnett L Johnson

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, James T Plunkett, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Georgia. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at September 17, 2025

By: James T Plunkett  
James T Plunkett (09/17/2025 14:47:22 EDT)  
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### 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, 37, and 40 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**

The Sponsor 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. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are 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.) (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. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 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**

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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.

### **1. 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.

### **2. 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.

### **3. 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.

### **4. 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 49 U.S.C. 47107(a)(16) and (x), 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.

##### **5. 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.

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.



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- 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

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- 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.

#### **18. 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.

**19. 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.

**20. 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.

**21. 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.

## **22. 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.

## **23. 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.

## 24. 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.

## 25. 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.

#### **26. 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.

#### **27. 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.

#### **28. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current 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;



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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.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
    1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
    2. complies with the portions of the plan approved by the Secretary.
  - d. When the airport owner or operator makes a change or alteration in the airport or the facilities 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 its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, 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.

## 29. 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 (42 U.S.C. 2000d to 2000d-4); creed and sex 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 (**City of Augusta**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (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, all businesses 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, 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, age, or

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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.

### 30. 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.

### **31. 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.

### **32. 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.

### **33. 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/sites/faa.gov/files/aip-pfc-checklist_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of June 26, 2025.

### **34. 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.

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- 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.

### **35. 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.

### **36. 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).

### **37. 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.

### **38. 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.

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- 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.

**39. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



# AGS-SOG-3-13-0011-061-2025-Grant Agreement

Final Audit Report

2025-09-17

Created:	2025-09-15
By:	Kevin Luey (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAwXsjU7JMKM9torB9vOV_mG5tUX3o-gVP

## "AGS-SOG-3-13-0011-061-2025-Grant Agreement" History

-  Document created by Kevin Luey (9-AWA-ARP-Soar-CoreGroup@faa.gov)  
2025-09-15 - 4:56:56 PM GMT- IP address: 155.178.180.12
-  Document emailed to peter.w.hughes@faa.gov for signature  
2025-09-15 - 6:53:50 PM GMT
-  Email viewed by peter.w.hughes@faa.gov  
2025-09-15 - 7:17:51 PM GMT- IP address: 155.178.180.12
-  Signer peter.w.hughes@faa.gov entered name at signing as Peter W. Hughes  
2025-09-15 - 7:22:41 PM GMT- IP address: 155.178.180.12
-  Document e-signed by Peter W. Hughes (peter.w.hughes@faa.gov)  
Signature Date: 2025-09-15 - 7:22:43 PM GMT - Time Source: server- IP address: 155.178.180.12
-  Document emailed to garnettjohnson@augustaga.gov for signature  
2025-09-15 - 7:22:46 PM GMT
-  Email viewed by garnettjohnson@augustaga.gov  
2025-09-16 - 9:45:05 PM GMT- IP address: 174.209.199.116
-  Signer garnettjohnson@augustaga.gov entered name at signing as Garnett L Johnson  
2025-09-16 - 9:46:25 PM GMT- IP address: 174.209.199.116
-  Document e-signed by Garnett L Johnson (garnettjohnson@augustaga.gov)  
Signature Date: 2025-09-16 - 9:46:27 PM GMT - Time Source: server- IP address: 174.209.199.116
-  Document emailed to jplunkett@phmglaw.com for signature  
2025-09-16 - 9:46:36 PM GMT





## Public Services Committee Meeting

October 14, 2025

Alcohol License

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<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Cecilia Woodruff, Planning Services Branch Manager
<b>Caption:</b>	<b>A.N. 25-41</b> – Existing Location, New Ownership: Consumption on Premises Liquor, Beer, Wine & Sunday Sales. Stephen P. Willy applicant for Affiniti Golf Partners LLC, located at 1500 Comfort Road, Augusta GA 30909. District 3, Super District 10
<b>Background:</b>	Existing Location, New Ownership (Previously Forest Hills Golf Club)
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant to pay a fee of \$5,610.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



Augusta-Richmond County  
Planning & Development Department  
Alcohol License Staff Report

**Case Number:** A.N. 25-41

**Application Type:** Consumption on Premises Liquor, Beer, Wine, and Sunday Sales – Existing Location, New Ownership.

**Business Name:** Affiniti Golf Partners LLC

**Hearing Date:** October 14, 2025

**Prepared By:** Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

**Applicant:** Stephen P. Willy

**Property Owner:** Board of Regents of the University

**Address of Property:** 1500 Comfort Road

**Tax Parcel #:** 042-2-009-00-0

**Commission Districts:** District 3,  
Super District 10



**ANALYSIS:**

Location Restrictions:

- **Zoning:** R-1 (Existing Location)
- **Distance Requirements:** The proposed location for retail package Beer & Wine meets the minimum distance to churches, schools, libraries, and public recreational areas.

**ADDITIONAL CONSIDERATIONS:**

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.



- **Location** - The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
- **Number of Licenses in a Trading Area** – The number of licenses already granted for a similar business in the trading area of place for which the license is sought.

**Dancing** – If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by them, the manner with which they controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.

- **Previous Revocation of License** – If the applicant is a person whose license issued under the police powers of any governing authority has been previously suspended, or revoked, or who has previously had an alcoholic beverages license suspended or revoked.
- **Payment of Taxes** - If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of Minors** – Any circumstances which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirements under Section 6-2-64(b) herein.
- **Prior Incidents** - Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation** – The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

**FINANCIAL IMPACT:** The applicant will pay a fee of \$5,610.00

#### **RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sherrif's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.

Alcohol License Application  
Licensing Division  
1803 Marvin Griffin Rd  
Augusta, GA 30904  
706-312-5038



Alcohol License Number (Office Use Only): LCB2025000579

**Alcohol Beverage Application**

For: Forest Hills Golf Club

Business Legal Name: Affiniti Golf Partners LLC

If registered with the Georgia Secretary of State, a copy of the current year registration is required. Out of state businesses must register as a foreign entity with the Georgia Secretary of State. If you are a sole proprietor, provide your legal name.

Physical Location: 1500 Comfort Rd. Augusta, GA 30909 (3109 Wrightsboro Rd)  
(Complete Street Address— City, State, Zip Code)

Business Location: Map & Parcel #: Parcel ID# 0422009000 Zoning: 002 Richmond County

Business Phone: (706) 733-0001 Home Phone: ( ) n/a

Applicant Name: Stephen P. Willy

Applicant's Address: [REDACTED]  
(Complete Street Address – City, State, Zip Code)

Applicant's Social Security: [REDACTED] Date of Birth: [REDACTED]

If Applicant is a transfer, list previous Applicant: n/a - new licensee but location has beer license

Location Manager(s): 1. Char Cormier, General Manager of Golf Club

2. _____

3. _____

Is Applicant an American Citizen or Alien lawfully admitted for permanent residency? ☒ Yes ☐ No

**Ownership Information**

Corporation (if applicable): Date Chartered: 11-6-2008

Mailing Address:

Name of Business: Affiniti Golf Partners, LLC EIN# 26-3671531

Attention: Nicole Brook, CFO

Address: 6716 Jamestown Drive

City/State/Zip: Alpharetta, GA 30005

Ownership Type: ☒ Corporation ☐ Partnership ☐ Individual

Corporate Name: Affiniti Golf Partners, LLC



List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Click or tap here to enter text. <u>Stephen P. Willy</u>	Click or tap here to enter text. <u>Co-Owner</u>	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text. <u>50%</u>
Click or tap here to enter text. <u>Whitney H. Crosse</u>	Click or tap here to enter text. <u>Co-Owner</u>	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text. <u>50%</u>
Click or tap here to enter text. <u>---</u>	Click or tap here to enter text. <u>n/a</u>	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text. <u>---</u>	Click or tap here to enter text. <u>n/a</u>	Click or tap here to enter text. [REDACTED]	Click or tap here to enter text.	Click or tap here to enter text.

What type of business will you operate in this location?

☒ Restaurant – Full   ☐ Restaurant – Limited   ☐ Hybrid   ☐ Lounge   ☐ Convenience Store  
☐ Package Store   ☒ Other: Golf Club

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	<u>X</u>	<u>X</u>	<u>X</u>		<u>X</u>
Wholesale					

Total License Fee: \$ _____ Prorated License Fee (After July 1 ONLY): \$ _____

Have you ever applied for an Alcohol Beverage License before: ☒ Yes   ☐ No

If so, give year of application and its disposition: Nodisposition, we have license in Acworth, GA; Villa Rica, GA; Douglasville, GA

Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages?

☒ Yes   ☐ No   If so, please initial: SW

Attach a passport-sized photograph (front view) take within two years. Write name on back of the dealer submitting the license application.

Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulation of Augusta – Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☐ Yes   ☒ No

If yes, give full details:

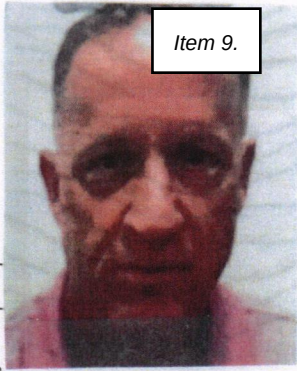
None

Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County, or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offense pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ☐ Yes   ☒ No

If yes, give reason charged or held, date and place where charged and its disposition.

None





List owner or owners of the building and property.

All Forest Hills Golf Club LLC - EIN 33-1708261  
Augusta University - EIN # 58-6002053

List the name and other required information for each person, firm or corporation having any interest in the business.

Only 2 Co-owners listed have interest.

If a new application, attach a surveyor's plat and state the straight-line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are being sold.

* Beer license already in place at location. This is a new licensee

A) Church: _____

C) School: _____

B) Library: _____

D) Public Recreation: _____

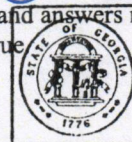
State of Georgia, Augusta-Richmond County, I, Stephen P. Willy, do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Stephen Willy  
 Applicant Signature

I hereby certify that Stephen P. Willy is personally known to be. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.

This 28th day of August, in the year 2025.

Kaylin Pratt



Forsyth County, Georgia  
 Notary Public  
 Kaylin Pratt  
 My Commission Expires 10/9/2027

Office Use Only

Department Recommendation	Approve	Deny	Comments
Alcohol Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text. <u>Woods</u>
Sheriff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text. <u>Erin Priddy</u>
Fire Inspector	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

The Board of Commissioners on the ____ day of _____, in the year _____, (Approved/Disapproved) the forgoing application.

_____  
 Administrator

_____  
 Date



## Public Services Committee Meeting

October 14, 2025

### Minutes

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<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the minutes of the September 30, 2025 Public Services Committee Meeting.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## **PUBLIC SERVICES COMMITTEE MINUTES**

Commission Chamber

Tuesday, September 30, 2025

1:00 PM

### **PRESENT:**

**Commissioner Catherine Rice, Chair**

**Commissioner T. Lewis, Member**

**Commissioner F. Scott, Member**

**Commissioner Slendak, Member**

**Mayor Garnett Johnson**

**Commissioner Don Clark**

**Commissioner Wayne Guilfoyle**

**Commissioner Tanya Turnley**

### **PUBLIC SERVICES**

1. Request a follow-up from the Parks and Recreation Department about the approved changes for Diamond Lakes and the status and a timeline for all projects. **(Requested by Interim Commissioner Tanya Barnhill-Turnley)**

**Receive as information without objection**

2. Update on Ordinance for Short-Term Rentals and Airbnb properties. **(Requested by Commissioner Tina Slendak deferred from the 9/9/25 meeting)**

**Deleted without objection**

3. Update on usage audit on Park and Recreation facilities and discuss how to consolidate parks and community centers in order to provide better service and consistent maintenance for these facilities; consider divesting of underused parks. **(Requested by Commissioner Brandon Garrett)**

**Receive as information and forward to the October 28, 2025 meeting.**

4. **Ms. Consuela Harmon** regarding building playgrounds in Augusta for "Special Needs Population".

**Receive as information without objection and advised Ms. Harmon to meet with the Recreation Director.**



5. A.N. 25-40 – Existing Location, New Ownership: Muhammad Razzaq requesting Retail Package Beer, and Wine located at 3671 Peach Orchard Road, Augusta GA 30906. District 6, Super District 10

**Motion to approve**

**Motion made by Lewis and seconded by Slendak**

**Voting Yes: Lewis, Slendak, Rice and Scott**

**Motion carried 4-0**

6. A request by Chao Tang for Massage Operator's License to be used in connection with H Relax LLC d./b/a H Massage located at 2045 Central Ave, Augusta GA 30904. District 1, Super District 9.

**Motion to approve**

**Motion made by Lewis and seconded by Slendak**

**Voting Yes: Lewis, Slendak, Rice and Scott**

**Motion carried 4-0**

7. Discuss results from underutilized Recreation & Parks parks/facilities.????

8. **Mr. Brian Green** regarding "Let's Splash Augusta"; in accordance with our potential to bring affordable and fun entertainment to our local community.

**Received as information without objection**

9. Augusta Regional Airport (AGS) – Motion to approve sole-source procurement of 3,305 gallons of Solberg 3% SFFF (F3) foam for ARFF vehicle transition.

**Motion to approve**

**Motion made by Lewis and seconded by Slendak**

**Voting Yes: Lewis, Slendak, Rice and Scott**

**Motion carried 4-0**

10. Augusta Regional Airport (AGS) – Motion to approve the sole-source contract for the purchase and installation of the Aircraft Rescue and Firefighting (ARFF) KOVA Emergency Alert Notification System (KEANS) - Crash Phone

**Motion to approve**

**Motion made by Lewis and seconded by Slendak**

**Voting Yes: Lewis, Slendak, Rice and Scott**

**Motion carried 4-0**

11. A.N. 25-39 – Existing Location, New Ownership: ShravanKumar Raul requesting Retail Package Beer, and Wine located at 2517 Milledgeville Road, Augusta GA 30904. District 2, Super District 9

**Motion to approve**

**Motion made by Lewis and seconded by Slendak**

**Voting Yes: Lewis, Slendak, Rice and Scott**

**Motion carried 4-0**

12. Report of Emergency Procurements executed under Section 1-10-57 of the Augusta, Georgia Procurement Code. The motion is to receive this item as information.

**Received as information without objection.**

13. Motion to **approve** the minutes September 9, 2025 Public Services Committee Meeting.

**Motion to approve**

**Motion made by Lewis and seconded by Scott**

**Voting Yes: Lewis, Slendak, Rice and Scott**

**Motion carried 4-0**

14. A motion to renew the Sec. 5311 Rural Transit grant application between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for July 1, 2026, to June 30, 2027.

**Motion to approve**

**Motion made by Lewis and seconded by Scott**

**Voting Yes: Lewis, Slendak, Rice and Scott**

**Motion carried 4-0**

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