COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, November 04, 2025
2:00 PM

INVOCATION

Reverend Tony Christie, Pastor, Hillcrest Baptist Church

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

DELEGATION(S)

A. **Ms. Lashawndra Robinson** regarding Storm Water Drain Bank Maintenance Proposal to be approved or denied.

B. **Mr. Pieter Friedrich** regarding pending risks to the free speech rights of Augusta residents.

C. **Ms. Lovetta Ford**, **Interim Director** Charlie Norwood VA Medical Center regarding programs and benefits the VA brings to the region. **(Requested by Commissioner Don Clark)**

D. **Mr. Moses Todd** suggestions for balancing the FY26 general fund budget.

CONSENT AGENDA

(Items 1-11)

PUBLIC SERVICES

1. Motion to **approve** a change order in the amount of $30,569 to the agreement with RD Brown for the construction of Henry Brigham Community Center. Funding is available in account 272-06-1312/54-13120 (22REC181). **(Approved by Public Services Committee October 28, 2025)**

2. Motion to **approve** the award of RFP 25-125 for Transit Operations and Maintenance Services to MV Transportation, Inc. for a period of three (3) years with the option to extend for two (2) additional one (1) year periods for a total agreement up to five (5) years. The initial contract period would begin January 1, 2026, and end December 31, 2028. Award is contingent upon receipt of signed and executed contract.**(Approved by Public Services Committee October 28, 2025)**

3. Motion to **approve** the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).**(Approved by Public Services Committee October 28, 2025)**

ADMINISTRATIVE SERVICES

4. Motion to **approve** the purchase of five Chevrolet Tahoe's, at a total cost of $276,373 from Hardy Chevrolet and total upfitting cost of $28,912 from West Warning Equipment Sales &

Service, LLC for the Fire department.**(Approved by Administrative Services Committee October 28, 2025)**

5. Motion to **approve** Memorandum of University between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Augusta-Richmond County. **(Approved by Administrative Services Committee October 28, 2025)**

ENGINEERING SERVICES

6. Motion to **approve** Approve Augusta Utilities Contracts For Water Meters. AUD received and reviewed proposals from 5 proposers in response to RFP 25-174. Bager Meter was identified as the best overall proposal for Categories 1 and 4, and Delta Municipal Supply Company as the best overall proposal for Categories 2, 3, and 5. Each contract is for a fixed price per item purchased. AUD will not be purchasing all of the required meters at once, but rather will be doing so over the 5 years of the contract. **(Approved by Engineering Services Committee October 28, 2025)**

7. Motion to **approve** establishing or updating new retention ponds and maintenance requirements based on ownership responsibility. **(Approved by Engineering Services Committee October 28, 2025)**

FINANCE

8. Motion to **amend** the audit scope for engagement of the Recreation and Parks Department to not look at utilities at 100% and to allow UHY (Mr. Reagan) to provide an analytical table on location and type of expenses. **(Approved by Finance Committee October 28, 2025)**

PUBLIC SAFETY

9. Motion to **approve** Change Order #2 with a not-to-exceed amount of $300,000 to Task Order #1 for Hurricane Helene Cost Recovery Services through Tetra Tech. RFP 24-917. **(Approved by Public Safety Committee October 28, 2025)**

PETITIONS AND COMMUNICATIONS

10. Motion to **approve** the minutes of the October 21, 2025 Commission meeting.

APPOINTMENT(S)

11. Motion to **approve** the appointment of Ms. Lafawn Pinkney to the Small Business Advisory Board representing District 1. **(Requested by Commissioner Jordan Johnson)**

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 12-25)

PLANNING

12. **SE-25-11– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by** Dorinda Anin-Amponsah requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 6 clients, affecting property containing approximately 0.31 acres located at 3602 Abbey Road. Zoned R-1A (One-Family Residential). Tax Map # 095-0-115-00-0. **(Deferred from the Commission Meeting held October 21, 2025)**

13. **SE-25-13– A request for concurrence with the Augusta Planning Commission to Deny a petition by** GURU NAAM, LLC, on behalf of Convenience Retailers, LLC, requesting a special exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store, affecting property containing approximately 1.25 acres located at 2220 Gordon Highway. Tax Map # 067-0-050-00-0. Zoned B-1 (Neighborhood Business). **(Deferred from the Commission Meeting held October 21, 2025)**

14. A request to **AMEND** Ordinance No.7980 that was approved July 22, 2025, by the Augusta Commission for Planning & Development zoning case Z-25-24. The request is to remove condition #8 from the recommendations. The Planning Commission and P&D staff are both in agreement with the removal of condition #8. **(Deferred from the Commission Meeting held October 21, 2025)**

ADMINISTRATIVE SERVICES

15. Motion to **approve** the purchase of one toro mower at a total cost of $103,221.91 from Jerry Pate Turf & Irrigation for the Recreation department. **(Disapproved by Administrative Services Committee October 14, 2025) (Deferred from the Commission October 21, 2025 meeting)**

16. Motion to **approve** bid #25-218 for the purchase of two 2026 Animal Transport Trucks at a total cost of $144,290 from Akins Ford for the Animal Services Department. **(No recommendation Administrative Services Committee October 14, 2025) (Deferred from the October 21, 2025)**

17. Task the Administrator to oversee all department Directors to evaluate each vendor contract for compliance, performance, and financial feasibility; develop a standardized evaluation metrics to guide and document the review process across departments. The metrics should provide clear criteria for assessing contract performance, compliance, and financial impact to the city. Findings from each department's review should be compiled into a consolidated report for presentation and recommendations to the Commission. **(Requested by Commissioner Stacy Pulliam)**

18. Task Administrator Office with presenting evaluation metrics to be used for annual evaluations for each department Director in the next 90 days. Metrics for Directors should include a report of staff evaluations performed by the Directors. **(Requested by Commissioner Stacy Pulliam)**

19. Have the Commission Vote on the recommended Charter Review Final Rendering as conveyed to our citizens and Charter Review Committee Members at the onset of this process. The Commission Vote should take place prior to the Charter Change recommendation being sent to our State Delegation. **(Requested by Commissioner Stacy Pulliam)**

20. Task the Administrator with developing a structured application and review process for nonprofit organizations requesting City funding.

Discuss the application process including:

1. Having NGO define, how their offering addresses a clearly defined measurable community need.

2. Metrics for determining long-term, positive community impact and sustainable results;

3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and

4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources.

Applications will be reviewed and scored by a committee. (Requested by Commissioner Stacy Pulliam)

ENGINEERING SERVICES

21. Motion to **approve** authorization of a grant agreement and funding acceptance under the Emerging Contaminants, Small and Disadvantaged Communities (ECSDC) Grant Program between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for the preliminary study and design services as it relates to evaluation of the presence of Per- and Polyfluoroalkyl Substances (PFAS) in the groundwater system of Augusta. Approval of this item will include the ability for electronic signature by Augusta. **(Requested by the Administrator)**

22. Motion to **approve t**hat the portion of Dogwood Terrace Apartments, consisting of approximately 722 feet of Bolt Drive as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served, and that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2; further, that this action is subject to Engineering recommendations, and the Mayor is authorized to execute any necessary documents to process this approval. **(No recommendation Engineering Services Committee October 14, 2025) (Deferred from the October 21, 2025 to allow Augusta Housing Authority and City's Engineering Department an opportunity to meet with the Neighborhood Association)**

PUBLIC SAFETY

23. Have RCCI report the total for the Inmate Mobile Units to construct the new RCCI Facility. **(Requested by Commissioner Stacy Pulliam)**

APPOINTMENT(S)

24. Consider the following for appointment to the Richmond County Opioid Settlement Advisory Board. **(Requested by Mayor Garnett Johnson)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

November 4, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Lashawndra Robinson** regarding Storm Water Drain Bank Maintenance Proposal to be approved or denied.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.
Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

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

✓	Commission	Date of Meeting ~~Oct 21, 2025~~ Nov. 4, 2025
_____	Public Safety Committee	Date of Meeting _____
_____	Public Services Committee	Date of Meeting _____
_____	Administrative Services Committee	Date of Meeting _____
_____	Engineering Services Committee	Date of Meeting _____
_____	Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Lashawndra Robinson
Address: 1650 Olive Road Augusta GA
Telephone Number: 706-832-8866
Fax Number: _____
E-Mail Address: backfarmstreet@gmail.com

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

Storm Water Drain Bank Maintenance Proposal to be approved or denied.

Please send this request form to the following address:

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

535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: lbonner@augustaga.gov
nmcfarley@augustaga.gov

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

Commission Meeting

November 4, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Pieter Friedrich** regarding pending risks to the free speech rights of Augusta residents.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Agenda Item Request Form

- **Commission Meetings are held on the first and third Tuesday of each month, beginning at 1:00 PM.**
- **Committee Meetings are held on the second and last Tuesday of each month, beginning at 2:00 PM.**

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- (●) Commission
- ( ) Public Safety Committee
- ( ) Public Services Committee
- ( ) Administrative Services Committee
- ( ) Engineering Services Committee
- ( ) Finance Committee

Meeting Date *

10/21/2025

Contact Information for Individual/Presenter Making the Request:

Name *

Pieter Friedrich

Address *

2110 Walton Way, Augusta, GA 30904

Telephone Number *

9169074341

Fax Number

Email Address *

pieterjfriedrich@gmail.com

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

Pending risks to the free speech rights of Augusta residents

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

Meeting location:
Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date

10/16/2025 10:32 AM

Commission Meeting

November 4, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Lovetta Ford**, **Interim Director** Charlie Norwood VA Medical Center regarding programs and benefits the VA brings to the region. **(Requested by Commissioner Don Clark)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Donald Clark
Sent: Thursday, October 30, 2025 8:59 AM
To: Lena Bonner; Natasha L. McFarley
Subject: Commission Agenda Additions

Ms Bonner

Please add the following to the agenda:

Under Delegation:
Mr. Lovetta Ford, Interim Director Charlie Norwood VA Medical Center, speaking about the programs and benefits the VA brings to the region.

Thank you

Commissioner Clark
Get Outlook for iOS

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AED:104.1

Commission Meeting

November 4, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Moses Todd** suggestions for balancing the FY26 general fund budget.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

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Public Services Committee Meeting

Meeting Date: October 14, 2025

Change Order Procurement – Henry H. Brigham Community Center 22REC181

Department: Augusta Recreation & Parks Department

Presenter: Tameka D. Williams, Director

Caption: Motion to approve a change order in the amount of $30,569 to the agreement with RD Brown for the construction of Henry Brigham Community Center. Funding is available in account 272-06-1312/54-13120 (22REC181).

Background: The Henry H. Brigham Community Center requires installation of new exhaust fans in the steam and sauna areas of the men's and women's restrooms. The scope includes procurement and installation of two Greenheck SP-A0511W exhaust fans and associated duct, core drilling CMU walls, tying the exhaust fans into the existing lighting circuit, modification of ACT ceilings, and final cleanup with paint touchups as needed.

Analysis: The department has reviewed this request with the Procurement Department and determined that R.D. Brown Contractors, Inc. (the original builder of the Henry Brigham Community Center) is the only vendor authorized to perform this work without voiding the existing building warranty. Utilizing another vendor would risk warranty protections and result in potential long-term costs. R.D. Brown also has unique familiarity with the facility's design, construction methods, and materials, ensuring compatibility and consistency in appearance.

Financial Impact: The total cost is $30,569. Funds are available in account 272-06-1312/54-13120. No additional General Fund appropriation is required.

Alternatives:

1. Competitive solicitation: Not recommended, as engaging another contractor would void the facility warranty and risk additional costs.
2. Defer action: Not recommended, as the exhaust fans are required for proper ventilation and facility operations.

Recommendation: Approve the Change Order Procurement with R.D. Brown Contractors, Inc. in the amount of $30,569 for the installation of exhaust fans and associated work at the Henry H. Brigham Community Center. Authorize the Mayor to execute all necessary documents.

Funds are available in the following accounts: 272-06-1312/54-13120

REVIEWED AND APPROVED BY: N/A

Augusta
GEORGIA
RECREATION & PARKS
2027 LUMPKIN ROAD
AUGUSTA, GA 30906

MEMORANDUM

$130,569

TO: Andy Penick, Director, Procurement Department 10/2/2025

FROM: Tameka D. Williams, Director, Recreation and Parks

DATE: September 24, 2025

RE: R.D. Brown Contractors, Inc. (Supplemental Agreement)

The R.D. Brown Contractors, Inc., who constructed the Henry Brigham Community Center is the only vendor capable of performing the required work without voiding the existing building warranty. Engaging with a different contractor would risk nullifying warranty protections provided to Augusta, resulting in additional long-term financial. Only the original contractor is authorized to conduct work without voiding the building warranty.

This supplemental agreement to (22REC181) provides not only with familiarity with the facility's design, construction methods and materials. This ensures that any repairs or modifications will be fully compatible with existing structure and maintain consistency in appearance.

Tameka D. Williams

Tameka D. Williams
Director

Tameka D. Williams, CPRP, CYSA
Director Recreation & Parks
Phone (706) 796 5025 Fax (706) 796 4099
Email: tdwilliams@augustaga.gov

222-Oct (3rd)- 5/13/25

R.D. Brown Contractors, Inc.
1377 W Martintown Road (29860)
Post Office Box 6535 (29861)
North Augusta, South Carolina
803.279.3176 Phone
803.279.3811 Facsimile

R [redacted]
R 460599

Henry Brigham Community Center Steam Exhaust 07/31/2025

To Whom It May Concern,

We are pleased to quote a price of **$30,569** to install exhaust fans in the steam and sauna area of both the men's and women's restrooms at The Henry Brigham Community Center.

Our scope will include:

- Procurement and installation of (2) Greenheck SP-A0511W exhaust fans and associate duct
- Core drill CMU walls to accept new duct system
- Tie exhaust fans into lighting circuit to operate off of the existing switch
- Modification and refit of ACT ceiling to accept new exhaust fans
- Final clean up and any paint touchups needed due to work

Our scope will not include:

- Modification of MEP
- Electrical work not covered in scope
- Paint touchup not caused by scope
- Anything not covered in this proposal

Let me know if you have any questions.

Sincerely,

Wade Thomas
Project Engineer
R.D. Brown Contractors Inc.

Proposal Accepted By:

Public Services Committee

October 28, 2025

Transit Operations and Maintenance Service RFP 25-125

Department:	Augusta Transit
Presenter:	Sharon Dottery
Caption:	A motion to approve the award of RFP 25-125 for Transit Operations and Maintenance Services to MV Transportation, Inc. for a period of three (3) years with the option to extend for two (2) additional one (1) year periods for a total agreement up to five (5) years. The initial contract period would begin January 1, 2026, and end December 31, 2028. Award is contingent upon receipt of signed and executed contract.
Background:	Augusta Transit prepared a RFP for the continuation of privation for Transit System Services. The proposals were opened June 16, 2025, with two (2) potential vendors. After review of the required submissions, the evaluation committee recommends the award to MV Transportation, Inc.
Analysis:	After reviewing the proposals and the requested negotiations, MV Transportation Inc. is recommended to operate Augusta Transit Services.
Financial Impact:	The recommendation is to award this item to MV Transportation, Inc. based on their cost proposal
Alternatives:	MV Transit provide the most responsible and responsive offeror whose proposal was determined in writing to be the most advantageous
Recommendation:	1. Award the contract to MV Transportation, Inc. 2. Deny the motion to approve the award.
Funds are available in the following accounts:	Operating funds 546 account.
REVIEWED AND APPROVED BY:	N/A

Request for Proposals

Request for Proposals will be received at this office until **Monday, June 2, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 852 8282 9032; Passcode: 25125** furnishing:

RFP Item #25-125 Transit Operations and Maintenance Services for Augusta, GA – Public Transit Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

A vehicle & facility inspection will be held on Monday, May 12, 2025 from 1:00 p.m. to 3:00 p.m. at Augusta Public Transit, 2844 Regency Blvd., Augusta, GA 30904. Please contact Oliver Page at (706) 821-4400 in advance. Pre-Proposal Conference will be held on Wednesday, May 14, 2025 @ 11:00 a.m. via ZOOM – Meeting ID: 847 6608 9340; Passcode: 25125.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, May 15, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No RFP may be withdrawn for a period of **90** days after bids have been opened, pending the execution of contract with the successful bidder(s). **A ten percent (10%) of the total Proposal price for twelve months of full operation of the fixed route, paratransit, Microtransit and maintenance services. A performance and payment bond in the amount of 100% equal to the annual contract sum will be required of the successful proposer for award and annual renewal.**

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	April 17, 24, 2025 and May 1, 8, 2025
Metro Courier	April 17, 2025

Revised:10/02/24

Augusta GEORGIA

RFP Opening Item #25-125 Transit Operations and Maintenance Services for Augusta,GA – Augusta Public Transit Department
RFP Due: Monday, June 16, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 11
Total Electronic Notifications (Demandstar): 203
Georgia Procurement Registry: 624
Pre-Proposal Conference Attendees: 56
Total packages submitted: 4
Total Non-compliant: 2

VENDORS	Attachment "B"	Addendum 1 & 2	E-Verify	Save Form	Bid Bond	Fee Proposal	Original	7 Copies	Compliance Goal
CAPUT LLC/April Hamilton 2036 Baker Road NW Atlanta, GA 30318	YES	NO/Non-Compliant	20006010	YES	NO/Non-Compliant	YES	YES	YES	No/Non-Compliant
MV Transportation, Inc./ MV Contract Transportation, Inc. 2711 N. Haskell Avenue, Suite 1500 LB-2 Dallas, TX 75204	YES	YES	19959	YES	YES	YES	YES	YES	YES
Atlantic Transit, Inc. 150 US Hwy 19 S Camilla, GA 31730	NO/Non-Compliant	YES	2603202	YES	YES	YES	YES	YES	No/Non-Compliant
RATP Dev USA, Inc. 300 Throckmorton Street,Suite 670 Fort Worth, TX 76102	YES	YES	166924	YES	YES	YES	YES	YES	YES

RFP Opening Item #25-125 Transit Operations and Maintenance Services
for Augusta,GA – Augusta Public Transit Department
RFP Due: Monday, June 16, 2025 @ 11:00 a.m. via ZOOM
Evaluation Date: Wednesday, July 9, 2025 2:00 p.m. via ZOOM

Vendors			MV Transportation, Inc./ MV Contract Transportation, Inc. 2711 N. Haskell Avenue, Suite 1500 LB-2 Dallas, TX 75204	RATP Dev USA, Inc. 300 Throckmorton Street,Suite 670 Fort Worth, TX 76102	CAPUT LLC/April Hamilton 2036 Baker Road NW Atlanta, GA 30318	Atlantic Transit, Inc. 150 US Hwy 19 S Camilla, GA 31730		MV Transportation, Inc./ MV Contract Transportation, Inc. 2711 N. Haskell Avenue, Suite 1500 LB-2 Dallas, TX 75204	RATP Dev USA, Inc. 300 Throckmorton Street,Suite 670 Fort Worth, TX 76102	CAPUT LLC/April Hamilton 2036 Baker Road NW Atlanta, GA 30318	Atlantic Transit, Inc. 150 US Hwy 19 S Camilla, GA 31730
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**								
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**					**Weighted Scores**			
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass /Fail	PASS	PASS	FAIL	FAIL		PASS	PASS	FAIL	FAIL
2. Qualifications & Experience	(0-5)	20	4.6	4.8				91.3	95.0	0.0	0.0
3. Organization & Approach	(0-5)	20	4.0	4.2				80.0	83.0	0.0	0.0
Scope of Services a. Capability and experience of supervisory personnel to be assigned to the project b. Capability and prior experience in transit systems, including the provision of flexible route deviation services, including services for disabled riders, in various sized communities c. Adequacy of managerial, and technical resources to successfully carry out the required services and meet required service standards d. Adequacy of Proposer's vehicle maintenance program e. Adequacy of Proposer's response to all other requirements, terms, and conditions of this Request for Proposals	(0-5)	25	4.1	4.6				102.1	114.2	0.0	0.0
5. Financial Stability	(0-5)	5	4.8	4.8				24.2	24.2	0.0	0.0
6. References	(0-5)	5	4.5	4.5				22.5	22.5	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			22.0	22.8	0.0	0.0		320.1	338.8	0.0	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
8. Presentation by Team	(0-5)	10	4.5	4.6				45.1	46.2	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5	4.7	4.5				23.4	22.4	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)											
Lowest Fees	5	10	5.0					50.0	0.0	0.0	0.0
Second	5	6		5.0				0.0	30.0	0.0	0.0
Third	5	4						0.0	0.0	0.0	0.0
Forth	5	2						0.0	0.0	0.0	0.0
Fifth	5	1						0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			14.2	14.1	0.0	0.0		118.5	98.6	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
Total Cumulative Score (Maximum point is 500)			36.2	36.9	0.0	0.0		438.6	437.5	0.0	0.0

Internal Use Only

Evaluator: Cumulative Date: Phase I - 7/9/25 Phase II 7/30/25

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: Phase I - 7/9/25 Phase II 7/30/28

Augusta GEORGIA

AUGUSTA TRANSIT

SHARON DOTTERY, TRANSIT DIRECTOR

NOTICE OF INTEN TO AWARD MEMORANDUM

TO: Andy Penick, Director Procurement

CC: Oliver Page, Ph.D., Deputy Director

FROM: Sharon Dottery, Transit Director SD

DATE: September 24, 2025

SUBJECT: Notice of Intent to Award RFP 25-125

The Transit Department has completed a review of the two (2) proposals submitted by RATP Dev. USA and MV Transportation, Inc., for RFP 25-125 for the Transit Operations and Maintenance Services of Augusta Transit.

The responsible and responsive offeror whose proposal was determined in writing to be the most advantageous is MV Transportation, Inc. The offeror identified here as submitting the most advantageous proposal is instructed not to proceed until a contract, or other form of notice is given by the contracting officer. A company or person who proceeds prior to receiving a contract, Contract Award, or other form of notice of award does so without a contract and at their own risk.

The Transit team greatly appreciates all your help and guidance.

Augusta Transit
2844 Regency Blvd - Augusta, GA 30904
(706) 821-1818 – Fax (706) 821-1752
www.augustaga.gov

AUGUSTA TRANSIT MANAGEMENT CONTRACT BETWEEN
AUGUSTA, GEORGIA AND
MV CONTRACT TRANSPORTATION, INC.

THIS AGREEMENT (the "Agreement") by and between Augusta, Georgia, as a political subdivision of the State of Georgia, with its principal place of business located at: 535 Greene Street, Augusta, Georgia (hereinafter "Augusta, Georgia"), and MV CONTRACT TRANSPORTATION, INC. (hereinafter "Contractor"), is effective January 1, 2026.

WITNESSETH

WHEREAS, Augusta, Georgia desires to obtain a qualified transit management company for the management and operation of its fixed route, paratransit, and rural transportation service; and

WHEREAS Augusta, Georgia and CONTRACTOR desire to enter into this Agreement for CONTRACTOR to provide transit services according to the terms and conditions set forth below;

This Agreement includes by reference the following Agreement Documents:

1. Request for Proposals (RFP)
2. All Addenda (if any)
3. Responsive Proposal
4. This Agreement
5. Agreement Amendments (if any)
6. Insurance Certificates
7. Bid Bond (10%)
8. Performance and Payment Bonds (100%)
9. Notice to Proceed
10. Change Orders (if any)
11. Project Acceptance
12. Fee Schedule

NOW THEREFORE, in consideration of the mutual covenants contained below, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, Augusta, Georgia and CONTRACTOR hereby agree as follows;

SECTION 1 - CONTRACT PROVISIONS DEFINITIONS

a) The term "Augusta" or the "City" means Augusta, Georgia, which acts through the Augusta Board of County Commission and Mayor.

b) The term "Augusta Board of County Commission" means the governing body of Augusta, Georgia.

c) The term "Services" means Transit System Service and Support (also "transit system") as described in RFP# 25-125 and workmanship and material furnished or used in performing the services.

d) The term "Proposer" means any firm or entity responding to this Request for Proposals.

e) The term "Proposal" means the qualifications, services, support, and prices offered by the Proposer.

f) The term "Successful Proposer" means the firm or entity to be selected to provide transit services to Augusta, Georgia.

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g) The term "Agreement" has the meaning set out in the introduction to the Recitals.

h) The term "CONTRACTOR" means the firm or entity awarded the Contract for providing transit system service and support to Augusta, Georgia.

i) Definition of “Fixed Route Bus Service” means a public transportation service that follows a regular, defined bus route and schedule.

j) Definition of “Paratransit” means transportation for people with disabilities who are unable to use the regular, fixed route transit services.

k) Definition of “Rural Transit” means on-demand public transportation service that serves the non- urbanized area of Augusta-Richmond County

l) Definition of “Microtransit” means an Information Technology (IT) enabled multi-passenger shared ride transportation service that serves passengers using dynamically generated routes and flexible scheduling.

SECTION 2 – OBLIGATIONS OF CONTRACTOR – CONTRACTOR agrees to undertake the following obligations.

a) CONTRACTOR will supervise, recruit, hire, promote and manage qualified personnel, including but not limited to vehicle operators, dispatchers, and office clerks, to provide Augusta, Georgia the services as agreed to in this Agreement.

b) CONTRACTOR will provide the administrative and direct transit services identified in the Scope of Services. The Scope of Services is set forth in Section 3, below.

c) CONTRACTOR will obtain the insurance required in Section 13. CONTRACTOR will not commence work under this Agreement until such insurance is in effect and certification thereof has been received by Augusta, Georgia.

d) CONTRACTOR will be responsible for daily inspection of vehicles for cleanliness and mechanical condition. CONTRACTOR will ensure that vehicles are clean and in a mechanically sound condition prior to operating the vehicle.

e) CONTRACTOR will purchase all vehicle insurance, vehicle maintenance and repairs, interior and exterior replacements, brakes, towing and all other items necessary to maintain vehicles (diesel, hybrid or electric) in a clean and mechanically sound condition. Maintenance shall be performed in accordance with all laws, rules and regulations associated with Augusta Transit funding and that incorporates the established Georgia Department of Transportation (GDOT) and Federal Transit Administration (FTA) procedures. Procurement and payment for preventative maintenance must be compliant with all applicable laws, rules and regulations. Augusta, Georgia shall be responsible for all costs associated with motor fuels. Augusta Georgia provides the charging equipment; however, the contractor is responsible for all utility costs including the Kilowatt hour of electricity for the BEB.

f) CONTRACTOR shall be required to update its maintenance procedures on an annual basis to ensure ongoing compliance with all applicable GDOT and FTA rules and regulations.

SECTION 3 – SCOPE OF SERVICES – Augusta, Georgia hereby engages CONTRACTOR and CONTRACTOR agrees to perform the services hereinafter described in connection with the management and operation of Augusta Transit, (hereinafter referred to as “AT”).

Subject only to the provisions and requirements of this Agreement, CONTRACTOR shall, upon receiving Augusta, Georgia's Notice to Proceed, do all things necessary to manage, operate, and

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maintain Augusta Transit, including but not limited to:

a) Provide executive and administrative management.

b) Undertake day-to-day operation of Augusta Transit vehicles.

c) Ensure all FTA guidelines and procedures are complied with.

d) Prepare the annual National Transit Database (NTD) report.

e) Employ and supervise all personnel, including supervisors, vehicle operators, dispatchers, customer service staff, mechanics and other maintenance personnel.

f) Coordinates a paratransit certification/re-certification, reservations and scheduling program.

g) Administer training and safety programs.

h) Undertake maintenance and repair of all vehicles and equipment.

i) Process warranty claims for Augusta Transit vehicles.

j) Operate a rural transit service.

k) Operate a Microtransit service

l) Assist in public relations and promotions including attending transit fairs, programs, special events, or any function as requested by AUGUSTA, GEORGIA held either during normal business hours or in the evening or on weekends.

m) Provide all reports requested by Augusta, Georgia.

n) Monitor, clean and maintain all bus shelters/stops and bus stop amenities.

o) Prepare analysis of financial and other matters.

p) Provide clerical, statistical, and bookkeeping services.

q) Issue all vehicle operators with uniforms and supply maintenance personnel with Personal Protective Equipment (PPE) as needed.

r) Provide equipment, parts and supplies required in the operation of Augusta Transit unless specifically identified to be contributed by Augusta, Georgia.

s) CONTRACTOR will ensure the safety of riders by all reasonable and customary means, including, but not limited to driver training, retraining and monitoring; drug and alcohol training; rider assistance training; maintaining order in and around vehicles; providing safety and emergency procedures; etc.

t) Undertake such other work as may be necessary in connection with the operation of Augusta Transit in accordance with this Agreement.

SECTION 4 – OPERATING POLICIES AND PROCEDURES – CONTRACTOR will operate the programs under the guidelines of operating policies: (i) attached hereto; and (ii) those operating procedures agreed upon by Augusta, Georgia and the CONTRACTOR that strive to meet the following goals;

- Maintain good rider and community relations.
- Maximize service efficiency while maintaining standards for safety and reliability.

SECTION 5 – PERSONNEL – CONTRACTOR will operate under this Agreement as an independent contractor/operator with full control and supervision of the services performed, and

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over employment, compensation, and discipline and discharge of all persons (other than Augusta, Georgia employees and/or cooperating agency employees) assisting in the direct delivery or services under this Agreement. The CONTRACTOR will be solely responsible for all matters relating to wages, hours of work, working conditions, and payment of employees including, but not limited to, compliance with Social Security, payroll taxes and withholdings, unemployment compensation, and Workers' Compensation. The CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, agents and subcontractors during the life of the Agreement.

The relationship between Augusta and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, and employees shall not be entitled to any Augusta employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. No officer or employee of Contractor shall be deemed an officer or employee of Augusta. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to services rendered under this Contract shall be those of the Contractor, not Augusta.

Key Personnel – In the interest of public welfare and safety, the Contractor's General Manager assigned to operate Augusta Transit is required to successfully complete background check including, but not limited to, personal reference check, criminal history, child abuse registry and credit history, and/or drug screening. Contractor's General Manager is considered to be essential to the work being performed under this Agreement. Prior to diverting this individual to other programs or taking them off the project for any reason, CONTRACTOR shall notify Augusta, Georgia in advance and submit justification and proposed substitution(s) in sufficient detail to permit an evaluation of the impact to the services. CONTRACTOR shall make no diversion without the written consent of Augusta, Georgia and under no circumstances shall there be a void in reference to this position. Augusta shall have the right, in its reasonable discretion, to approve or disapprove the proposed key staff member. The prohibition on the diversion of the General Manager and void in reference shall not apply to the extent attributable to death, voluntary resignation, or other reasons outside of CONTRACTOR's reasonable control.

Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

a) New Staff Training – CONTRACTOR shall, at its own expense, familiarize new personnel with all aspects of the operation prior to allowing drivers to drive unsupervised without a trainer.

b) Meetings - Augusta, Georgia plans to hold meetings, as needed, for the purpose of discussing service problems and proposed solutions and to maintain open and frequent communications. Unless otherwise notified, CONTRACTOR shall, at its own expense, a principal of CONTRACTOR, or other employee with decision-making authority, will be required to attend all meetings.

c) Office and Dispatch Staff – CONTRACTOR shall supply a sufficient number of employees to staff the office and to perform all necessary tasks associated with the service. CONTRACTOR will be responsible for providing sufficient staffing to properly meet Augusta, Georgia's expectations, including dispatching services. If, during the term of this

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Agreement, service hours are increased or decreased, CONTRACTOR shall be responsible for providing dispatch coverage for all such adjusted service hours.

d) Driver Qualifications – CONTRACTOR is responsible for ensuring all drivers must be properly licensed in the State of Georgia to provide this type of service. A written record from the Georgia Department of Drivers Services (DDS) will be obtained and reviewed by CONTRACTOR to ensure compliance with driving policy and must be submitted to Augusta, Georgia annually for each driver. Additionally, each of CONTRACTOR's employees who may operate vehicles must possess a valid and current Commercial Driver's License (CDL) with a Passenger Endorsement to the extent required by law. Any operator of Battery Electric Bus (BBE) must receive the required training to operate such vehicle.

e) Driver Minimum Criteria – CONTRACTOR will ensure that all drivers must also meet the following minimum criteria to participate in this program:

- New drivers shall be fully briefed about the transportation program, reporting forms, vehicle's operation (including operational differences between diesel and electric buses), and the geographic area in which they will operate their vehicles.
- Before passengers are carried, each driver shall be road-tested with each kind of vehicle he/she will drive.
- Drivers shall be trained to use any special equipment installed on their vehicles, such as wheelchair lifts, two-way radios, and/or mobile data computers, phones or tablets, fareboxes (including contactless and electronic fare devices) and infotainment systems.
- Within the first six (6) months of employment, drivers should successfully complete the National Safety Council (NSC) Defensive Driving Course or an approved equivalent. With an on-road refresher course at least every two (2) years and bus simulator training at least once every 12 months.
- Drivers shall be trained in passenger assistance techniques and sensitivity training that will enable them to understand the special population they are serving. With a refresher course at least every two (2) years.
- Drivers shall receive at least an annual briefing which covers changes in the transportation program reporting forms and vehicle operation, including the operation of special equipment, fare media advances and Battery Electric Buses.
- Drivers shall receive training in the use of a fire extinguisher.
- Drivers must clear a criminal history check, as required under Georgia law.

f) Driver Record Keeping – The CONTRACTOR will ensure that records are maintained for all drivers to verify that training has been received. The Augusta Transit Director or Deputy Director may assist CONTRACTOR with finding training opportunities, including those offered by GDOT through its Public Transit Division. All costs associated with employee training will be the responsibility of CONTRACTOR. CONTRACTOR is responsible for ensuring that each driver is properly acquainted with the requirements of these services and his/her responsibilities as a driver.

g) Driver Evaluation – The CONTRACTOR shall have a plan for evaluating each driver's ability to transport older adults and people with disabilities. Evaluation methods shall include at least the following:

- Annual observation of each driver's on-the-job performance (the supervisor should

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ride with the driver to observe his/her driving techniques).

- Annual review of each driver's responsibilities and performance results of the annual observation and review shall be documented.

h) Drug and Alcohol Testing Use Controls – The CONTRACTOR must establish a work environment where its employees are free from the effects of drugs and/or alcohol and must comply with all applicable provisions of the Federal regulations pertaining to drug and alcohol testing. The CONTRACTOR must have written Drug and Alcohol Policy consistent with the Federal requirements. Federal regulations require the CONTRACTOR to test for prohibited drug use and alcohol misuse. All employees shall report to work in an appropriate mental and physical condition to work safely and effectively. No employee shall report to work or engage in work while having the presence of alcohol, illegal drugs, or any disability or controlled substance in his or her system. A Breath Alcohol Concentration (BAC) level of 0.02 or greater, or a verified positive result on a drug test, will be considered evidence of the presence of alcohol or a prohibited drug in the system. Compliance with the Drug and Alcohol Policy will be a condition of employment. Any violation of the policy may subject the employee to discipline, up to and including suspension and/or discharge.

Federal Transit Administration (FTA) regulation 49 CFR Part 655, "Prevention of Alcohol Misuse in Transit Operations," prohibits a safety-sensitive employee from performing a safety-sensitive function with a Breath Alcohol Concentration level of 0.02 or greater. In addition, a safety-sensitive employee must not consume alcohol while performing a safety-sensitive function and must not consume alcohol four (4) hours prior to performing a safety-sensitive function and up to eight (8) hours following an accident or until the employee undergoes a post-accident drug and/or alcohol test, whichever occurs first. FTA regulation 49 CFR 653, "Prevention of Prohibited Drug Use in Transportation Operations," prohibits the use and ingestion of prohibited drugs at all times.

i) Vehicle Logs – Drivers will be required to maintain vehicle logs for each day of service. Logs may include rider names, scheduled and actual pick-up times, addresses, mileage, vehicle(s) utilized, no-shows, and other pertinent information.

j) Reporting of Accidents/Emergencies – Drivers shall immediately notify CONTRACTOR's dispatcher by radio in the event of any medical emergency or traffic accident that involves a vehicle used in the performance of this Agreement. CONTRACTOR's dispatcher shall promptly advise the appropriate authorities and AUGUSTA, GEORGIA's designee of the accident or emergency. CONTRACTOR's employees shall not be required to perform any medical or quasi-medical functions for riders.

SECTION 6 – VEHICLES – The CONTRACTOR shall work with AUGUSTA, GEORGIA to maintain a fleet the size of which can provide the volume of riders required to meet the demand for service, taking into consideration the need for back-up vehicles (or subcontracted services) to accommodate vehicle failure of other unforeseen circumstances. CONTRACTOR shall take full responsibility for the, operation, maintenance, and repair of all vehicles and assists Augusta, Georgia in planning for and scheduling replacements. Augusta provides all revenue and non-revenue vehicles.

a) Vehicle Inventory – Augusta, Georgia vehicles to be used for this service shall be equipped with operating two-way radios provided by Augusta, Georgia. Present inventory includes:

- SEE EXHIBIT 2

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b) Condition upon Initial Delivery to CONTRACTOR and Continued Maintenance Expectation – Prior to acceptance of any vehicle by CONTRACTOR, a detailed inspection will take place with representatives of the CONTRACTOR and AUGUSTA, GEORGIA agreeing upon damage and wear (the "Initial Inspection"). AUGUSTA, GEORGIA and CONTRACTOR agree that vehicles will be delivered to CONTRACTOR in good condition with each vehicle meeting or exceeding the following specifications and that such condition(s) shall be maintained by the CONTRACTOR. The CONTRACTOR shall notify Augusta, Georgia if at any time they see the vehicles are not in said condition immediately.

- Vehicle body and all attachments thereto will be free of major dents and scratches, rust and tar. All decals shall be properly applied.
- Vehicle tires shall be of proper load range for the vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from sidewall damage, shall have a minimum of 25% tread life remaining and shall be free from damage due to improper alignment or balancing.
- If originally supplied in vehicle, vehicles shall contain a spare tire and wheel meeting the standards of paragraph above. Spare tires for other vehicles shall be maintained according to the standards of paragraph above.
- All vehicle lights (and headsigns) shall be in working order.
- All vehicle doors and windows shall be in proper operating condition and properly sealed against entry of fumes or water.
- All components of the emission control and exhaust system (or equivalent systems for Battery Electric Buses) shall be free from leaks, rust and be in proper operating condition. Vehicles shall have current state emission certification (or equivalent for Battery Electric Buses), if so required.
- Vehicle engine (or equivalent systems for Battery Electric Buses) shall be in proper operating condition. Proper condition shall be maintained through scheduled preventive maintenance and timely repairs as needed.
- Vehicle transmission (or equivalent systems for Battery Electric Buses) shall be in proper operating condition, free from leaks, bad gears, or slippage.
- Vehicle electrical system (or equivalent systems for Battery Electric Buses including batteries) and shall be in proper operating condition. Alternators shall be supplying specified output and batteries shall fall within manufacturer's specifications for output and specific gravity. All vehicle wiring shall be free from fraying and shall be properly loomed and attached to the vehicle in such a way as to prevent fraying. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.
- All brake linings, drums and rotors shall meet manufacturer's specifications and shall have at least 25% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
- Vehicle radios, antennas and all other communication devices shall be in proper working order and mounted as to not constitute a safety hazard.
- The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tie downs, and other securement equipment shall be in good condition and not be frayed or worn so as to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and

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meet state requirements.

- Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
- All rider seats and all other interior surfaces shall be clean and, any stains, tears and graffiti shall be dealt with expediently. Seats shall be properly secured to the vehicle with the proper grade of securement device.
- Vehicles shall have a current preventive maintenance and inspection including oil and filter change, transmission service, etc., in accordance with the requirements set out herein or otherwise agreed upon between AUGUSTA, GEORGIA and the CONTRACTOR.
- Vehicles will have current required state inspection and registration certificates, if required.
- Vehicles will be kept clean at all times and shall be completely fueled. All other fluid levels shall meet manufacturer's requirements.
- Copies of all vehicle maintenance repair and inspection records shall be provided to Augusta, Georgia Transit Director on a monthly basis.
- All glass shall be free from chips and cracks.
- All other items not specifically listed herein shall be in serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and Federal government and all requirements contained in this Agreement.
- At a place and time mutually agreed to by Augusta, Georgia and CONTRACTOR, the parties shall jointly inspect the vehicles to be provided by Augusta, Georgia to CONTRACTOR. During such inspection, defects to vehicles shall be noted.
- After initial inspection, Augusta, Georgia shall ensure that all defects noted are repaired prior to CONTRACTOR starting service under the terms of this Agreement.
- Upon delivery of the vehicles to CONTRACTOR, Augusta, Georgia and CONTRACTOR will conduct a final inspection of the vehicles to ensure that items noted in the preliminary inspection were completed and that all vehicles are in compliance with this section.
- In the event the final inspection reveals defects in the vehicles as specified in this section, then Augusta, Georgia will, at their discretion and direction, have these items repaired.

c) Condition upon Final Re-Delivery to Augusta, Georgia – Except for normal wear and tear, vehicles will be returned to AUGUSTA, GEORGIA in the same condition as they were received by CONTRACTOR.

d) Safety Inspections - CONTRACTOR's employees shall perform daily safety inspections of vehicles prior to beginning each day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. Augusta, Georgia reserves the right to ensure that vehicles are being maintained properly and are in safe operating condition. Augusta, Georgia may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected.

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- Maintenance See Section 3.

e) Damage - It is CONTRACTOR's responsibility to have all physical damage to vehicles, regardless of cause, repaired in a high-quality manner, within five (5) days of occurrence, if at all possible. Major vehicle body damage, interior and exterior, within sixty (60) business days from the date of the occurrence. Any damage must be reported to the Augusta, Georgia Transit Director immediately.

f) Radios - Augusta, Georgia vehicles shall be furnished with two-way radios. CONTRACTOR shall maintain, repair, and, if necessary, replace the two-way radios.

g) Vehicle Usage - Vehicles provided to CONTRACTOR by Augusta, Georgia are to be used solely for the provision of this service. Personal usage and/or use for any other purpose is prohibited. Contractor must receive prior written approval from Augusta, Georgia before offering any "charter service."

h) Vehicle Markings - Augusta, Georgia and the CONTRACTOR shall agree to vehicle markings prior to Agreement award. Any required changes to existing vehicle paint schemes or markings shall be the responsibility of Augusta, Georgia.

i) Facilities – Augusta, Georgia shall provide all facilities necessary for the CONTRACTOR's performance of its obligations under this Agreement.

SECTION 7 - RECORD KEEPING AND REPORTING

a) Data Collection - CONTRACTOR will meet the data collection requirements in this subsection, noting that some data only pertains to Paratransit or Microtransit services while some data is pertinent to all services:

1. Number of persons served (unduplicated during any fiscal year)
2. Type of client served (unduplicated during any fiscal year)
3. Number of one-way rides (total program and by vehicle)
4. Type of ride by funding source
5. Number of miles driven (total program and by vehicle)
6. Dispatch record
7. Trip Logs
8. Ride refusal record
9. Ride purpose by ride and by funding source

b) Ride Purpose. In regard to ride purpose, CONTRACTOR shall keep records using the following categories, noting that some data only pertains to Fixed Route, Paratransit, Microtransit & Rural service while some data is pertinent to all services:

1. Work and school
2. Life sustaining medical (e.g., dialysis, cancer treatment)
3. Other medical (e.g., doctor, dentist, physical therapy)
4. Shopping
5. Social service support (e.g., food stamps, legal)

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6. Adult day health care
7. Recreation – personal
8. Recreation – therapy (e.g., swimming, special population activities)
9. Other (e.g., guest, attendants)

c) Compilation of Information. A compilation of the aforementioned program information shall be supplied to Augusta, Georgia on request. The CONTRACTOR will cooperate in supplying additional program information, as needed. Each month, the CONTRACTOR will provide Augusta, Georgia with program reports that accurately reflect the previous month's operation and ridership. The CONTRACTOR will use program monitoring tools to evaluate demand, expenses, and other factors that can be used in planning and forecasting future trends.

d) Reporting and Billing Requirements. The CONTRACTOR will be required to report program and fiscal information to Augusta, Georgia on a monthly basis with such reports due to Augusta, Georgia by the 15th of the month that follows the report period. These reports will require the following data:

1. Type of client served
   - Elderly
   - Developmentally Disabled (DD)
   - Physically Disabled
   - Escorts/attendants/guests
   - General Public
2. Ride refusals and wheelchair rides
3. Vehicle miles
4. Service (operating) and revenue hours and days
5. One-way rides by category of regular fare paying, attendants, guests, and those being paid for by contracts
6. Revenue and total hours
7. Late or missed trips
8. Productivity
9. Cost per hour and per passenger
10. Revenue per hour and per passenger
11. Subsidy per passenger
12. At a minimum, at mid-year and at fiscal year-end (June 30), the CONTRACTOR is required to submit a Line-Item Cost Report that shows actual revenues and expenditures directly corresponding to the line-item budget submitted and incorporated into the Agreement.

SECTION 8 – COMPENSATION AUGUSTA, GEORGIA agrees the following compensation is due CONTRACTOR for its provision of services under this Agreement.

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a) Payment - During the term of this Agreement, Augusta, Georgia shall compensate CONTRACTOR for services provided under this Agreement. CONTRACTOR shall, on a monthly basis, submit invoices to Augusta, Georgia. Actual costs recoverable under this section must be supported by invoices or other written records that reflect, in addition to expenses of personnel, services or other items authorized by this Agreement, the actual revenue service hours and/or miles performed during each month. To be eligible for reimbursement, invoices or other written records must be submitted to Augusta, Georgia within thirty days of CONTRACTOR's expenditure. Augusta, Georgia shall compensate CONTRACTOR only for providing services required under this Agreement. Unless there is a dispute regarding compensation owed to CONTRACTOR, Augusta, Georgia shall make payments within a reasonable time after receipt of invoices and all required monthly reports; provided, however, that all such payments shall be made within thirty (30) days following CONTRACTOR's submission of an invoice. The monthly payments shall be based on service performed in the preceding month deemed acceptable to Augusta, Georgia.

   If CONTRACTOR fails to perform its duties and obligations, Augusta, Georgia may withhold from payments to CONTRACTOR any costs or damages incurred, or which may be incurred, by Augusta, Georgia as a result of CONTRACTOR's failure to perform, or any penalties that could be assessed against CONTRACTOR pursuant to this Agreement. Prior to deducting any penalties that could be assessed, however, Augusta, Georgia will provide CONTRACTOR with at least fifteen (15) days prior written notice of Augusta, Georgia's intent to deduct such penalties thereby affording CONTRACTOR an opportunity during said fifteen (15) day period to provide information to Augusta, Georgia contrary to Augusta's findings.

   The terms of this section and the terms of the entire Contract are intended to supersede all provisions of the Georgia Prompt Pay Act, O.C.G.A. §§ 13-11-1 through 13-11-11, and revised or amended.

b) Payment for Fixed Route, Paratransit and Microtransit Services, and Rural Service - For Fixed Route and Rural Service, payment shall be made on the basis of vehicle revenue hours. Vehicle revenue hours are defined as the scheduled hours of service as set forth in the current Augusta Transit (hereinafter "AT") schedule, or any revisions thereto, plus or minus adjustments for schedule deviation, trippers, or other service level changes as specifically authorized by Augusta, Georgia under Section 3 – Scope of Work.

c) Payment for Paratransit Service - For Paratransit Service, payment shall be on a revenue-hour basis.

d) Payment for Microtransit Service - For Microtransit Service, payment shall be based on the number of vehicles deployed.

e) Exclusions - For the Fixed Route service, vehicle revenue hours shall specifically exclude deadhead hours, including, but not limited to, travel time to and from storage facilities, changing routes, downtime for road calls, road tests, fueling, vehicle inspections, driver training, driver lunches and breaks, and missed trips. The revenue hours operated shall be directly traceable by driver trip sheets and the Daily Operating Reports.

f) Payment for Fixed Costs – In addition to the variable costs set out above, Fixed Route Bus Service, Paratransit, Rural Transit, and recertification service shall Augusta, Georgia shall also pay those fixed costs set out in the Fee Schedule (collectively, the "Fixed Cost"). Fixed Costs shall also be invoiced on a monthly basis pursuant to Section 8(a).

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g) Financial Accountability. Augusta, Georgia will make payments under this section on a monthly basis for services delivered during the previous month. The CONTRACTOR will establish a methodology with Augusta, Georgia staff for the handling of fares. Augusta, Georgia will record these revenues and use these revenues to determine compensation due under this section. The CONTRACTOR shall maintain financial information necessary for the rendering of invoices for reimbursement and to fulfill auditing requirements. The CONTRATOR will utilize a Fully Allocated Cost Model to monitor costs by different program activities with separate budgets or costs for Fixed Route and associated services, Paratransit and associated services, Microtransit and associated services, and Rural services, and Call Center activities. The CONTRACTOR will provide accounting, cash management investment, purchasing, and Management Information System (MIS) services; assist in the preparation of GDOT reports, ADA reports, Disadvantaged Business Enterprise (DBE) participation reports; provide financial statements, and operating and statistical analysis; monitoring fixed assets inventory; and perform an annual inventory by July 31 for each just ended fiscal year.

h) Operating Revenues - All operating revenues collected by CONTRACTOR are the property of Augusta, Georgia. For the purposes of this Agreement, operating revenues shall include but not necessarily be limited to fare box receipts, Ticket Vending Machine (TVM) transactions, electronic fare payments, ticket and pass sales revenue. CONTRACTOR shall be responsible for handling fare box receipts, Ticket Vending Machine (TVM) transactions, electronic fare payments, and pass and ticket sales revenues in the manner discussed in Section 3 -Scope of Work, and as necessary for Augusta, Georgia to meet the requirements of the State of Georgia and Federal funding sources.

SECTION 9 - SERVICE PLANNING AND COORDINATION; MARKETING.

a) Service Planning and Coordination

1. The CONTRACTOR will participate in regularly scheduled meetings with Augusta, Georgia for the purpose of monitoring service performance and to discuss and resolve issues relating to the Agreement. The CONTRACTOR shall attend any monthly meetings and bi-weekly provider meetings at its own expense.
2. The CONTRACTOR will coordinate with Augusta, Georgia and other appropriate service providers in the community and assure that services provided do not constitute an unnecessary duplication of services.
3. The CONTRACTOR will coordinate with Augusta, Georgia to provide information to consumers and the public. The CONTRACTOR will participate in surveys and provide technical assistance to other transportation providers, when feasible, as an active participant working to improve the overall service delivery system within Richmond County and as a resource to other agencies.

b) Customer Information and Marketing

1. The CONTRACTOR shall provide service brochures and information to passengers and potential users of the system. Communication regarding the expectations of users and policies and practices regarding service delivery shall be consistent throughout the system. Augusta, Georgia will review and authorize information to be disseminated to consumers. The CONTRACTOR will communicate with Augusta, Georgia about the need for additional printed materials and alternate formats.

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2. The CONTRACTOR must receive and respond to rider requests for information, comments, complaints, and service requests. This includes monitoring and reporting the quantity and nature of the contacts as well as the response provided.

SECTION 10 - TERM OF AGREEMENT; TERMINATION

a) Term – This Agreement shall commence on January 1, 2026. The Agreement shall remain in effect until December 31, 2028. Thereafter, it will be renewed upon written notice of renewal by CONTRACTOR received by Augusta, Georgia accordance with subsection (b), below. Subject to the overall terms of this Agreement, the initial term of this Agreement shall be three (3) years and shall commence from the date of execution of the Agreement by Augusta, Georgia and continue unless earlier terminated in accordance with the terms of the Agreement. The total obligation of Augusta, Georgia for the base year and any subsequent years for which the Agreement may be renewed shall be as set forth in this Agreement. In addition to the above, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligations of Augusta, Georgia.

The parties have the option to renew the Agreement beyond the initial three (3) year term, as set forth below, if approval is given by the Augusta Board of County Commission and Augusta, Georgia and CONTRACTOR agree to the terms thereof.

Option Years
1. 1st renewal term - January 1, 2029 – December 31, 2029
2. 2nd renewal term - January 1, 2030 – December 31, 2030

b) Termination. Termination of this Agreement shall occur under any of the following circumstances:

1. On Expiration. This Agreement shall be terminated upon expiration of the term of this Agreement if not renewed by CONTRACTOR as provided in subsection (a).
2. On Declaration of Final Default. This Agreement may be terminated by Augusta, Georgia after Augusta has made a declaration of "final default" by the CONTRACTOR in accordance with subsection (b) of this section.
3. By Mutual Agreement. This Agreement may be terminated by the mutual written agreement of both parties at any time.
4. Termination or Suspension for Convenience - Augusta, Georgia may terminate or suspend in whole or part this Agreement at any time for its convenience and without cause upon ninety (90) calendar day's written notice to CONTRACTOR. Any notice to terminate or suspend this Agreement shall be given via U.S. Mail and Certified Mail, return receipt requested. The effective date of the termination shall be ninety (90) days from the date of receipt.

   Upon termination or suspension of this Agreement for convenience, the CONTRACTOR's compensation shall be calculated on the basis of service actually performed, expenses actually incurred prior to the effective termination date, and Contractor's close-out costs. If Augusta, Georgia suspends the Agreement, the CONTRACTOR shall immediately reduce its staff services and outstanding commitments, if any, in order to minimize costs.
5. Contractor Default - If the CONTRACTOR defaults by failing to substantially perform, in accordance with the terms of this Agreement, then Augusta may give written notice

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to the CONTRACTOR setting forth the nature of the default and requesting CONTRACTOR initiate cure within thirty (30) calendar days from the date of notice. At any time after receipt of such notice, CONTRACTOR fails to initiate cure and diligently continue such cure until complete, Augusta, Georgia may give written notice to CONTRACTOR of immediate termination after the conclusion of such 30-day period. If Augusta, Georgia terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a Superior Court of Richmond County, Georgia, or court of competent jurisdiction that CONTRACTOR was not in default, then in such event said termination shall be deemed a termination for convenience.

6. Augusta, Georgia Default - If Augusta, Georgia defaults by failing to substantially perform in accordance with the terms of this Agreement, then CONTRACTOR may give written notice to Augusta, Georgia setting forth the nature of the default and requesting cure within thirty (30) calendar days from the date of notice. At any time after receipt of such notice, Augusta, Georgia fails to cure and diligently continue such cure until complete, CONTRACTOR may give written notice to Augusta, Georgia of immediate termination after the conclusion of such 30-day period. CONTRACTOR would serve as a "Lame Duck" CONTRACTOR subject to Section 7 below.

7. "Lame Duck" Provisions – Augusta, Georgia shall obviously depend upon the CONTRACTOR to continue provision of all services required under this Agreement until a new CONTRACTOR or bidder takes over operations. Pursuant to paragraph six (6) above, CONTRACTOR would, for a period of the lesser of three (3) months or the remaining term of the Agreement, serve as a "lame duck" Contractor. Alternatively, should the CONTRACTOR fail to win the bid in a subsequent bid cycle, under these circumstances, CONTRACTOR would, for a period of the lesser of six (6) months or the remaining term of the Agreement, serve as a "lame duck" Contractor. To ensure continued performance fully consistent with the requirement of this Agreement throughout any such "lame duck" period, the following provisions shall apply:

   - Throughout such "lame duck" period, CONTRACTOR shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to a competing bidder;
   - CONTRACTOR shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting CONTRACTOR's service and operating costs to maximize profits during the final stages of this Agreement;
   - Augusta, Georgia recognizes that, if a competing organization is awarded the contract in a subsequent bid cycle, CONTRACTOR may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and Augusta, Georgia shall not unreasonably withhold its approval of the outgoing CONTRACTOR's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair CONTRACTOR's performance during the "lame duck" period, and so long as such transition activities are prior-approved by Augusta, Georgia; and
   - During the process of bid competition conducted by Augusta, Georgia, the CONTRACTOR shall permit its non-management personnel reasonable opportunity to discuss with competing organizations issues related to employment with such organizations in the event the CONTRACTOR is not the successful

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bidder. The CONTRACTOR may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the Contractor's current operations, and the CONTRACTOR may also prohibit its management-level personnel from communicating with representatives of competing organizations during the bid competition. However, once Augusta, Georgia has made its decision regarding a contract award, and in the event the CONTRACTOR is not the winner, the CONTRACTOR shall allow free discussion between any City based employee and the winning bidder, without restriction, and without adverse consequences to any City based employee.

8. Upon such termination, Augusta, Georgia shall pay CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR, the compensation due CONTRACTOR for services performed by CONTRACTOR, and accepted by Augusta, Georgia, pursuant to this Agreement as of the termination date. AUGUSTA, GEORGIA shall have no liability to CONTRACTOR for anticipated profits or compensation based upon services not yet performed by CONTRACTOR as of the termination date.

9. For Public Health, Safety or Lack of Funds - Augusta, Georgia may terminate this Agreement immediately for any breach of this Agreement by CONTRACTOR which, in the reasonable opinion of Augusta, Georgia, endangers or could endanger the public health, safety or welfare, or which jeopardizes, or could jeopardize, in the reasonable opinion of Augusta, Georgia, Augusta, Georgia's financial condition or Augusta, Georgia's ability to continue receiving appropriations. Notice of termination under this subsection shall be in writing and shall be effective upon delivery to CONTRACTOR.

c) Default.

1. Declaration of Conditional Default - At the option of Augusta, Georgia, Augusta, Georgia may declare a conditional default by giving written notice to CONTRACTOR if CONTRACTOR dissolves, ceases to exist or becomes inactive as a corporation for profit or non-profit in the State of Georgia.

2. Declaration of Final Default after Opportunity to Cure. After AUGUSTA, GEORGIA declares a conditional default for a reason specified in subsection (1), CONTRACTOR shall be given fifteen

(15) days to perform or comply with the Agreement provision giving rise to County's declaration of conditional default. If CONTRACTOR fails to perform or comply within fifteen (15) days, Augusta, Georgia may declare default by giving written notice to CONTRACTOR at any time after the expiration of fifteen (15) days. A decision by Augusta, Georgia not to declare a final default in one circumstance shall not bar Augusta, Georgia from declaring a final default in another circumstance.

SECTION 11 – SAFETY - Precautions shall be exercised at all times for the protection of persons and property. The CONTRACTOR shall conform to all Occupational Safety Health Administration (OSHA), state, and county regulations while performing under the terms and conditions of the Agreement. Any fines levied by the above-mentioned authorities because of inadequacies or incidents associated with these requirements shall be borne by the CONTRACTOR.

SECTION 12 - APPROVAL OF SUBCONTRACTORS REQUIRED - No agreement shall be made by the CONTRACTOR with any other party for furnishing any of the work or services herein contracted for, without the prior written approval of Augusta, Georgia.

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SECTION 13 - ADDITONAL AGREEMENT TERMS

a) Sensitive Information - The CONTRACTOR shall not publish or otherwise disclose, except to AUGUSTA, GEORGIA, any information or data obtained hereunder from private individuals, organizations, or public agencies, about any particular person or incident obtained in the course of providing the service to AUGUSTA, GEORGIA.

b) Examination of Records Pertaining to the Transit Department - The CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all net costs, labor costs, equipment costs, or any other costs of whatever nature for which reimbursement may be claimed under the provisions of the Agreement. These records are to be made available at any time for examination by AUGUSTA, GEORGIA representatives as may be required.

c) Licenses and Fees - The CONTRACTOR must be fully licensed by the State of Georgia, relative to the services required, in order to comply with the Agreement. All fees for licenses, permits, and inspections required for services shall be borne solely by the CONTRACTOR. The CONTRACTOR shall comply with all laws, regulations, and building code requirements as they apply to the services contemplated herein. Damages, penalties, or fines imposed on AUGUSTA, GEORGIA or the CONTRACTOR for failures in any areas as specified above that are attributable to the CONTRACTOR's breach of its obligations under this Agreement shall be the sole responsibility of the CONTRACTOR.

d) Confidentiality - Any and all information regarding any individual person served by Augusta Transit is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or AUGUSTA, GEORGIA.

Any and all reports, information, or data of whatever nature provided to, or prepared, generated or assembled by CONTRACTOR in connection with the performance of CONTRACTOR shall not be made available to any individual or organization outside of the Agreement without the prior written approval of AUGUSTA, GEORGIA, unless such is required by law or a court process. CONTRACTOR shall promptly notify Augusta, Georgia of any request for such information.

e) No Subcontracting of Agreement – CONTRACTOR shall not assign, award, or delegate any of its rights, duties or obligations under this Contract to a subcontractor without prior written approval of AUGUSTA, GEORGIA. AUGUSTA, GEORGIA's approval of any assignment, award or delegation shall not discharge CONTRACTOR of any obligation under this Agreement. CONTRACTOR shall be fully responsible for the acts and omissions of the subcontractor, and of persons either directly or indirectly employed by the subcontractor, as CONTRACTOR is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and AUGUSTA, GEORGIA.

f) Assignment/Transfers of Interest - There shall be no assignment/transfer of interest or delegation of CONTRACTOR’s rights, duties or responsibilities under this Agreement without the prior written approval of AUGUSTA, GEORGIA.

g) Funds Available and Authorized - AUGUSTA, GEORGIA certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within AUGUSTA, GEORGIA’s current appropriation or

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limitation. This Agreement is partially federally funded and is subject to federal regulations.

h) Taxes - AUGUSTA, GEORGIA is not subject to taxation; no Federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices.

i) Registration of Corporations - CONTRACTOR certifies it is in compliance with the State of Georgia statutory requirements governing registration of corporations and/or assumed business names.

j) Disadvantaged Business Enterprise (DBE) - It is the policy of the United States Department of Transportation (DOT) and AUGUSTA, GEORGIA that minority business enterprises as defined in 49 CFR 23 shall have an equal opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.

k) Lack of Funds - AUGUSTA, GEORGIA may cancel or reduce the amount of service to be rendered if such action is in AUGUSTA, GEORGIA's best interests or there be a lack of funding available for the service. In such instance, AUGUSTA, GEORGIA will provide ten days' advanced written notification to CONTRACTOR. All costs incurred by Contractor to the date of notification as well as Contractor's close-out costs will be paid by AUGUSTA, GEORGIA.

l) Publication, Reproduction and Use of Material - No custom material produced in whole or in part under the Agreement shall be subject to copyright or patent in the United States or in any country. AUGUSTA, GEORGIA and the FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Agreement.

m) Notice Requirement – Either Augusta, Georgia or CONTRACTOR may change its address of record for receipt of official notices by giving the other written notice of such change and any necessary mailing instructions. Any and all notices, writings, correspondence, or other communications required by this Agreement shall be directed to Augusta, Georgia and CONTRACTOR, respectively, as follows:

All notices and correspondences to Augusta, Georgia shall be addressed as follows:

Augusta, Georgia Procurement Department
Attn: Andy Penick, Procurement Director
535 Greene Street, Suite 605
Augusta, GA 30901

All notices and correspondences to Contractor shall be addressed as follows: MV Transportation, Inc., Attn: Legal Department

2711 N. Haskell Ave – Suite 1500, LB-2, Dallas, TX 75204

n) Indemnification - To the fullest extent permitted by law, CONTRACTOR shall defend, protect, indemnify and hold harmless Augusta, Georgia, the Augusta-Richmond County Commission, in both their official and individual capacities, City employees, consultants, agents, servants, successors, heirs, executors, and administrators, from and against any and all third party claims or future claims, actions, suites, causes of action, demands, obligations, liens, rights, damages, judgments, costs, loss of service, expenses, including but not limited to, actual fees and expenses of attorney's expert witnesses and consultants and compensation of any nature whatsoever by whomsoever brought or alleged, and regardless of the legal theories upon which premises including those actually or allegedly arising out of body injury to, or sickness of death, of any person or property damage or

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destruction including loss of use, which may be imposed upon, incurred by or asserted against the Augusta, Georgia or other related parties to the extent allegedly or actually arising out of or resulting from CONTRACTOR'S services, including without limitation any breach of Contract or negligent act or omission of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them or anyone to the extent such acts or omissions arise directly or indirectly out of the performance of the Contract and/or the operation of the transit system. This indemnity provision includes any action or claim resulting from the following:

1. Accidental injury, death, loss, or damage, to any person or property, or other economic loss or claimed liabilities to the extent caused by resulting from, connected with or arising out of the negligence, acts, or omissions of CONTRACTOR, its officers, directors, employees, agents or subcontractors.
2. Violation by CONTRACTOR of any statute, ordinance, administrative order, rule, regulation or order of any governmental body or any order or decree of any court or other tribunal applicable to the operation of the transit system contemplated herein including, but not limited to, all state and federal environmental, motor vehicles, Title VI of the Civil Rights Act, Title VII of the Civil Rights Act, Disadvantaged Business Enterprise (DBE), Americans with Disabilities Act, labor laws and regulations and other laws and regulations actions to the extent undertaken by CONTRACTOR in the Contract; and
3. Infringement, to the extent resulting out of any actions or omissions by CONTRACTOR of any patent, trademark, or intellectual property right, or violation of any state or Federal patent, trademark, or intellectual property law; provided, however, that CONTRACTOR'S indemnity shall not cover any claims or losses arising from or related the alleged infringement of any patent, trademark, copyright or similar property right regarding any logo, mark, insignia, advertising, or marketing materials provided to CONTRACTOR by Augusta, Georgia.

Augusta, Georgia shall give the CONTRACTOR timely notice of, and shall forward to it every demand, notice, summons or other process received with respect to any claim or legal proceedings within the purview hereof, but the failure of Augusta, Georgia to give such notice shall not affect such rights to indemnification.

o) Tax Exempt - Augusta, Georgia and its agencies are exempt under present law from state and local sales taxes in the State of Georgia. All transactions on the Contract shall be deemed to have been accomplished within the State of Georgia.

p) Emergencies - In the event of a declared civil disorder or natural catastrophe, Contractor shall direct the employees to operate as ordered by Federal, state, and/or Augusta, Georgia civil authorities. Compensation shall be based on actual hours of service performed.

q) Meetings - Upon request of Augusta, Georgia, CONTRACTOR shall, at its own expense, attend various meetings to provide information concerning the transit system. The General Manager, representing CONTRACTOR, shall attend at minimum, biweekly meetings with Augusta, Georgia at times and location to be determined.

r) Removal of Employees - Promptly upon the written demand of Augusta, Georgia for good cause, Contractor shall remove from activities associated with this Agreement any employee who Augusta, Georgia considers unsuitable for such work.

s) Proposal Procedures - The Proposal submitted in response to this Request for Proposals

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(RFP# 25- 125) is hereby incorporated into this Contract by reference. This Proposal, together with the requirements in the Request for Proposals shall constitute CONTRACTOR'S operating procedures, policies and practices, and, upon reasonable written request from Augusta, Georgia, CONTRACTOR shall amend such procedures, policies and practices in accordance therewith. CONTRACTOR shall request Augusta, Georgia's prior written approval for any change to these operating procedures, policies and practices.

t) Performance and Payment Bonds - Within ten (10) days of notice of award of this Contract, the Contractor shall furnish a 100% Performance and Payment bonds to Augusta, Georgia. These bonds shall be issued by an acceptable surety company to Augusta, Georgia who is registered and duly authorized to do business in the State of Georgia, is listed on the Department of Treasury listing of acceptable Sureties and Underwriting limitations, having a Best Rating of A: VII or better, and be accompanied by a Power of Attorney certifying that the person executing the bonds has the authority to do so. The amount of the bonds shall be 100% equal to the contract amount. The bonds must be renewed annually and remain in effect during the life of this Contract.

u) ERISA - CONTRACTOR shall comply with the provisions of the Employee Retirement Income Security Act (ERISA) of 1974, as amended with respect to each of its employee benefit plans. CONTRACTOR shall supply Augusta, Georgia with such information concerning the status of each of CONTRACTOR'S employee benefit plans, as Augusta, Georgia shall reasonably request.

v) License, permits, and Filing Fees - CONTRACTOR is solely responsible for obtaining any license or other authorization required by law to perform the services required in this Contract. The cost of all licenses and permits necessary to operate each bus and other equipment under all such applicable laws and regulations shall be the responsibility of CONTRACTOR. These permits and licenses shall include, but not be limited to, all necessary Georgia motor vehicle licenses and certificates, including the State of Georgia Public Service Commission Certificate of Public Conveyances and Necessity.

CONTRACTOR shall pay all filing fees and legal fees involved in submitting route, schedule, and rate changes to the Georgia Public Service Commission. CONTRACTOR shall pay all federal, state and local taxes imposed on CONTRACTOR by reason of the ownership or leasing of any vehicle, equipment, inventory or operation of the transit system.

w) Prohibited Uses - Unless expressly authorized in writing by Augusta, Georgia, CONTRACTOR shall not use any bus or other equipment which is part of Augusta, Georgia's transit system other than in connection with the services required to be performed under the Contract. CONTRACTOR shall not use any such bus or other equipment for any private charters or any purpose other than as may be specifically permitted by Augusta, Georgia and in Augusta, Georgia's sale discretion and under such terms as Augusta, Georgia elects.

x) Risk of Loss or Damage - CONTRACTOR shall be responsible for the vehicles, equipment and supplies used in the performance of the services called for under the Contract and shall be responsible for all loss or damage with respect to any such vehicles, equipment and supplies.

y) Insurance - CONTRACTOR shall procure and maintain, or cause others to procure and maintain, for the duration of the Contract insurance against claims for injuries to persons or damages to property, or theft which may arise from or in connection with the

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performance of the work hereunder by CONTRACTOR, its agents, representatives. employees, subcontractor or authorized City transit staff, including but not limited to the procuring of insurance against claims for injuries to persons or damages to property including claims that may arise at City owned or leased transfer centers, park and ride lots or bus stops, or theft of any and all transit vehicles and equipment either owned by Augusta, Georgia or leased by Augusta, Georgia or otherwise used by CONTRACTOR or Augusta, Georgia in connection with the operation of the transit system and the services described in the Contract. The cost of such insurance shall be identifiable as separate items and included in CONTRACTOR'S Price Proposal

1. Minimum Limits of Insurance

   CONTRACTOR shall maintain limits no less than:

   (a) General Liability including Garage Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Subject to Policy aggregate limit of $2,000,000.

   (b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury, personal injury and property damage including passenger liability.

   (c) Umbrella Liability: $15,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of limits required under one or two above.

   (d) Worker's' Compensation and Employer Liability: Workers Compensation limits as required by the Labor Code of the State of Georgia and Employers Liability limits of $1,000,000 per accident.

   (e) All Risk Fire and Extended Coverage for full replacement cost on all service or operating facilities including equipment and contents whether owned or leased by CONTRACTOR or Augusta, Georgia. Such coverage shall include coverage for extra expenses and loss of income coverage.

   (f) Automobile Physical Damage coverage, including Collision coverage and Comprehensive coverage, each equal to full replacement value of all vehicles, including the express buses, the local buses, and non-revenue vehicles operated by CONTRACTOR or City Transit employee. Deductible levels shall be determined by CONTRACTOR based upon CONTRACTOR'S ability to cover deductible payments in the events of a claim. CONTRACTOR shall be responsible for all damages falling below the deductible. No blanket or per location limit should apply to this coverage under $10,000,000. Notwithstanding anything to the contrary, CONTRACTOR shall have the right to elect to self-insure for the coverage set out in this section; provided, however, that such self-insured coverage meets the requirements set out in this section.

   (g) Fidelity Bonds insuring against theft, fraud or misappropriation of funds other misuses of money in such amounts as Augusta, Georgia shall request. Augusta, Georgia shall be named as an Additional Insured as their interest may appear. A Letter of Credit may be requested in lieu of or in addition to a Fidelity Bond to secure the Bond deductible depending upon its size. Notwithstanding anything to the contrary, CONTRACTOR shall have the right to provide Crime Insurance coverage to satisfy the requirements set out in this section.

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Employment Practice Liability: $1,000,000 each occurrence and aggregate.

2. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by Augusta, Georgia.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability, Automobile Liability, and Umbrella Liability Coverage

Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and volunteers are covered as additional insured as respects liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or vehicles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and volunteers.

CONTRACTOR'S insurance coverage shall be primary insurance as respects Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and Augusta, Georgia, the Augusta-Richmond County Commission, their officials, agents, employees, and volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Any failure to comply with reporting provisions off the policies shall affect coverage provided to Augusta, Georgia, the Augusta-Richmond County Commission, its officers, employees and volunteers.

CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, expect with respect to the limits of the insurer's liability.

(b) Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Augusta, Georgia, the Augusta-Richmond County Commission, its officers, officials, employees and volunteers for losses arising from work performed by CONTRACTOR for Augusta, Georgia.

(c) All Coverage

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to AUGUSTA, GEORGIA. Additionally, in the event that CONTRACTOR receives written notice of cancellation or reduction in coverage from any insurer with respect to any coverage required under this Agreement, it agrees to provide AUGUSTA, GEORGIA written notice of such cancellation as soon as reasonably practicable following such receipt the CONTRACTOR shall notify AUGUSTA, GEORGIA immediately upon receipt of any notifications of cancellations.

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(d) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A, VII or otherwise acceptable to Augusta, Georgia.

(e) Verification of Coverage

CONTRACTOR shall furnish Augusta, Georgia with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The policies, certificates and endorsements are to be in a form acceptable to Augusta, Georgia and are to be received and approved by Augusta, Georgia prior to commencement of any work or service performed under this Contract. CONTRACTOR is to commence no activity with regard to performance of the Contract until the required insurance has been obtained. Augusta, Georgia reserves the right to require complete, certified copies of all required insurance policies, at any time.

(f) Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(g) Rights Reserved

Augusta, Georgia reserves the right to reject any and all insurance Proposals, to waive any informality in Proposals and, unless otherwise specified by the Proposer, to accept any item in the Proposal. Augusta, Georgia, solely at its option, may purchase any or all of the insurance coverage required in these specifications directly to cover its own and CONTRACTOR'S interests, in lieu of CONTRACTOR providing such coverage. In such cases, Augusta, Georgia would delete applicable insurance coverage and cost(s) from its evaluation of Proposals.

(h) Claims Information and Loss Run

The CONTRACTOR shall make available to AUGUSTA, GEORGIA through its records of their insurer, information regarding a specific claim relating to this Agreement. Any loss run information available from the CONTRACTOR or its insurer arising from this Agreement will be made available to AUGUSTA, GEORGIA upon its request.

z) Labor Disputes - If CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, CONTRACTOR immediately shall give notice, including all relevant information, to Augusta, Georgia Transit Division Manager.

aa) Minimum Bus Availability - CONTRACTOR shall provide at least ninety percent (90%) of the fixed route fleet, ninety percent (90%) of the Microtransit fleet, and ninety percent (90%) of the paratransit fleet in operable condition for revenue service in peak periods unless otherwise directed by Augusta, Georgia.

bb) Examination and Retention of Records - CONTRACTOR shall maintain all books, records, documents, accounting ledgers, databases, and similar materials relating to work

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performed for Augusta, Georgia under this Contract on file for at least three (3) years following the date of final payment or settlement to CONTRACTOR by Augusta, Georgia. All records stored on a computer database must be of a format compatible with Augusta, Georgia's. Any duly authorized representative(s) of Augusta, Georgia shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to City of Augusta's representative(s) for such access and inspection. Further, any duly authorized representative(s) of City of Augusta shall be permitted to observe and inspect any and all of CONTRACTOR'S facility and activities during CONTRACTOR'S usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provision of this Contract. In such instances, City of Augusta representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall maintain, and Augusta, Georgia and its representatives shall have the right to examine, all books, records, documents, accounting procedures and practices and other evidence sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract. The materials described above as well as any relevant database and computer tapes or disks containing such information shall be made available at Augusta, Georgia office of CONTRACTOR at all reasonable times for inspection, audit, and reproduction during the term of the Contract, and for three years from the final date of settlement or payment under the Contract.

cc) Augusta, Georgia and CONTRACTOR (Supplied Property) - The title to capital items provided by Augusta, Georgia shall remain with Augusta, Georgia. CONTRACTOR shall be required to maintain such items utilizing manufacturers' recommended maintenance standards, at a minimum, or those standards expressly set out herein. Furthermore, CONTRACTOR shall maintain adequate property control records of all City furnished property in accordance with sound industry practice and as approved by Augusta, Georgia.

Augusta, Georgia shall have the option, upon the expiration or termination of the Contract, to purchase all or any part of non-revenue equipment not already purchased by Augusta, Georgia and used by CONTRACTOR in the performance of the work specified in the Contract at a price equal to that portion of the original cost of the equipment which has not yet been amortized as of the date the Contract expires or is terminated. Amortization shall be deemed to be made in accordance with generally accepted accounting principles.

dd) Turnover Procedures - Augusta, Georgia has established a Turnover Procedure for return of AT vehicles and equipment at the end of the Contract. This Turnover procedure shall be implemented toward the end of the current Contract term and prior to the commencement of the new Contract or as requested by Augusta, Georgia. At Augusta, Georgia's option, a Turnover Inspection may be implemented with or without a change in Contractors.

SECTION 15 - REGULATORY REQUIREMENTS - CONTRACTOR shall comply with all federal, state and local licensing and/or regulatory requirements (including permits – OSHA, DOT, Environmental Protection Agency (EPA)) for the provision of transit services provided under this Agreement. CONTRACTOR shall be bound by the terms and conditions of applicable federal regulations, as supplementary provisions of this Agreement, as are imposed on AUGUSTA,

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GEORGIA for the proper administration of this Agreement and under federal funding requirements. AUGUSTA, GEORGIA agrees to fully indemnify CONTRACTOR in the event that any FTA Section 13(c) claim is asserted based upon any actions taken by CONTRACTOR to enter into, fulfill, or terminate this Agreement; provided, however, CONTRACTOR shall be responsible for its own acts to the extent they are contrary to the terms of this Agreement.

SECTION 16 - AUGUSTA TRANSIT PERFORMANCE STANDARDS

OVERVIEW

The CONTRACTOR will perform all transit services required by the Contract according to the performance standards set forth in this section. As part of the CONTRACTOR'S proposal, the CONTRACTOR should outline the **specific actions** it intends to take to meet each of the standards provided herein.

The performance standards shall apply to the Fixed Route, Paratransit, Microtransit and Rural services.

Augusta, Georgia has developed these standards with which the CONTRACTOR is expected to comply to encourage the highest quality service from the CONTRACTOR and to ensure that the transit services, employee performance and vehicles meet City standards. Failure by the CONTRACTOR to meet these standards will result, at a minimum in Augusta, Georgia assessing an appropriate financial penalty (as set out in Section 9 of the RFP) or action for each incident of non-compliance, at a maximum in Augusta, Georgia terminating the CONTRACTOR'S services.

Continued performance by the CONTRACTOR at or above the parameters established in this section shall be taken into consideration for Contract extensions. Continued performance below the parameters established by Augusta, Georgia shall be considered grounds for Contract termination. Notwithstanding the foregoing or any provision of this Agreement or the RFP to the contrary, the parties acknowledge and agree that no liquidated damages or financial penalties will be assessed during the first 90 days of revenue service under this Agreement.

The following pages outline the specific tasks and timelines required for each of the performance standards, and the frequency at which incentives and penalties will be reviewed.

On a monthly, quarterly or annual basis, depending on the performance standard, Augusta, Georgia will review the performance of the CONTRACTOR. Disputes by the CONTRACTOR involving penalties must be received by Augusta, Georgia within five (5) business days from the review period. Augusta, Georgia staff shall meet with the CONTRACTOR within five (5) business days of receipt of the dispute to discuss the CONTRACTOR'S concerns. Final determination regarding the dispute shall be the decision of Augusta, Georgia.

OPERATING STANDARDS

A. Operating Ahead of Schedule (HOT) Standard

No bus shall depart a time point before its scheduled departure time.

B. On-Time Performance

The CONTRACTOR shall maintain on-time performance within zero (0) minutes early and five (5) minutes late of scheduled departure times on all routes. The CONTRACTOR will be considered on time if lateness is due to train delays, traffic delays, accidents not involving an AT bus, or wheelchair boarding provided the CONTRACTOR documents each and every delay by route number, bus number, time of day and reason for delay. If a bus operator is consistently late without cause, Augusta, Georgia will notify the CONTRACTOR and expect a thorough investigation and

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follow-up response from the CONTRACTOR within 48 hours from time of notification.

C. Missed Trip Standard - Fixed Route

The CONTRACTOR shall, at a minimum, complete 99.85% of all scheduled fixed route trips on a daily basis. In the event of an in-service breakdown, the bus operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to provide service on the route for the subsequently scheduled trips. Any bus that departs a scheduled time point fifteen (15) minutes late shall be considered a "missed trip."

In calculating the percentage of total trips completed, no missed trips shall be double-counted. Adequate performance shall be determined by Augusta, Georgia staff by dividing the total number of trips provided by the CONTRACTOR per month by the total number of missed trips.

D. Missed Trip Standard – Paratransit

The CONTRACTOR shall complete 100% of all scheduled paratransit trips within 30 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, the bus operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to provide service on the route.

E. Missed Trip Standard – Rural Transit

The CONTRACTOR shall complete 100% of all scheduled Rural transit trips within 30 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, the bus operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to provide service on the route.

F. Missed Trip Standard – Microtransit

The CONTRACTOR shall complete 100% of all scheduled Microtransit trips within 30 minutes of the scheduled pick-up time excluding cancellations and no-shows. In the event of an in-service breakdown, van operator's absence or other service-related problems, the CONTRACTOR shall dispatch another vehicle as soon as possible in order to maintain Microtransit service levels.

G. Vehicle Out of Fuel

If a bus runs out of fuel while in revenue service a penalty will be assessed.

H. Driver Appearance/Name Badges

All bus operators shall adhere to Augusta, Georgia's uniform/dress code at all times while operating a vehicle in revenue service. Exceptions to these standards may be granted upon mutual agreement between the CONTRACTOR and Augusta, Georgia for holidays, special promotions or other transit- related events. All bus and vehicle operators shall display their name badge on their uniforms at all times the bus or van is in revenue service.

I. Bus Stop Announcement Standards

1. Equipment Malfunction (Announcements)

In the event of a vehicle enunciator malfunction, the CONTRACTOR'S bus operators shall announce all pre-determined stops and transfer points over the vehicle's public address system as specified by Augusta, Georgia in compliance with the Americans with Disabilities Act.

2. ADA Equipment Malfunction Reporting

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Bus operators shall report all vehicle enunciator malfunctions, wheelchair lift or ramp malfunctions or any other ADA equipment malfunction to dispatch immediately and dispatch shall report the malfunction to shop immediately.

J. Vehicle Maintenance Standards

Proper maintenance directly affects operating costs. Augusta, Georgia's maintenance requirements do not refer solely to the task of performing normal preventive maintenance tasks on a specified schedule, but rather that the task is done well and that the operation of the bus and all equipment on board the bus is operable and reliable when in service. Vehicle maintenance standards are subject to change based on Federal guidelines. The CONTRACTOR is responsible for performing the following maintenance on a bus-by-bus basis (fixed route, paratransit buses, Microtransit vans and Rural transit vehicles).

a. Preventive Maintenance

The CONTRACTOR shall maintain stated intervals between inspections and between "LIKE" inspections. Should the CONTRACTOR'S PMI schedule consist of 3,000 mile (3K) inspection, 6K inspection, 9K inspection, 12K inspection, 15K inspection, 18K inspection, 21K inspection and a 24K inspection, the distance between one 6K and the next consecutive 6K inspection constitutes the distance between "LIKE" inspections.

Any PMI inspection completed more than ten percent (10%) past its PMI mileage interval is considered "Late". Any PMI inspection competed more than ten percent (10%) past its "LIKE" PMI mileage interval is considered "Late". Any PMI inspection completed more than fifteen percent (15%) past its PMI mileage interval is considered 'Missed". Any PMI inspection completed more than fifteen percent (15%) past its "LIKE" PMI mileage interval is considered "Missed."

Preventive Maintenance Inspections (PMI's) must be completed by the CONTRACTOR based upon the preventive maintenance schedule proposed by the CONTRACTOR or negotiated by the CONTRACTOR and Augusta, Georgia. Weekly PMI's shall include the inspection of all onboard devices to ensure full operation of these devices at all times.

b. Heating/Air Conditioning

The heating system must be fully operable from November 1 to March 1. The air conditioning system must be fully operable from March 1 to November 1. Under no circumstances shall an AT bus be put into revenue service without a fully functioning heating and/or air conditioning system.

The CONTRACTOR shall test the heating and air conditioning systems on all vehicles to ensure that they are functioning properly prior to revenue service. If the heating or air conditioning system on a vehicle does not function properly during the test procedure, the CONTRACTOR'S dispatch personnel shall be notified immediately, and the bus shall not be used in revenue service. All heating and air conditioning system failures shall be listed on the CONTRACTOR'S monthly fixed route or paratransit report.

c. Major Vehicle Body Damage Repair Standards - Interior and Exterior

The CONTRACTOR shall completely repair any major vehicle body damage, interior and exterior, within sixty (60) business days from the date of the occurrence.

d. Minor Vehicle Body Repair Standards – Interior and Exterior

The CONTRACTOR shall repair any minor vehicle body damage, interior and exterior within twenty-one business (21) days from the date of the occurrence. It is expected that the CONTRACTOR will replace equipment for similar equipment in design, function, aesthetic appearance, use and maintenance, that is, like-for-like replacement.

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e. Repairing or Replacing Seat Damage Standards

The CONTRACTOR shall repair or replace any seat that is damaged within seven (7) business days of the occurrence.

f. Repairing ADA Equipment Standards

The CONTRACTOR shall repair all ADA required equipment within forty-eight (48) hours of occurrence or in accordance with federal ADA guidelines or laws, whichever is more stringent. This equipment includes:

- Public Address (PA) system
- Destination signs
- Stop request signs
- Passenger signal tape or cords
- Wheelchair lift equipment
- Ramp equipment
- Wheelchair tie down and securement equipment
- Required ADA signage and decals
- Vehicle enunciators

g. Cleaning of Exterior and Interior of Vehicles Standards

1. Multiple times a day

All revenue service vehicles will be disinfected. At a minimum, vehicles will be disinfected prior to entering revenue service and on their return to the maintenance facility. In addition, revenue vehicles will be disinfected at a specified midpoint during revenue service. The Actual number of times during the day determined between AT and CONTRACTOR.

2. Daily

On a daily basis, the CONTRACTOR shall clean the interior of every vehicle to be used in service on the following day. Daily interior cleaning shall include, at a minimum, removing all interior trash, emptying the on-board trash receptacles, vacuuming all seat cushions, removing graffiti and gum, and mopping the floor. Weather permitting; the exterior of all vehicles shall be cleaned every day including a run through the bus wash and spot cleaning the bumpers and wheels. The back of all vehicles shall be hand washed prior to running them through the bus wash.

In addition, the CONTRACTOR shall post or remove interior public notices or advertisements within 24 hours of receiving notice to do so by Augusta, Georgia staff.

3. Bi-Weekly

Major interior cleaning (detailing) shall be provided for every vehicle in the fleet at least once every fourteen (14) calendar days. Major interior cleaning shall include (in addition to the daily tasks outlined above), an interior detailed cleaning of all windows, the driver's area, all side paneling, and the ceilings.

4. Quarterly

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Upholstery cleaning of all seats shall be done quarterly.

5. Interior Damage

Interior damage on all vehicles shall be reported to Augusta, Georgia staff on a weekly basis with an estimated timeline for repairs and a list of completed repairs.

REPORTING STANDARDS

- Monthly Maintenance Reporting Standard

The CONTRACTOR shall submit the monthly maintenance report to Augusta, Georgia by the 15th day of the following calendar month.

- Monthly Invoice Standards

All components of the monthly invoice must be submitted to Augusta, Georgia no later than 15 business days following the end of the previous calendar month.

- Drug and Alcohol Reporting Standards

The CONTRACTOR must submit the monthly Drug and Alcohol report accurately no later than 15 business days following the previous calendar month.

- Disadvantaged Business Enterprise (DBE) Program Standards

Augusta, Georgia must declare a DBE goal annually. The CONTRACTOR must make a good faith effort to meet the DBE goal throughout the duration of the Contract.

Failure of the CONTRACTOR to use the DBE firms (or a Certified DBE replacement) that were submitted with the Proposal shall constitute a breach of Contract. The monthly DBE report is to be submitted to Augusta, Georgia no later than 15 business days following the previous calendar month. For any month in which the goal is not met, good faith efforts must be submitted to Augusta, Georgia no later than 15 business days following the previous calendar month showing what ongoing opportunities to bid were given to DBE firms. All bidder contact information must be supplied with
the good faith efforts. The original written responses from DBE firms to ongoing bids must be provided monthly.

Minority and Women-Owned Business Enterprises: In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be

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found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

- Federal Requirements Standards

It is understood and agreed that the CONTRACTOR is obligated by and to Augusta, Georgia for specifications or documentation required to comply with any Federal Transit Administration (FTA), State of Georgia, or Augusta, Georgia requirements.

- Accident Reporting Standards

The CONTRACTOR shall report all passenger or vehicle accidents to Augusta, Georgia within thirty (30) minutes of the occurrence and follow up with a complete, correct, and detailed written accident report within three (3) days of the occurrence.

The police report shall be provided within seven (7) business days from the date of the accident. Failure by the CONTRACTOR to provide a Police Report within seven (7) business days of the occurrence will be an offence subject to a penalty determined by Augusta, Georgia.

- Major NTD Reportable Accident

The CONTRACTOR shall report all NTD Reportable Accidents, as defined by the National Transit Database within (30) minutes of the occurrence and follow up with a complete, correct, and detailed written accident report within three (3) days of the occurrence.

- NTD Reporting Standards

The CONTRACTOR is responsible for compiling information regarding the fixed route and paratransit operations including vehicle revenue hours, vehicle mileage, passenger trips and service failures for the preparation of the National Transit Database Report. This report is **CRITICAL** and must be received by Augusta, Georgia each year by April 1st. The CONTRACTOR must ensure that all deadlines and procedures established by the FTA regarding this report are followed and any follow-up responses are adhered to.

The CONTRACTOR'S operations staff must have a clear understanding of all aspects of the NTD Report including how to develop an FTA approved sampling methodology for collecting passenger data during mandatory sampling years. In addition, on a monthly basis, the CONTRACTOR shall provide the required NTD information on the appropriate NTD form along with all backup information. This information shall be supplied with the monthly invoice.

CUSTOMER SERVICE STANDARDS

Overview - Augusta, Georgia has exceptionally high customer service standards for all of its departments. AT customers have a right to expect courtesy, respect, honesty and professionalism from all AT representatives including Managers, Bus Operators, Dispatchers, Supervisors, Reservationists, Schedulers, and Customer Service Agents. Whether they come in contact with an AT representative by phone or in person, the AT representative is expected to listen to their

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request/question, ask for clarification if necessary, and provide complete, knowledgeable, accurate, precise information regarding their inquiry.

In the past, AT has experienced a high rate of operator courtesy complaints and unsafe driving complaints. Improving on this situation AT has defined complaint goals and penalty outcomes as follows:

- Courtesy Complaint - The total number of courtesy complaints received per quarter, filed through either the Customer Service Department or Augusta, Georgia, shall be less than 10% of the total number of complaints received per quarter.

- Unsafe Driving Complaint - Any employee who receives more than three (3) unsafe driving complaints in one quarter will be removed from all AT activities.

- Complaint Response Time - Customer complaints will be responded to within 24 hours from the time of receipt of the complaint, Monday through Friday. Complaints received on Friday shall be responded to on Monday.

- Complaints Filed Through Customer Service Department and Complaints Filed Through Augusta, Georgia

The total number of complaints filed through the Customer Service Department shall be no more than 180 per quarter.

FUEL EFFICIENCY STANDARDS

Augusta, Georgia has made a concerted effort to improve fuel economy and improve air quality and has taken specific steps to achieve this result.

1) Bus Idling Standard - The idling time for all Augusta Transit buses shall not exceed 15 minutes with the following exceptions:

- Extreme weather conditions.
- Idling in traffic.
- When maintenance is being performed.
- When there are passengers on board.

TICKET INVENTORY CONTROL STANDARDS

Procedures are established whereby upon the receipt of a request for tickets, a Ticket Request Form (TRF) MUST be completed and submitted to Augusta, Georgia. Forms must be submitted to Augusta, Georgia no less than once per week to ensure proper inventory management.

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SECTION 17 - FEDERAL TRANSIT AUTHORITY CLAUSES

This agreement incorporates by reference the following Federal Transit Administration required clauses with the same force and effect as set forth in full in the main text of the agreement. It is understood and agreed that the Contractor is obligated by and to Augusta, Georgia (hereinafter referred to as Augusta, Georgia) for any specifications or documentation required of Augusta, Georgia under these clauses.

Master Agreement FTA MA (28) dated February 9, 2021 - https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021

Circular 4220.1F, dated November 1, 2008, Rev. 4, March 18, 2013 - https://www.transit.dot.gov/regulations- and-guidance/fta-circulars/third-party-contracting-guidance

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F - https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual

Title 49 of the Code of Federal Regulations (CFR) – Transportation - https://www.ecfr.gov/current/title-49.

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1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**. Augusta, Georgia and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Augusta, Georgia, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves

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the right to impose the penalties of 18 U.S.C.
§ 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **ACCESS TO RECORDS AND REPORTS**.

a) Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract as reasonably may be required.

4. **CHANGES TO FEDERAL REQUIREMENTS**. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement FTA MA (28) dated February 9, 2021 between Augusta, Georgia and the FTA, as they may be promulgated or amended from time to time during the term of this contract. Contractor's failure to comply with this shall constitute a material breach of this contract. The Contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

a) **[RESERVED]**

5. **CIVIL RIGHTS LAWS AND REGULATIONS**. The following Federal Civil Rights laws and regulations apply to this contract.

I. Federal Equal Employment Opportunity (EEO) Requirements. These include but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

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b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

II. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

III. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42
U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29
C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

IV. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

6. **CIVIL RIGHTS AND EQUAL OPPORTUNITY.** Augusta, Georgia is an Equal Opportunity Employer. As such, Augusta, Georgia agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Augusta, Georgia agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

I. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

II. **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal

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Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

III. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

IV. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

V. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only to identify the affected parties.

7. **DISADVANTAGED BUSINESS ENTERPRISE**.

Contracts over $3,000 awarded on the basis of a bid or proposal offering to use DBEs.

It is the policy of Augusta, Georgia and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the Augusta, Georgia to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the

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requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Augusta, Georgia shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, Augusta, Georgia may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with Augusta, Georgia.

Contract Assurances. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. **Prompt Payment – 49 C.F.R. § 26.29(a).** The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment from Augusta, Georgia. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Augusta, Georgia. This clause applies to both DBE and non-DBE subcontracts.

II. Retainage: 26.29(b). Augusta, Georgia will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed by using one or more of the following methods:

(1) Declining to hold retainage from Contractors and prohibiting Contractors from holding retainage from subcontractors.

(2) Declining to hold retainage from Contractors and requiring a contract clause obligating Contractors to make prompt and full payment of any retainage kept by Contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

(3) Holding retainage from Contractors and providing for prompt and regular incremental acceptances of portions of the contract, pay retainage to Contractors based on these acceptances, and require a contract clause obligating the Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within thirty (30) days after Augusta, Georgia's payment to the Contractor.

(4) Requiring a contract clause that requires Contractors to include in their subcontracts language providing that Contractors and subcontractors will use

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appropriate alternative dispute resolution mechanisms to resolve payment disputes.

(5) Requiring a contract clause providing that the Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed.

Augusta, Georgia shall have the power and authority to enforce all of the provisions of this subsection and may implement suspension and debarment for non-compliance as provided in Chapter 10 of the AUGUSTA, GEORGIA CODE.

DBE Participation

For the purpose of this Contract, Augusta, Georgia will accept **only** DBE's who are:
(1) Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
(2) An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
(3) Certified by another agency approved by the AGENCY.

DBE Participation Goal

The DBE participation goal for this Contract is set at **5.64%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than **5.64%**. of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

DBE Submissions

Each Bidder/Offeror, as part of its submission, shall supply the following information:
(1) An original **DBE Letter of Intent** (**EXHIBIT 1**) from each DBE listed in the DBE Participation Schedule.
(2) A completed **DBE Utilization Statement** (**EXHIBIT 2**) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
(3) A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (**EXHIBIT 3**). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by Augusta, Georgia.

Good Faith Efforts (GFE)

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), Augusta, Georgia will consider the Bidder/Offeror's documented good faith efforts to meet the goal in

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determining responsiveness. The types of actions that Augusta, Georgia will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1) Documented communication with Augusta, Georgia's DBE Coordinator (questions of ITB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

2) Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;

3) The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;

4) Written notification to DBE's encouraging participation in the proposed Contract; and

5) Efforts made to identify specific portions of the work that might be performed by DBE's

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract via **DBE Evidence of Good Faith Checklist and Form (EXHIBIT 4)**:

(1) The names, addresses, and telephone numbers of DBE's that were contacted;
(2) A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
(3) Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration 26.53(d)

Within five (5) business days of being informed by Augusta, Georgia that it is not responsive because it has not documented sufficient good faith efforts, the Bidder/Offeror may request Administrative Reconsideration. Bidder/Offerors should make this request in writing to the following Reconsideration Official:

Administrator of Augusta, Georgia 535 Telfair Street, Room 910
Augusta, Georgia 30901
(706) 821-2400

The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the

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Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Reconsideration Official will send the bidder/offeror a written decision on the reconsideration, explaining the basis for the decision. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of the DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule without Augusta, Georgia's prior written consent. Augusta, Georgia may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the Augusta, Georgia in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

Augusta, Georgia shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to Augusta, Georgia that summarize the total DBE value for this Contract via use of the **DBE Monthly Utilization Report (EXHIBIT 5) and the DBE Final Utilization Report (EXHIBIT 6)**. These reports shall provide the following details:

(1) DBE utilization established for the Contract;

(2) Total value of expenditures with DBE firms for the quarter;

(3) The value of expenditures with each DBE firm for the quarter by race and gender;

(4) Total value of expenditures with DBE firms from inception of the Contract; and

(5) The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to Augusta, Georgia Compliance Department and Augusta Georgia Public Transit. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

(1) Augusta, Georgia to have access to necessary records to examine information as Augusta, Georgia deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and

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contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.

(2) The authorized representative(s) of Augusta, Georgia, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.

(3) All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.

Sanctions for Violations

If at any time Augusta, Georgia has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, Augusta, Georgia may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:
(1) Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

(2) Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

8. **INCORPORATION OF FTA TERMS**. This contract, agreement order shall be deemed to include and does hereby incorporate by reference all standard terms and conditions required by the U.S. DOT and FTA, regardless of whether expressly set forth in this attachment or in the contract and include, but are not limited to, all of the duties, obligations, terms and conditions applicable to the Project or contract as described in FTA Circular 4220.1F, dated November 1, 2008, Rev. 4, March 18, 2013, and the FTA's Master Agreement FTA MA (28) dated February 9, 2021, as each may be amended from time to time. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with any other provisions contained in the contract, agreement or purchase order. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirement which would cause the Augusta, Georgia to be in violation of its Agreement with FTA, or Augusta, Georgia to be in violation of any FTA terms and conditions applicable to this Project of any grant the Augusta, Georgia may have with FTA. The contractor agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

9. **ENERGY CONSERVATION.** The contractor agrees to comply with 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.

10. **Government-Wide Debarment and Suspension**. If this contract or purchase order has a value of $25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that neither the contractor or its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor agrees to comply with and assures compliance of each third-party contractor and sub-recipient at any tier, with 49 CFR 29, Subpart C, while its proposal, offer or bid is pending and throughout the period that any contract arising out of such offer, proposal or bid is in effect. The contractor further agrees to include a

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provision requiring such compliance in its subcontracts or any lower tier covered transaction it enters into.

11. **Breaches and Dispute Resolution**. FTA Circular 4220.1F imposes the requirements at 49 CFR part 18 upon all contracts in excess of $100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of this contract not address a particular subject or issue involving disputes, performance during
disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over $100,000.

12. **Lobbying**. Contractors who apply or bid for an award of $100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. **Clean Air**. The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The contractor agrees to report each violation to Augusta, Georgia and agrees that Augusta, Georgia will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The contractor further agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

14. **Clean Water**. If this purchase order or contract is valued at $100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to Augusta Georgia and agrees that Augusta Georgia will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by FTA.

15. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America

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requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

16. **Contract Work Hours and Safety Standards Act Requirements.** If this purchase order or contract involves a construction project in excess of $2,000 or a non-construction project to which the Act applies over $2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

Contract Work Hours and Safety Standards

A. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which her or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in such work week.

B. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the contractor and any subcontractor responsible therefore, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of $ 10.00 for each calendar day on which such individual was require or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

C. Withholding for Unpaid Wages and Liquidated Damages: DOT or Augusta, Georgia shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

D. Nonconstruction Grants: The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Augusta, Georgia shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the contractor or subcontractor will permit such representatives to

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interview employees during working hours on the job.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph A. through E. of this section and also a clause requiring the subcontractors to include these classes in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A. through E. of this section.

17. **Recycled Products.** The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

18. **ADA Access.** If this purchase order or contract pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with 42 U.S.C. Sections 12101 *et seq*.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities.

DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: http://www.access-board.gov/guidelines-and-standards

19. **Drug and Alcohol Testing**. Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655); produce any documentation necessary to establish its compliance with Part 40 and 655; and permit any authorized representative of the United States Department of Transportation or its operating administrations or the CITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as well as to review the testing process as required under Part 40 and Part 655. The Contractor agrees further to certify annually its compliance with part 655 by February 10 and to submit the Management Information System (MIS) reports by February 10 to the CITY Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. Contractor shall also submit, before 30 Days contract startup, for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program.

Drug-Free Workplace. Drug-free workplace to be maintained by Contractor; required contract provisions. All public bodies shall include in every contract over $10,000 the following provisions: During the performance of this contract, the Contractor agrees to (i) provide a drugfree workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for

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violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. **Transit Employee Protective Provisions**

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.G. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOE. to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsection (b).

b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S,C. § 5333(b), U.S. DOL guidelines at 29
C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

21. **Charter Service**

The Contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or

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4. Federal guidance, except as FTA determines otherwise in writing.

The Contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

22. **School Bus Operations**

The Contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

a. Bar the Contractor from receiving Federal assistance for public transportation; or
b. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

23. **Disputes, Breaches, Defaults, and Litigation**

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

24. **Prohibition on certain telecommunications and video surveillance services or equipment**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f),

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paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

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SECTION 18 – MISCELLANEOUS PROVISIONS

a) Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one in the same agreement.

b) Gender - All personal pronouns used in this Agreement shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

c) Benefits and Binding Effect - All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by AT, CONTRACTOR and their respective successors and assigns.

d) Entire Agreement - This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided.

e) Exhibits and Schedules - All of the Exhibits, Addenda, Responsive Proposal, Agreement, Agreement Amendments, Insurance Certificates, Performance and Payment Bond, Notice to Proceed, Change Orders, Project Acceptance, Fee Schedules, and RFP# 22-125 referred to in this Agreement are hereby incorporated by reference and shall be deemed to be a part of this Agreement for all purposes.

f) Severability of Provisions - Any provision of this Agreement which is found to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Agreement, or affecting the validity or enforceability of such provisions in any other jurisdiction.

g) Remedies - No single or partial exercise of any right, remedy, power or privilege hereunder shall in any way preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers or privileges provided by law.

h) Force Majeure - Any delay or failure of performance by either party shall not constitute a default or give rise to any claims for damages if and to the extent the failure is caused by any of the following:

- Acts of God, lightening, earthquake, fire, epidemic, pandemic, other health crises, landslide, drought, hurricane, tornado, explosion, failure of utilities, flood, and nuclear radiation.

- Condemnation or other taking by any government body.

- Strikes, work slowdowns, sick-outs, or other labor disputes.
-
- Negligent or criminal acts by third parties, to the extent that this Agreement does not make the non-performing Party responsible.
-
- Any order, judgment, action or determination of any federal or state court, administrative

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agency or government body.

i) Governing Laws and Venue of Actions – This Agreement shall be government and construed in accordance with the laws of the State of Georgia. In the event that a dispute arises with respect to this Agreement, the dispute shall be resolved in accordance with according to the following process:

1) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator in the State of Georgia. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service in Augusta, Georgia. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

2) If the dispute is not resolved in mediation, the Superior Court of Richmond County in the State of Georgia or, as applicable, the United States District Court for the Southern District of Georgia shall have exclusive jurisdiction to hear any claim between CONTRACTOR and Augusta, Georgia in connection with the Agreement or the operation of the Augusta Transit system, and CONTRACTOR submits to the jurisdiction and venue of such courts.

j) Compliance with Law - CONTRACTOR shall comply with all applicable Federal, State and Local laws and regulations relating directly or indirectly with providing transit services pursuant to this Contract. All buses and other equipment shall be maintained and operated at all times in compliance with all applicable rules. Regulations and codes governing the operation of vehicles or public conveyance of Augusta, Georgia and its municipalities and those of the State of Georgia and the United States.

Augusta, Georgia shall comply with all federal and state laws and regulations applicable to Augusta, Georgia and related directly or indirectly to providing transit services.

k) Waiver - No provisions of this Contract may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion. A waiver of any provision shall not affect or alter the remaining provisions of this Contract.

l) Strict Compliance - No failure of Augusta, Georgia to insist upon strict compliance by CONTRACTOR with any provision of this Contract shall operate to discharge, modify, change or affect any of the Contract obligations.

m) Survival - All provisions of this Contract which contain continuing obligations shall survive its expiration or termination.

n) Mutual Discussion - In case of any dispute, claim, question, or disagreement arising from or relating to the Proposal or arising out of this Contract or the breach thereof, the parties shall first attempt to a resolution through mutual discussion.

o) Attorney Fees - In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

LIMITED SHARING

p) Time is of the Essence - Time is of the essence in the performance of all work and services to be provided hereunder.

q) Captions - The captions are for convenience of reference only and shall not be construed as a part of this Agreement.

r) Order of Precedence - The order of precedence between the Agreement documents shall be (1) this Agreement, (2) the Responsive Proposal and (3) the Request for Proposal. Written modifications and amendments signed by both parties shall take precedence over the effected sections of the documents listed above. Whenever any conflict appears in any portion of this Agreement, it shall be resolved by application of this order of precedence.

s) E-Verify - All Contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with

O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the CONTRACTOR will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with

O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

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

LIMITED SHARING

u) Consequential Damages Waiver. EXCEPT FOR CLAIMS OF WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS; LOSS OF DATA; LOSS OR INTERRUPTION OF USE; COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES; OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

v) Limit of Liability. EXCEPT FOR: (i) CLAIMS OF WILLFUL MISCONDUCT OR FRAUD, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS DUE TO CONTRACTOR UNDER THIS AGREEMENT OVER THE ONE YEAR PERIOD IMMEDIATELY PROCEEDING THE CLAIM. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

DRAFT

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DEBARMENT AND SUSPENSION
49 CFR Part 29 Executive Order 12549 Applicability to Contracts >$25,000

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Augusta, Georgia. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Augusta, Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LIMITED SHARING

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by GDOT If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[**THIS SPACE INTENTIONALLY LEFT BLANK**]

DRAFT

LIMITED SHARING

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

AUGUSTA, GEORGIA

By:_____

(SEAL) Garnett L. Johnson, Mayor

Attest:

_____
Lena J. Bonner, Clerk of Commission

CONTRACTOR

(SEAL)

By:_____

Attest: Erin Niewinski -
Chief Financial Officer - MV Contract Transportation, Inc.

_____

DRAFT

LIMITED SHARING

September 26, 2025

Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901

Re: Written clarifications following September 9 negotiations meeting and BAFO position

Dear Ms. Williams,

Thank you for meeting with us and for outlining Augusta's priorities. Per your request, we are providing written responses to the clarification questions discussed in our negotiations meeting on September 9, 2025. These answers reflect what was discussed in the meeting. We have also noted the BAFO items that we will include in our final pricing submission.

We appreciate the opportunity to partner with Augusta, and we are aligned with the January 1 contract start, with transition activities beginning upon Commission approval and notice to proceed.

1) Microtransit program, is cost included in the price proposal?

Our price proposal includes assisting with the design, planning, consulting, and partnership work to stand up microtransit using Augusta's existing software. Per the discussion and Addendum 2, incremental operating costs that depend on activation, for example additional drivers and supervision, will be negotiated when Augusta decides to go live.

2) Electric bus program, is training provided in the cost proposal?

Yes, electric bus training will be provided. We outlined a hybrid approach: OEM training tied to the purchased vehicle models; MV's National Training Manager and Zero Emissions Team delivering high voltage, PPE, safety, lockout tagout, and de energization procedures for technicians and operating staff; supported online modules through partners like MCI and Proterra; and inclusion of managers, safety staff, and, as appropriate, Augusta participants. This supports Augusta's five electric buses already in service and provides ongoing training for our local team.

3) Contingency items, emergency services and 80 hours for government officials

We will partner with Augusta through your Emergency Operations Center process, place an MV manager or designee in the EOC during events, and follow defined hurricane and severe weather procedures, including vehicle staging and service scaling. In declared events, we mobilize first, then reconcile reasonable

reimbursement with you after the response stabilizes. Regarding charters, we will support the FTA permitted 80 hours for government officials and stay within the Charter Rule. We will coordinate these trips in advance so they are compliant and do not impact regular service. MV requests that any charters be billed at an hourly gate to gate rate. The 80 hours of Charter Cost to Government Officials for the City of Augusta, Commissioners, Mayor Administration, etc. Augusta Transit will not be charged for the city officials.

4) Accident reporting within 30 minutes versus 1 hour

We agree to notify Augusta within 30 minutes of any incident. Initial notice will be brief, for example location and type of event, followed by updates as facts are confirmed. We will implement QR code based notifications from dispatch to push immediate alerts to designated Augusta contacts and MV leadership for no additional costs.

5) Multilingual support for ridership

We will provide multilingual support through a live telephone translation service available to dispatch and front line staff.

6) Breakdown of cost by service, Fixed Route, ADA Paratransit, Rural

The breakdown of cost by service is attached.

7) Aging vehicles will not excuse vendor from meeting KPIs, RFP p. 19 of 181

Understood and agreed. We will not cite fleet age as a reason for missing performance standards. Our preventive maintenance routines, technician training, and daily oversight are designed to keep vehicles safe and reliable, new or old, and to meet Augusta's KPIs.

8) Key personnel, retention of existing Augusta managerial staff, RFP p. 35 of 181

We recognize the significance of retaining long-term managers who possess essential institutional knowledge. Upon receiving the names of these individuals, MV will promptly contact them to confirm their interest in joining our organization. We will proceed with our standard screening and background checks, which assess safety, teamwork, empathy, and other attributes integral to delivering exceptional customer service and ensuring our continued commitment to passengers. Following successful completion of all required background screenings, including drug and alcohol testing, MV will extend employment offers that reflect mutually agreed-upon compensation and benefits according to each individual's assigned role and responsibilities.

9) "Most advantageous to Augusta, Georgia," RFP p. 57 of 181

Our commitment is to be a collaborative partner focused on service reliability, safety, clear communication, and continuous improvement. You asked for less paper and more efficient processes. We will deploy digital tools that reduce paper, improve records, and free staff to focus on riders. We will be responsive, transparent, and accountable, and we will bring in senior support when needed.

10) Remuneration guidance, RFP p. 116 of 181, and MV proposed rates

We completed a local wage analysis and proposed competitive rates, with an initial increase and annual growth. Retention is more than pay. We will pair wages with career pathways, recognition, benefits, and recruiting tools that have materially reduced turnover across MV. If, during performance, wages alone prove to be the limiting factor for attraction or retention, we will raise the issue and address it, so service remains stable.

11) Continuous training and certification

Yes. We will provide ongoing in house and external training for operators and technicians, including high voltage safety, PPE, lockout tagout, OEM content, and tracked operator training. Certifications, for example ASE for maintenance and CDL development for operators, are part of our standard approach, and we will invite Augusta to participate in appropriate sessions.

12) References

You reported four references, including some beyond our provided list, and that the feedback on MV was very positive. Thank you.

13) Maintenance management software and Fleetwatch compatibility

You asked whether MV uses a system compatible with Fleetwatch. We routinely operate in environments with Fleetwatch and similar fueling and lubrication systems, and we can integrate with the platform Augusta is using.

14) BAFO request

MV Transportation carefully evaluated Augusta's requirements and submitted our most competitive pricing with our initial proposal. We believe the pricing offered is fair for the scope of services and ensures sustainability over the contract term. Importantly, our proposal also brings significant added value through MV's outstanding safety record, robust training and certification programs, technology tools, and proven employee retention initiatives including AI technology that directly support reliable, high quality service for Augusta and its riders.

Sincerely,



Vice President of Business Development
MV Transportation, Inc.
Email: tina.lainhart@mvtransit.com
Phone: (386) 317-1517

EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services
COST PROPOSAL

DESCRIPTION	FIXED COST YEAR 1	COST PER REVENUE HOUR
Fixed Route	$ 2,427,184	$ 51.21
Paratransit	$ 703,736	$ 46.57
Rural Transit	$ 517,139	$ 50.98
Total	$ 3,648,059	$ 3,129,986

DESCRIPTION	FIXED COST YEAR 1	YEAR 1 COST PER CLIENT
Recertification	$ 6,098	$ 24.39

Company Name: MV Transportation, Inc.

Authorized Signature: Dorothea DePrisco

Print Name: Dorothea DePrisco, Assistant Corporate Secretary

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

City/State/Zip Code: Dallas TX 75204

Telephone: (386) 317-1617 **Fax:** (707) 446-4177

Email: tina.lainhart@mvtransit.com

EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services
COST PROPOSAL

DESCRIPTION	FIXED COST YEAR 2	COST PER REVENUE HOUR
Fixed Route	$ 2,117,598	$ 53.94
Paratransit	$ 627,790	$ 49.15
Rural Transit	$ 462,091	$ 53.80
Total	$ 3,207,479	$ 3,299,193

DESCRIPTION	FIXED COST YEAR 2	YEAR 2 COST PER CLIENT
Recertification	$ 6,243	$ 24.97

Company Name: MV Transportation, Inc.

Authorized Signature: Dorothea DePrisco

Print Name: Dorothea DePrisco, Assistant Corporate Secretary

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

City/State/Zip Code: Dallas TX 75204

Telephone: (386) 317-1617 **Fax:** (707) 446-4177

Email: tina.lainhart@mvtransit.com

EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services
COST PROPOSAL

DESCRIPTION	FIXED COST YEAR 3	COST PER REVENUE HOUR
Fixed Route	$ 2,167,688	$ 55.95
Paratransit	$ 643,868	$ 50.97
Rural Transit	$ 473,992	$ 55.78
Total	$ 3,285,548	$ 3,421,792

DESCRIPTION	FIXED COST YEAR 3	YEAR 3 COST PER CLIENT
Recertification	$ 6,413	$ 25.65

Company Name: MV Transportation, Inc.

Authorized Signature: Dorothea DePrisco

Print Name: Dorothea DePrisco, Assistant Corporate Secretary

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

City/State/Zip Code: Dallas TX 75204

Telephone: (386) 317-1617 **Fax:** (707) 446-4177

Email: tina.lainhart@mvtransit.com

EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services
COST PROPOSAL

DESCRIPTION	FIXED COST YEAR 4	COST PER REVENUE HOUR
Fixed Route	$ 2,211,470	$ 58.39
Paratransit	$ 658,998	$ 53.17
Rural Transit	$ 485,244	$ 58.18
Total	$ 3,355,713	$ 3,570,304

DESCRIPTION	FIXED COST YEAR 4	YEAR 4 COST PER CLIENT
Recertification	$ 6,588	$ 26.35

Company Name: MV Transportation, Inc.

Authorized Signature: Dorothea DePrisco

Print Name: Dorothea DePrisco, Assistant Corporate Secretary

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

City/State/Zip Code: Dallas TX 75204

Telephone: (386) 317-1617 **Fax:** (707) 446-4177

Email: tina.lainhart@mvtransit.com

EXHIBIT 5

RFP 25-125 Transit Operations and Maintenance Services
COST PROPOSAL

DESCRIPTION	FIXED COST YEAR 5	COST PER REVENUE HOUR
Fixed Route	$ 2,275,759	$ 60.58
Paratransit	$ 678,969	$ 55.15
Rural Transit	$ 499,993	$ 60.34
Total	$ 3,454,720	$ 3,703,982

DESCRIPTION	FIXED COST YEAR 5	YEAR 5 COST PER CLIENT
Recertification	$ 6,768	$ 27.07

Company Name: MV Transportation, Inc.

Authorized Signature: Dorothea DePrisco

Print Name: Dorothea DePrisco, Assistant Corporate Secretary

Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

City/State/Zip Code: Dallas TX 75204

Telephone: (386) 317-1617 **Fax:** (707) 446-4177

Email: tina.lainhart@mvtransit.com

Cost Allocation Breakdown					
Fixed Cost Component	**Year 1**	**Year 2**	**Year 3**	**Option Year 4**	**Option Year 5**
Staff Wages/Salaries, Fringes and Indirect	$ 1,285,536.36	$ 1,317,388.09	$ 1,353,033.69	$ 1,389,732.11	$ 1,427,518.00
Maintenance Wages/Salaries, Fringes and Indirect	$ 924,554.04	$ 953,942.40	$ 987,927.53	$ 1,023,333.07	$ 1,060,228.53
Expenses	$ 382,663.75	$ 422,285.56	$ 420,959.48	$ 434,682.12	$ 449,973.20
Start-Up	$ 434,096.00	$ -	$ -	$ -	$ -
Non Vehicle Depreciation	$ 77,956.75	$ 77,956.75	$ 77,956.75	$ 34,921.75	$ 28,059.00
Interest	$ 92,425.77	$ 67,750.77	$ 62,667.99	$ 59,112.11	$ 57,862.08
Overhead	$ 204,974.28	$ 144,898.39	$ 148,426.81	$ 151,600.00	$ 156,071.57
Management Fee	$ 258,047.99	$ 235,742.22	$ 247,401.39	$ 275,507.63	$ 288,544.83
Total Fixed Expenses	**$ 3,660,254.93**	**$ 3,219,964.18**	**$ 3,298,373.65**	**$ 3,368,888.78**	**$ 3,468,257.20**
Fixed Cost per Month	**$ 305,021.24**	**$ 268,330.35**	**$ 274,864.47**	**$ 280,740.73**	**$ 289,021.43**
Cost Allocation Breakdown					
Variable Cost Component	**Year 1**	**Year 2**	**Year 3**	**Option Year 4**	**Option Year 5**
Operator Wages, Fringes and Indirect	$ 1,852,185.13	$ 1,949,055.10	$ 2,013,135.90	$ 2,079,852.69	$ 2,149,757.46
Parts and Materials	$ 445,122.32	$ 462,262.32	$ 480,105.84	$ 498,683.44	$ 518,027.10
Operator Expenses	$ 95,142.78	$ 148,966.70	$ 153,562.15	$ 158,430.77	$ 163,455.92
Insurance	$ 341,592.42	$ 348,902.51	$ 364,348.43	$ 380,694.17	$ 397,906.26
Overhead	$ 175,279.21	$ 148,463.69	$ 153,980.62	$ 160,663.69	$ 166,679.19
Management Fee	$ 220,664.01	$ 241,542.78	$ 256,658.61	$ 291,979.37	$ 308,156.17
Total Variable Expenses	$ 3,129,985.87	$ 3,299,193.10	$ 3,421,791.55	$ 3,570,304.12	$ 3,703,982.11
Total Annual Revenue Hours	**62,158**	**62,158**	**62,158**	**62,158**	**62,158**
Variable Cost per Revenue Hour	**$ 50.36**	**$ 53.08**	**$ 55.05**	**$ 57.44**	**$ 59.59**
Total Fixed and Variable Expenses	$ 6,790,240.80	$ 6,519,157.27	$ 6,720,165.21	$ 6,939,192.91	$ 7,172,239.31

CONFIDENTIAL

BIDDERS LIST

BID (✓) RFP ( ) RFQ ( ) ITEM # 25-125 Transit Operations and Maintenance Services

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
5/15/25	RTW Management George Coates	1495 E 3300 S Salt Lake City, UT 84106	1	JM
5/15/25	WC Pihl Attn: Business Development Transdev	720 E. Butterfield Rd Suite 300 Lombard, IL 50148	1	JM
5/15/25	MV Transportation Maddy Malone	750 Mason Street, suite 105 Vacaville, California 95688	1	JM

KINGMCDONALD TRANSIT ASSOCIATES
3800 SANDSHELL DR. SUITE 175
FORT WORTH, TX 76137

MV TRANSIT
4620 WESTAMERICA DRIVE
FAIRFIELD, CA 94534

VEOLIA TRANSPORTATION, INC.
720 E. BUTTERFIELD RD SUITE 300
LOMBAD, IL 60148

FIRST TRANSIT, INC.
600 VINE STREET, SUITE 1400
CINCINNATI, OH 45202

MCDONALD TRANSIT
3800 SANSHELL DR., SUITE 175
FORT WORTH, TX 76137

VIOLIA TRANSPORTATION
463 COMMERCE PARK, SUITE 114
MARIETTA, GA 30060

PENINSULA TRANSPORTATION GROUP
ATTN: JOE DAVIS
1850 SE 17TH STREET SUITE 200
FORT LAUDERDALE, FL 33316

MOBILITY TRANSPORTATION
1850 SE 17TH ST., SUITE 200
FORT LAUDERDALE, FL 33315

AMERICAN COACH LINES OF ATLANTA
ATTN: ERIC COX
705 LIVELY AVENUE
NORCROSS, GA 30071

APPLEBUS CO.
230 MAIN STREET EAST
CLEVELAND, MO 64734

NATIONAL EXPRESS
2601 NAVISTAR DR.
LISLE, IL 60532

KEOLIS TRANSIT
3300 SW 11TH AVENUE
FORT LAUDERDALE, FL 33315

RATP DEV USA
3800 SANDSHELL DR., STE 180
FORT WORTH, TX 76137

MOBILITY TRANSIT SERVICE
ATTN: ROBERT HAGLER
P. O. BOX 1477
AUGUSTA, GA 30903

MV TRANSPORTATION
479 MASON ST., SUITE 221
VACAVILLE, CA 95688

MV TRANSPORTATION, INC.
2711 N. HASKELL AVE., SUITE 1500,
LB-2
DALLAS, TZ 75204

KEOLIS TRANSIT AMERICAN
470 ATLANTIC AVE.
BOSTON, MA 02210

TRANSDEV NORTH AMERICA
720 E BUTTERFIELD RD., SUITE 300
LOMBARD, IL 60148

FIRST TRANSIT, INC.
ATTN: CURTISS STANCIL
8101 HAMPTON MEADOWS LANE
CHESTERFIELD, VA 23832

MV TRANSIT
ATTN: GARY COLES
5910 N CENTRAL EXPRESSWAY
DALLAS, TX 75206

Keolis North America
53 State Street, 11th floor
Boston, MA 02109

WeDriveU
121 Second Street Suite 300
San Franscisco, CA 94105

RATP Dev USA
300 Throckmorton St, Ste 670
Fort Worth, TX 76102

OLIVER PAGE
TRANSIT DEPARTMENT

SHARON DOTTERY
TRANSIT DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE

RFP Item #25-125
Transit Operations and Maintenance Services for Augusta, GA – Public Transit Department
Due: Mon, June 2, 2024 @ 11:00 a.m.

RFP Item #25-125
Transit Operations and Maintenance Services for Augusta, GA – Public Transit Department
Mail: 4/17/2025

1 of 1

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, April 17, 2025 2:55 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000118

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000118
Event Title: 25-125 Transit Operation and Maintenance Services
Event Type: Non-State Agency

Process Log
2025/04/17 14:50:55 : Log starts for - 27063569 - EVENT_RELEASE_TO_SUPL
2025/04/17 14:50:59 : Email Process Log for the Event#: PE-72155-NONST-2025-000000118
2025/04/17 14:50:59 : Email Batch# 2504170923
2025/04/17 14:50:59 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/04/17 14:54:24 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/04/17 14:55:16 : Total No of Contacts found for sending Email: 624
2025/04/17 14:55:16 : No of Email(s) not sent due to Bad Email Address: 1

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000118&sourceSystemType=gpr20

04/17/2025 02:55:16 PM

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Planholders

Add Supplier | Export To Excel

Supplier (16)

Supplier	Download Date
Bus.com	06/02/2025
Coach USA Incorporated	04/23/2025
ConstructConnect	04/23/2025
Dodge Data	04/17/2025
Eastside Transportation LLC	04/28/2025
HB Software Solutions	05/21/2025
MV transportation	04/25/2025
Norman's Truck and Trailer Repair	06/11/2025
Onvia, Inc. - Content Department	04/17/2025
RATP Dev USA, Inc.	05/14/2025
RHH Consulting and Inspections LLC	04/30/2025
Spare Labs	06/04/2025
Stertil-Koni Corporation	04/22/2025
Transdev Services, Inc.	04/17/2025
Vector Fleet	04/24/2025

1 2

Showing 1-15 of 16

Add Supplier

Supplier Details

Supplier Name Bus.com

Contact Name Karan Tamakuwala

Address	610-4200 BLVD ST-LAURENT , Montreal, QC H2W2R2
Email	bids@bus.com
Phone Number	855-428-7266

Documents

Filename	Type	Action
25-125_RFP	Bid Document / Specifications	View History
25-125_APP1	Attachment	View History
25-125_APP2	Attachment	View History
25-125_ADD1	Addendum	View History
25-125_ADD2	Addendum	View History

FYI: Process Regarding Request for Proposals

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

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

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

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

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

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice*. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals*. Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

(f) *Public inspection*. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

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

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

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

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

Public Services

October 28, 2025

Item Name: Approval of the Public Transit Agency Safety Plan (PTASP) for Augusta Transit

Department: Augusta Transit

Presenter: Sharon Dottery, Director

Caption: Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).

Background: In July of 2018, the Federal Transit Administration (FTA) issued the Final Rule for Public Transportation Agency Safety Plans (PTASP) at 49 CFR Part 673 for the purpose of strengthening the safety of public transit systems. The Final Rule requires operators of transit systems that receive Section 5307 funding to develop and implement Public Transportation Agency Safety Plans based on the Safety Management System (SMS) approach, subject to future oversight from FTA.

In assigning responsibility for preparing the Safety Plans, FTA's Final Rule distinguishes between large and small transit systems. "Small Public Transportation Providers", or "small transit systems", are defined as recipients or sub-recipients of Section 5307 funds operating 100 or fewer vehicles in peak revenue service. The Rule requires that the State draft and certify a Public Transportation Agency Safety Plan on behalf of small transit system within the State, unless the transit system notifies the State that it will draft its own plan. In either case, FTA requires that the small transit system be responsible for implementing the Safety Plan.

Analysis:

Financial Impact:

Alternatives: Deny request.

Recommendation: Motion to approve the Public Transit Agency Safety Plan (PTASP) as drafted for the Augusta Transit Department by the Georgia Department of Transportation in accordance with 49 CFR 673.11(a)(1).

Funds are available in the following accounts:

REVIEWED AND APPROVED BY: N/A

AUGUSTA TRANSIT

SAFETY PLAN

DECEMBER 2025

AUTHORIZATIONS

Moving Ahead for Progress in the 21st Century (MAP-21) and the Fixing America's Surface Transportation (FAST) Act granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of transit bus systems throughout the United States. On July 19, 2018, the FTA promulgated its final rule 49 CFR Part 673 - Public Transportation Agency Safety Plan (PTASP), which requires recipients of FTA Chapter 5307 funds to develop and implement a safety plan based on Safety Management Systems (SMS) principles and methods.

Augusta Transit has established this Safety Plan as our agency's commitment to system safety and the principles of SMS. The objectives of our plan are to:

- Increase the safety of our transit system by proactively identifying, assessing, and controlling risks;
- Continually improve safety performance;
- Improve the commitment of transit leadership to safety; and
- Foster a culture of safety awareness and responsiveness.

Augusta Transit is committed to implementing a systematic and comprehensive safety program. Leadership will visibly demonstrate its commitment to safety by monitoring hazards, enforcing, and supporting safety programs, and promoting an open and transparent environment to discuss and address safety issues.

This Safety Plan was developed by the Georgia Department of Transportation (GDOT), and Augusta Transit has adopted it to comply with FTA Part 673 requirements. The Augusta-Richmond County Commission, the transit director, and chief safety officer (CSO) have reviewed and approved this Safety Plan and assure that its contents establish a comprehensive SMS framework and meet the requirements of Part 673.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NPTSP), Augusta Transit has adopted this PTASP and the tenets of SMS, including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance, and Safety Promotion, per 49 USC 5329(d)(1)(A) . While safety has always been a primary function at Augusta Transit, this document lays out a process over the next several years to fully implement an SMS that complies with the PTASP final rule, as amended.

Additionally, the FTA recently released a Notice of Proposed Rulemaking (NPRM) with proposed revisions to the NPTSP to address the new requirements in the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act to further advance transit safety. The revision supersedes the one which the FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under the FTA's safety jurisdiction.
Furthermore, in April 2024, the FTA made important updates to the PTASP regulations to improve safety management and performance monitoring for transit agencies. These updates stress the need for decisions based on data and proactive risk management. Key changes include using advanced safety performance metrics to provide a more complete view of safety by recording a wider range of incidents and near-misses. This helps agencies spot potential hazards earlier and take action to prevent them. Additionally, the FTA now requires more thorough training programs for transit staff, focusing on modern SMS practices and emergency preparedness to create a knowledgeable workforce focused on the culture of safety.

The updated PTASP regulation also adds stronger oversight and accountability measures for 5307 agencies. These agencies must now conduct regular safety audits and submit detailed reports on their safety performance and compliance with SMS as detailed in their PTASP plans. These reports should include specific plans for addressing any safety issues identified and providing a commitment to continuous improvement. The regulation also highlights the importance of management in promoting a safety-first culture and encouraging executives to be actively involved in safety planning and decision-making processes, thereby promoting safety communications in a top-down and bottom-up feedback.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Augusta Transit, all levels of management, administration, and operations are responsible for the safety of their customers and themselves. To improve public transportation safety to the highest practicable level in the state and comply with FTA requirements, the GDOT originally developed this PTASP in collaboration with Augusta Transit.

This PTASP will be distributed to all transit employees and will be reviewed and updated annually.

Approved by	Date
Sharon Dottery, Transit Director	
Augusta Transit Safety Committee	

Revision Record				
Revision #	**Review Date**	**Reviewer**	**Revision Date**	**Approved By**
2	12/31/22	GDOT	12/31/22	GDOT
3	12/31/23	GDOT	12/31/23	GDOT
4	12/31/24	GDOT	12/21/24	GDOT
5	12/31/25	GDOT	12/21/25	GDOT

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Definitions

Accident: An event that involves any of the following – loss of life; a report of a serious injury to a person; a collision of a public transit vehicle; an evacuation for life safety reasons at any location, at any time, whatever the cause.

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the PTASP of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management (TAM) Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 USC § 5329(d), and the agency's TAM Plan in accordance with 49 USC § 5326.

Agency Leadership and Executive Management: Those members of agency leadership or executive management (other than an accountable executive, CSO, or SMS executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer: An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacities, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Event: Any accident, incident, or occurrence.

Fatality: A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes; collision (including suicides), fire, hazardous material spill or exposure, Acts of God, system or personal security event (including suicides), and other safety events.

Hazard: Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard Likelihood: Probability of a hazard consequence to occur.

Hazard Severity: The effect/damaging result of a hazards consequence.

Incident: An event that involves any of the following – a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Injury: Any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event. Agencies must report each person transported away from the scene for medical attention as an injury, whether or not the person appears to be injured.

Key staff: A group of staff or committees to support the accountable executive, CSO, or SMS executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: Failures caused by vehicle malfunctions or subpar vehicle condition which require that the vehicle be pulled from service.

National Public Transportation Safety Pla: The plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 USC Chapter 53.

Notice of Proposed Rulemaking: A proposed new regulation or proposed changes to an existing regulation. A federal agency is only allowed to issue regulations if authorized to do so by Congress, so the NPRM also provides the statutory authority under which the agency is proposing the regulation. The NPRM also explains the background and history of the issue that generated the regulation and avenues for public participation.

Occurrence: An event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Passenger: A person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Preventative Maintenance: Regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 USC 5329 and this part.

Performance Target: A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Reportable: An event occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle, excluding occupational safety events occurring in administrative buildings.

Risk: An assessed probability and severity calculation to classify the overall potential consequences of a hazard.

Safety Assurance: A list of defined safety performance indicators for each priority risk and associated targets the agency will use to determine if it is achieving the specified safety goals.

Safety Committee: A committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management.

Safety Events: Include but are not limited to slips, trips, falls, smoke, power failure, maintenance-related issues, or electric shock. To be reported as a major event, these events must **either** meet the fatality, evacuation, or property damage threshold **or** result in two or more injured persons. Other safety events that cause only one person to be immediately transported from the scene for medical attention, and that do not trigger any other reporting threshold, are reported on the Non-Major Monthly Summary Report form. The FTA includes other safety events that occur in a transit maintenance facility and meet a reporting threshold but continues to exclude occupational safety events occurring in administrative buildings.

Safety Management Policy: A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): The formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System Executive: A CSO or an equivalent.

Safety Objective: A general goal or desired outcome related to safety.

Safety Performance: An organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Measure (SPM): An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: Activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations through a combination of safety performance indicators and safety performance targets (SPTs).

Safety Performance Target (SPT): A performance target related to safety management activities.

Safety Promotion: A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: The assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: The formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management: A process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: The activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: The likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: The anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: Any injury which:

- Requires hospitalization for more than 48 hours, commencing within 7 days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: A recipient or subrecipient of federal financial assistance under 49 USC 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: A State of the United States, the District of Columbia, the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: The condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: An agency established by a State that meets the requirements and performs the functions specified by 49 USC 5329(e) and the regulations set forth in 49 CFR Part 674.

Transit Agency: An operator of a public transportation system.

Transit Asset Management Plan: The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR Part 625.

Transit Worker: Means any employee, contractor, or volunteer working on behalf of the transit agency.

Vehicle Revenue Miles (VRM): The miles that vehicles are scheduled to or actually travel while in revenue service. VRMs include layover/recovery time and exclude deadhead, operator training, vehicle maintenance testing, and school bus and charter services.

Acronyms

ADA	Americans with Disabilities Act
ARTS	Augusta Regional Transportation Study
AP	Administrative Procedure
BIL	Bipartisan Infrastructure Law
CSO	Chief Safety Officer
FTA	Federal Transit Administration
FY	Fiscal Year
GDOT	Georgia Department of Transportation
KPI	Key Performance Indicator
MAP-21	Moving Ahead for Progress in the 21st Century
NPRM	Notice of Proposed Rulemaking
NPTSP	National Public Transportation Safety Plan
NTD	National Transit Database
PTASP	Public Transportation Agency Safety Plan
RATP-Dev	Régie Autonome des Transports Parisiens-Développement
SCAT	Safety Committee Augusta Transit
SMP	Safety Management Policy
SMS	Safety Management System
SPT	Safety Performance Target
SRM	Safety Risk Management
SSC	Site Safety Council
TAM	Transit Asset Management
VRM	Vehicle Revenue Miles

1 Transit Agency Information

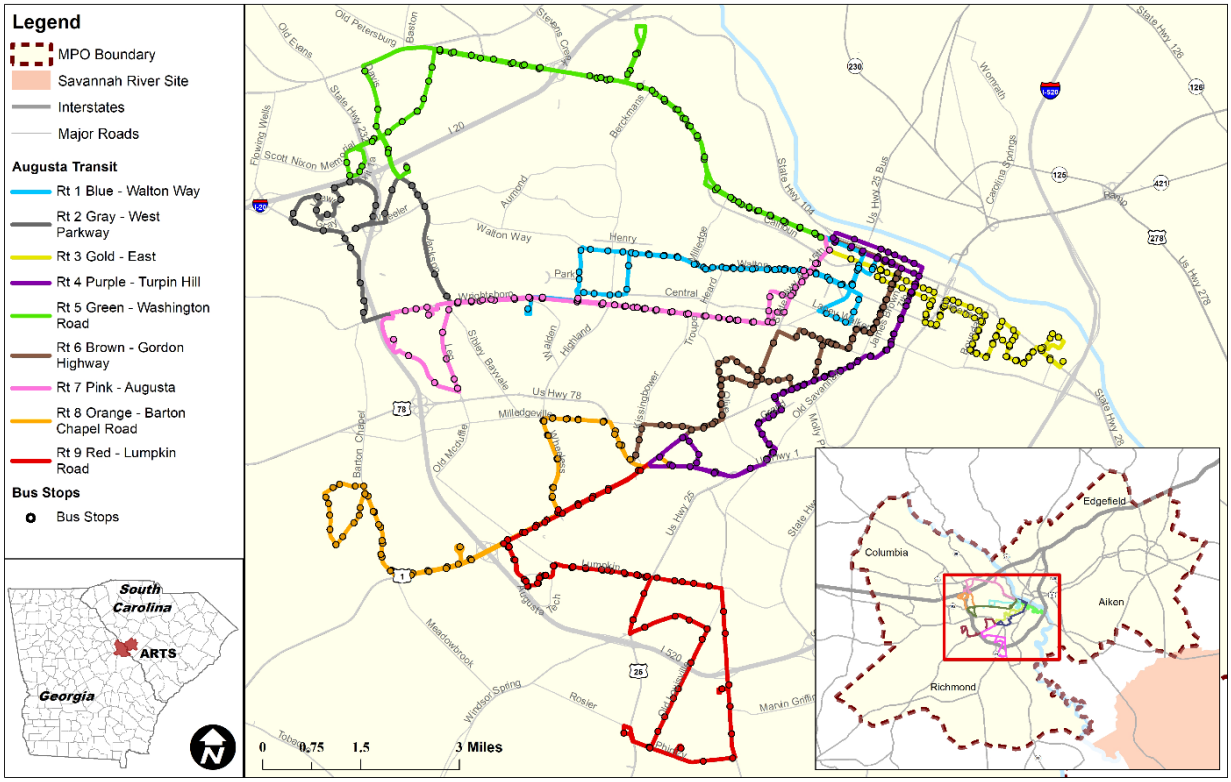
Augusta Transit is the public transportation provider in the consolidated Augusta-Richmond County area. Since 2011, Augusta Transit has contracted with a third-party operator, Régie Autonome des Transports Parisiens-Développement USA, Inc. (RATP-Dev), to provide bus service along nine routes as well as Americans with Disabilities Act (ADA)-compliant comparable paratransit and demand response transit to the rural areas of Richmond County (Richmond Transit). RATP-Dev also provides maintenance of the transit vehicles. A map of the fixed-route Augusta Transit system is provided in **Figure 1** on the following page.

Transit Agency Name	Augusta Transit		
Transit Agency Address	2844 Regency Boulevard Augusta, Georgia 30904		
Accountable Executive (Name and Title)	Sharon Dottery, Transit Director		
Chief Safety Officer (Name and Title)	Kevin Smith, Safety and Training Manager		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	Fixed-Route Bus, ADA Paratransit, Rural Demand Response	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	Sections 5307, 5339, 5311
Vehicles Operated in Maximum Service, by Mode	Fixed-Route Bus: 21 ADA Paratransit: 9 Rural Demand Response: 6		
Mode(s) of Service Contracted Out to Third Party Operators (TPOs)	All		
Name of Third Party Operator (if applicable) and contact person	RATP-Dev USA, Inc.		
Does the agency provide transit services on behalf of another transit agency or entity?	No	**Description of Arrangement(s)**	N/A
No. of Fixed Bus Routes:	9		

Annual Vehicle Revenue Miles (VRM) (Yr 2024)	Fixed-Route Bus VRM	Demand Response/ Paratansit VRM
	558,678	124,271
Annual Unlinked Passenger Trips (UPT) (Yr 2024)	Fixed Route Bus UPT	Demand Response/Paratansit UPT
	417,091	18,941

Figure 1, shown below, maps Augusta Transit's nine bus routes and their stops.

Figure 1 – Augusta Transit Fixed Routes and Stops



2 Safety Management

2.1 Safety Management Policy - 673.23(a)

Augusta Transit, and our third-party operator (currently, RATP-Dev), strives to provide the safest and most secure experience for the riding public and our employees. All levels of management and employees are accountable for the delivery of the highest level of safety performance, starting with the transit director. Every employee must practice workplace safety; use equipment, tools, and materials properly; and be trained in the agency's work rules and procedures for his or her respective areas of responsibility, including contingency plans for abnormal and emergency conditions.

Augusta Transit is committed to:

- Supporting an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as paid to other management systems of the organization;
- Integrating the management of safety as a primary responsibility of all managers and employees, including contractors;
- Defining for all staff, managers, and employees alike their accountability and responsibility for the delivery of the organization's safety performance and the overall implementation of our Safety Plan;
- Establishing and implementing a proactive safety program to manage risks to a level that is acceptable and consistent with safety performance;
- Ensuring protections for any employee who discloses a safety concern through the employee safety reporting program;
- Complying with, and wherever possible, exceeding the expectations of legislative and regulatory requirements and standards;
- Ensuring all staff are provided with adequate and appropriate safety-related information, personal protective equipment, and training; are competent in safety management matters; and are allocated only to tasks commensurate with their skills;
- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization, and all employees will receive appropriate information and SMS training;
- Verify the SMP is signed by the Transit Director (Accountable Executive) to convey that SMS is important to the highest level of the organization;
- Establishing and measuring our safety performance against realistic and data-driven safety performance indicators and SPTs;
- Continually improving our safety performance through management processes that ensure appropriate safety management actions are taken and are effective;
- Verify externally supplied systems and services to support our operations are delivered to meet our safety performance standards; and
- Verify that the strategies and guidelines to address infectious disease planning and response are consistent with the Centers for Disease Control and Prevention, the Georgia Department of Public Health, and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC Section 5329 (d)(1)(D).

This PTASP describes our safety efforts and programs, and through our thorough implementation of such efforts and programs we explicitly show our commitment to system safety based on SMS principles as per 49 CFR Part 673 and requirements dictated in 49 USC Section 5329.

2.2 Employee Safety Reporting – 673.23(b)

Employees are required to embrace Augusta Transit's safety goals and objectives and are encouraged to report safety concerns, issues, or hazards. Executive management together with the contractor have established a safety reporting process for employees to voice their safety concerns without fear of retribution or blame. All frontline personnel will be responsible for utilizing this program as necessary. Our employees (including all third-party operator employees) have a duty to report any unsafe condition to their supervisor, manager, or the CSO. Unsafe conditions may include issues with policies, procedures, physical conditions, events, or information about an issue, among others.

All violations of agency safety rules or procedures (including regulatory requirements of the agency) may result in disciplinary action. No action will be taken against any employee who communicates a safety condition through our reporting program unless such disclosure indicates an illegal act, gross misconduct, or negligence or a deliberate or willful disregard of our rules, policies, and procedures. Once actions to remediate a safety violation have been determined, they shall be communicated throughout the organization and carried out.

Augusta Transit emphasizes that unsafe conditions should be timely identified, corrected, anticipated, and reconciled before serious accident, injury, or damage occurs. To verify that we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies.

2.2.1 Safety Management Policy Communication - 673.23(c)

Augusta Transit staff (including all third-party operator employees) are informed of their responsibilities related to safety and the requirements of our Safety Plan during onboarding. Communicating the purpose and benefits of this Safety Plan and SMS principles among executive and senior management, supervisors, and frontline staff is the most important job of all our employees. All employees understand their respective safety roles and obligations to identify and assess safety risks in the workplace and agency operations. Fostering and reinforcing these obligations through regular agency-wide communications and programs are critical functions of senior management and the CSO. Methods of communicating our safety practices include:

- Mandated monthly safety meetings;
- Operator meetings with supervisors and managers;
- Newsletters;
- Safety bulletins;
- Safety emails and text message alerts;
- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- Committee meetings;

- Safety campaigns; and
- Flyers posted throughout Augusta Transit properties;

2.2.2 Safety Responsibilities

The purpose of this Safety Plan is to maintain a formal safety program and establish a coordinated safety effort responsive to the needs of the operating, maintenance, and support departments. We emphasize the goal of all personnel and contractors to working toward minimizing the occurrence of customer and employee accidents and incidents by providing safe revenue service to our customers and a safe work environment for our employees.

The following personnel lead the organization in the implementation of our Safety Plan:

Accountable Executive – Transit Director (Sharon Dottery, current incumbent)

- Establishes and sets an organizational example for safety objectives and goals;
- Directs human resources;
- Manages agency finances;
- Oversees operations and maintenance programs;
- Promotes and communicates safety policy and programs;
- Participates in regular meetings with key staff to understand the status of safety programs and data; and
- Ultimately holds responsibility for all agency safety outcomes.

CSO – Safety and Training Manager (Kevin Smith, current incumbent)

- Manages and implements the Safety Plan throughout the agency;
- Chairs safety committee meetings with key departmental managers, including Operations and Maintenance;
- Participates in formal meetings with the FTA and GDOT safety regulatory program;
- Reports safety performance measures/targets to the Augusta Regional Transportation Study (ARTS);
- Develops and implements safety policies, procedures, and programs;
- Supervises and oversees work of assigned safety staff, conducts performance reviews with staff, and initiates appropriate actions related to such;
- Directs the SRM process and provides notification of reportable accidents, incidents, and hazardous conditions;
- Investigates employee and vehicle accidents/incidents and injuries and works to develop programs to reduce accidents and injuries;
- Conducts inspections and research safety codes, standards, and regulations;
- Compiles and analyzes health and safety statistics;
- Produces safety reports, records, documents, and manifests;
- Accesses and updates database safety-related files;
- Coordinates staff safety meetings and attends meetings, conferences, and group functions related to safety;
- Develops and conducts training sessions relating to safety issues;
- Identifies health and safety concerns and analyzes reports and information;

- Develops programs for accident/injury prevention and submits recommendations to reduce frequency of accidents;
- Develops departmental and organizational key performance indicators (KPIs); and
- Conducts risk identification, evaluation, control, funding, and administration.

In addition, SMS implementation is supported by other positions within Augusta Transit and its third-party operator, including:

- The Deputy Director;
- The operations manager;
- The special services manager;
- The maintenance manager; and
- The shop foreman.

These personnel have the following authorities, accountabilities, and responsibilities:

- Participate as members of the Safety Committee Augusta Transit (SCAT);
- Complete training on Safety Plan elements;
- Oversee and adhere to day-to-day operations of the Safety Plan in their departments;
- Modify policies in their departments consistent with implementation of the Safety Plan, as necessary; and
- Provide subject matter expertise to support implementation of the Safety Plan as requested by the transit director or the CSO, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness.

A chart outlining the organization responsible for implementing Augusta Transit's SMS is provided in **Figure 2,** depicting the structure of reporting between the public owner of the transit system (Augusta-Richmond County Government) and the third-party operator (currently RATP-Dev).

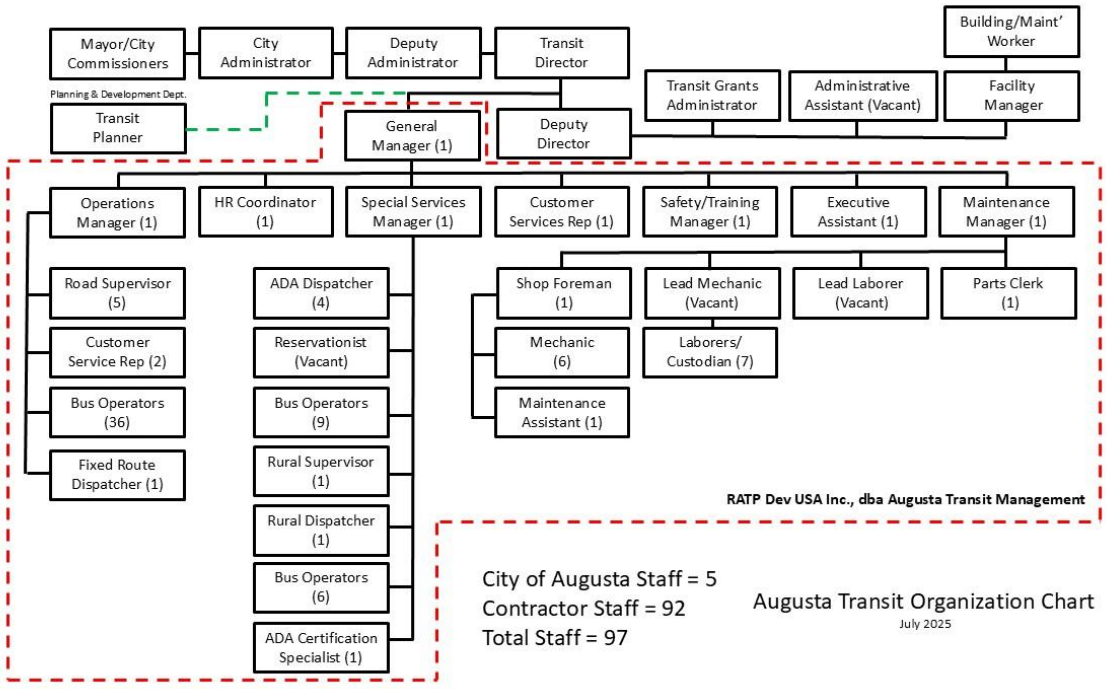
2.2.3 Safety Committee Standard Operating Procedures/Charter

The CSO will periodically convene meetings of SCAT to discuss safety program issues, safety data/performance indicators, and Safety and TAM Plans updates, among various other issues that pertain to overall agency safety matters. The safety committee is a group of executive and frontline staff that will at minimum include the transit director or nominated representative and key representatives from Operations and Maintenance, with a 50 percent split of frontline Augusta Transit staff, and will be chaired by the CSO. The objectives of regular meetings of the safety committee are to ensure that the transit director is well-versed in the implementation of the Safety Plan, KPIs, and other important data and that executive-level staff have a regular multidisciplinary forum to discuss pertinent safety issues and policy, including risk reduction activities.

In accordance with the BIL amendments to 49 USC Section 5329(d), Augusta Transit has established a safety committee, also known as SCAT, which consists of equal representation of both frontline staff and management representatives. The primary responsibility of the safety committee is to, at a minimum:

- Conduct annual review of the PTASP to recommend for approval by the County Commission;

Figure 2 – Augusta Transit Organizational Chart



- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;
- Identify mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and,
- Identify safety deficiencies for purposes of continuous improvement.

See more information on RATP-Dev's Site Safety Council (SSC) meetings under Section 5.

2.3 Safety Committee of Augusta Transit

2.3.1 Name

Augusta Transit as a Department of the City of Augusta (COA) together with labor representation representing the front line employees created the Safety Committee of Augusta Transit (SCAT). The Safety Committee ("the Committee") is established as required by U.S. law (49 USC 5329, 49 CFR 673).

2.3.2 Membership

SCAT is composed of equal representation of frontline employees and management representatives. At no point may appointees from either Augusta Transit or appointed by a labor organization comprise more than 50% of SCAT membership.

SCAT shall be made up of six (6) voting members with a 50/50 balance between labor and management. The labor representative and Augusta Transit shall each appoint half of SCAT committee members.

SCAT shall coordinate meeting times and locations far enough in advance to allow all voting members attend and to adequately prepare for meeting deliberations.

SCAT shall also agree to an agenda prior to the start of each meeting; this agenda shall include topics to be discussed, as well as any proposals to be voted on during the meeting. This agenda shall be distributed to SCAT voting members in advance of the meeting.

Both the Labor representative and Augusta Transit shall retain the right to replace their appointees on the Committee at any time.

2.3.3 Voting Members

SCAT shall be made up of an equal number (frontline employees and management representatives) of voting members.

2.3.4 Quorum

A quorum shall be the minimum number of SCAT members required to be present for the body to conduct official business, vote and make valid decisions shall be a simple majority – with six (6) voting members the majority would be four (4) members.

2.3.5 Purpose

SCAT will facilitate a joint Labor-Management process to ensure and raise the level of safety in Augusta Transit's system.

SCAT serves as the basic forum to review safety issues and hazards, safety inspection reports, risk reduction activities, accident investigations, and corrective actions.

SCAT members work together in a cooperative effort to promote safety and security in the workplace and areas of operation such as transfer facilities, routes and bus stops.

SCAT members communicate safety concerns from their work areas and areas of operation to SCAT, and report back to management.

SCAT is empowered to look toward opportunities to reduce incidents or occurrences by looking for ways to improve the work environment and safety culture by acknowledging safe actions and work and other areas that contribute to safety in the workplace. It can achieve this by:

- Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through Augusta

Transit's safety risk assessment, including safety risk mitigations associated with any instance where a safety performance target was not achieved.

- Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended, including safety risk mitigations associated with any instance where the safety performance target was not achieved; and,
- Identifying safety deficiencies for purposes of continuous improvement, including any instance where annual safety performance targets were not met.

SCAT shall review, amend, and approve the Public Transportation Agency Safety Plan (PTASP) no less than annually prior to the PTASP being ratified by the Augusta, Georgia Commission.

SCAT shall set internal goals for the safety risk reduction program. SCAT shall review and analyze all Augusta Transit safety data to determine appropriate goals and make safety recommendations.

2.3.6 Meetings

SCAT will meet at least four (4) times a year, with authority to convene additional meetings, as circumstances require. SCAT members are expected to attend each meeting.

SCAT may invite others to attend meetings and provide pertinent information, as necessary.

Meeting times and meeting locations shall be determined far enough in advance to allow SCAT members to attend and to adequately prepare for meeting deliberations.

SCAT shall take up and consider any other items as directed by SCAT members.

SCAT shall require a quorum before conducting any business. A quorum shall require at least three-quarters of the voting members of the Committee be present.

Records of meetings shall be maintained by Augusta Transit for no less than three (3) years and shall be made available to SCAT members upon request.

SCAT members shall have access to safety data collected by Augusta Transit and/or RATP-DEV. Augusta Transit shall prepare in-depth data reports for SCAT meetings upon request. Augusta Transit shall prepare and share summary data of safety and security incidents in advance of each SCAT meeting.

Both the Labor Representative and Augusta Transit shall have the opportunity to invite subject matter experts to speak on any topic covered during a Committee meeting.

2.3.7 Voting process and tie break procedures

Following discussion of any proposal included on the agenda. SCAT shall then consider amendments to the proposal. Following discussion and votes on any amendments, SCAT shall vote on the final proposal. Passage of a proposal or an amendment shall require a majority of all voting members in attendance.

3 Safety Risk Management (673.25)

3.1 Safety Risk Management Program

By adopting this PTASP, Augusta Transit is establishing the SRM process presented below for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the Augusta Transit SMS.

Augusta Transit promotes the proactive identification and evaluation of hazards before they escalate into accidents or incidents. This Safety Plan and its programs must be effective in identifying and minimizing hazards in the operational environment. All operations must be viewed from a systems perspective in that the safety-critical functions of one group may impact those of one or more others. This focus on system safety is meant to foster the understanding of the interdependence of actions on overall safety. As such, our hazard management program involves a multi-disciplinary review process that is ultimately managed by the safety committee, led by the CSO. There are three basic objectives:

- Hazard identification;
- Hazard assessment; and
- Hazard resolution.

3.2 Safety Risk Identification

Safety Risk identification and resolution is a core element of this Plan emphasizing timely correction, anticipation, and reconciliation of unsafe conditions before a serious accident, injury, or damage occurs. Our risk management program includes the following practices:

- FTA recommendations;
- Employee safety reporting;
- Driver, dispatcher, supervisory, and maintenance performance information;
- Rules compliance checks;
- ADA compliance reviews;
- Asset conditions assessments;
- Camera and event recorder reviews;
- Environmental information;
- Safety observations;
- Pre- and post-trip inspections;
- Vehicle, facility, and equipment inspections;
- Internal safety investigations;
- Fitness for duty checks;
- Accident reports as seen through the Accident Procedure;
- Compliance programs;
- Safety committee reviews; and
- Public feedback/complaints.

Augusta Transit emphasizes the timely identification, , anticipation, and correction of unsafe conditions before serious accident, injury, or damage occurs. To ensure we provide as safe and reliable transportation services as possible, we have established a process by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to management and applicable regulatory agencies. All management, staff, contractors, and suppliers are required to implement high standards of safety and system assurance throughout the design, construction, testing, and operational phases of our projects. Hazards which cannot be eliminated with design mitigations, including the implementation of safety warning devices, are usually addressed by training and/or written procedures to prevent mishaps. Most hazards are identified in the field, reported, entered in reports, and addressed by the responsible departments through routine corrective measures that do not require special attention.

Safety risks can be identified through a host of sources ranging from daily experience (accidents, incidents, or safety concerns), gathered data, and information submitted by patrons, to detailed analyses and assessments of existing conditions, among others. Once hazard causes, consequences, and likelihood of occurrence have been assessed, priorities for resolution can be established. The risks associated with hazards are accepted, minimized, controlled, or identified for future remedy. However, safety efforts must continue to ensure that the implementation of hazard remedies do not create new safety concerns (e.g., Safety Rule Testing).

3.3 Safety Risk Assessment

Safety risk assessments shall include specific inputs, reviews, and comments from any department and personnel, as necessary. To categorize the severity of a hazard, the likely effects on passengers, employees, general public, and assets must be established. Hazard severity ratings are based on categories from Military Standard 882E (MILSTD-882E) and require system key agency stakeholders to make subjective determinations of the worst case that could be anticipated to result from design inadequacies, human error, component failure, or malfunction. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem, or component failure or malfunction. **Table 1** below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

As part of this process, infectious disease exposure control measures are incorporated into our Safety Risk Assessment to address the specific risks associated with potential infectious disease transmission in transit environments. The assessment will evaluate factors such as:

- Risk of Exposure: Identification of high-contact areas and activities where employees and passengers may face increased exposure to infectious diseases.
- Protective Measures: Availability and use of personal protective equipment (PPE) for staff and appropriate hygiene resources for passengers.
- Hygiene and Sanitization Protocols: Regular cleaning and sanitizing of high-contact surfaces, in accordance with public health guidelines, to reduce the risk of disease transmission.
- Training and Communication: Staff training on infectious disease prevention and ongoing communication of public health guidelines and agency policies.

To assess the severity of infectious disease hazards, we will analyze potential outcomes such as transmission rates, workforce health impacts, and operational disruptions. Each of these factors contributes to the overall severity and probability categorizations used to evaluate the risk level. This proactive approach helps identify, mitigate, and monitor infectious disease risks within our operations, ensuring compliance with best practices for health and safety. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap from resulting from personnel error, environmental conditions, design inadequacies, and procedural deficiencies for a system, subsystem or component failure or malfunction. Table 1 below summarizes the hazard severity categories. It reflects the principle that not all hazards pose an equal amount of risk to personnel safety.

Table 1 – Safety Risk Severity

Characteristics				
Severity Level	**People**	**Equipment/Services**	**Financial**	**Reputational**
Catastrophic 1	Several deaths and/or numerous severe injuries (per event)	Total loss of equipment or system interruption, requiring months to repair	Estimated loss in excess of $5 million	Ongoing media coverage, irreparable reputational damage, government intervention (weeks to months)
Critical 2	Low number of deaths and/or severe injuries (per event)	Significant loss of equipment or system interruption requiring weeks to repair	Estimated loss in the range of $500,000 to $5 million	Prolonged media campaign, serious reputational damage, sustained government involvement (days to weeks)
Major 3	Minor injury and possible serious injury (per event)	Some loss of equipment or system interruption requiring 7 days or less to repair	Estimated loss in the range of $50,000 to $500,000	Adverse media coverage, reputational damage, government involvement
Marginal 4	Possible minor injury (per event)	Some loss of equipment, no system interruption, less than 24 hours to repair	Estimated loss in the range of $1000 to $49,999	Local media coverage and some reputational damage
Insignificant 5	No injury	Minor damage to equipment, no system interruption, no immediate repair necessary	Estimated loss is likely less than $1000	No adverse media or reputational damage

The likelihood that a hazard will occur during the planned life expectancy of a system element, subsystem, component, or daily operational function can be described subjectively in potential occurrences per unit time, event, population, items, or activity. A qualitative hazard likelihood may be derived from research, analysis, and evaluation of historical safety data or a similar system. The CSO, departmental managers, or the safety committee can assign a probability rating to a particular event or a specific hazard. Supporting rationale for assigning a hazard likelihood is documented in hazard analysis reports, memos, or minutes from meetings. The assessment of the likelihood of hazard occurrence will consider specific system operations based on the current system configuration. Hazard frequency levels to be considered are shown in **Table 2**.

Table 2 – Safety Risk Likelihood

Likelihood	Specific Item	Fleet / Inventory	Frequency
A Frequent	Likely to occur frequently in the life of an item	Continuously experienced	26 or more events in a year
B Probable	Will occur often in the life of an item	Will occur frequently in the system	13 to 25 events in a year
C Occasional	Likely to occur sometime in the life of an item	Will occur several times	6 to 12 events in one year, or less than 24 events in 5 years
D Remote	Unlikely but possible to occur in the life of an item	Unlikely, but can be expected to occur	1 to 5 events in one year or less than 10 events in 10 years
E Improbable	Unlikely to occur but possible	Unlikely to occur, but possible	1 event in 25 years
F Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.		

The Safety Risk Index (**Table 3**) combines hazard categories, severity, and probability to constitute a chart to assist in the evaluation of specific hazards and their associated levels of risk.

Table 3 – Safety Risk Index

Hazard Categories					
Frequency	**1** Catastrophic	**2** Critical	**3** Major	**4** Marginal	**5** Insignificant
A Frequent	**1A**	**2A**	**3A**	**4A**	**5A**
B Probable	**1B**	**2B**	**3B**	**4B**	**5B**
C Occasional	**1C**	**2C**	**3C**	**4C**	**5C**
D Remote	**1D**	**2D**	**3D**	**4D**	**5D**
E Improbable	**1E**	**2E**	**3E**	**4E**	**5E**
F Eliminated	**1F**	**2F**	**3F**	**4F**	**5F**

Hazard Risk Index	Risk Decision Criteria
Unacceptable	Hazard must be mitigated
Undesirable	Requires acceptance from management
Acceptable with Review	Hazard may be accepted with management review
Acceptable	Risk level is acceptable
Eliminated	No hazard remains

3.4 Safety Risk Resolution

Once a risk has been evaluated, the agency will determine a course of action to address a given risk. As per the process above, a risk may be eliminated by eliminating the source of the hazard. For example, if a special service route has experienced incidents, such hazards will be eliminated when such special service is also eliminated. In other instances, for example, the CSO and safety committee may utilize accident/incident data over time to discuss the hazards of vehicle rear-endings and evaluate the type, severity, and probability of these accidents and mitigation measures to prevent these mishaps in the future. Such mitigations may include new standard operating procedures, policies, additional training requirements, public awareness campaigns, or even vehicle design changes.

This methodology may be applied for the analysis of risks of day-to-day operations as well as for preliminary hazard assessments when designing new system infrastructure. During the safety certification process to develop system expansions, identified hazards can be addressed by designing system elements for minimum risk and/or incorporating safety and warning devices.

3.5 Safety Risk Tracking

Some more complex safety risks may require the use of a tracking log, which may consist of the following information:

- Assigned hazard number;
- Date hazard identified;
- Hazard title;
- Hazard description;
- Sources from which a hazard was identified;
- The element of operation affected by the hazard;
- Initial hazard classification;
- Current hazard classification; and
- Corrective Action Plan.

The safety risk tracking log, when used, is updated regularly until the hazard has been closed out. All captured data is analyzed for the identification of developing trends to ensure future safety risks/hazards can be mitigated and/or eliminated. A sample log is presented below:

Table 4 – Sample Log

Hazard ID	Hazard Type	Source	Identification Date	Description	Hazard Rating (Likelihood and Consequence)	Mitigation	Status of Feedback with Reporter (if applicable)	Updated Hazard Rating (after mitigation)

4 Safety Assurance – 673.27 (a)

The purpose of Safety Assurance is to evaluate the overall effectiveness of safety risk controls established under the SRM program. The transit director and CSO are responsible for monitoring and evaluating day-to-day operations to ensure that 1) emerging risks are identified, 2) Augusta Transit is in compliance with regulatory requirements applicable to the Safety Plan, and 3) that our safety programs are meeting our safety goals and objectives. Safety Assurance programs provide important feedback and data into the risk management process and vice versa to promote safer operations. Through our SRM and Safety Assurance activities, we will evaluate the adequacy of procedures, processes, personnel performance, our data collected, and compliance with procedures and programs. Augusta Transit safety data and incident records are maintained in an Excel spreadsheet, with original hard copies stored in the supervisor's office alongside any related work orders.

4.1 Safety Performance Monitoring and Measuring – 673.27 (b)

49 CFR Part 673.27 requires transit agencies to establish activities to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Conduct investigations of safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

4.2 Monitoring Operations and Maintenance Compliance – 673.27(b)(2)

The transit director has the ultimate responsibility of verifying safe and secure operations for the riding public and employees . Each employee is required to carry out specific system safety responsibilities in compliance with their job specifications, agency rules and regulations, and this Safety Plan. Each department generates its own performance data used for the detection of trends or problems in operations and maintenance prior to the development of a major safety concern. The various Safety Assurance activities overseen by the transit director and CSO include:

- Fleet operations;
- Road supervision;
- Fleet maintenance;
- Drug and Alcohol Program;
- TAM;
- Resource planning;
- Internal operations reviews;
- Accident/incident investigations and other means to determine causal factors;
- Contractor safety efforts;
- Data collection and analysis; and
- Security activities.
- Post-accident retraining

For maintenance activities, August Transit uses the RATP-Dev Maintenance Management Policy Manual, which includes preventive maintenance inspection forms for both motorbuses and paratransit vehicles. The results of these inspections are used in the Safety Assurance program to monitor and assess trends in maintenance needs.

It is the task of the CSO to monitor and measure the safety performance of operations through data provided from the various departments and periodically report to the transit director and safety committee. Using collected data and assessing trends, we develop minimum performance standards to meet agency safety targets and goals. From there, we may create KPIs that help us understand whether or not we are achieving our safety targets and goals. Selected data is accumulated and analyzed for ongoing trending and performance measurement, including fatalities, injuries to passengers and/or personnel, system reliability, and other safety-related events. This data comes from various sources, including but not limited to:

- Event reports;
- Observations of operations reports;
- Internal and external inspection, survey, and audit reports;
- Safety suggestions from employees and customers;
- Historical knowledge;
- Seasonal events and effects;
- Environmental considerations;
- New equipment or facility deployments;
- Fleet issues;
- Process reviews and audits;
- Training efforts; and
- Peer reviews.

For example, Augusta Transit conducts safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. Augusta Transit reports accidents in compliance with its Administrative Procedure (AP) “AP-002 Revenue vehicle Accident Investigation” (Appendix D). This AP lays out the responsibilities and duties that must be performed after an accident occurs by each job function. When an accident or an injury on a vehicle occurs, bus operators follow the Accident Procedures checklist. This form serves as the guide for operators who are involved in an accident and details how to properly handle and document the incident and properly communicate with passengers, law enforcement, supervisory staff, and management.

The Safety Department issues a comprehensive Final Incident Report generated by Safe Tracker (RATP-Dev proprietary software) to the RATP-Dev General Manager within 30 days of the accident, unless the investigation is continuing, in which case a status update report will be issued. This process allows Augusta Transit to track the findings and results of accident investigations to improve the agency’s safety protocols within SMS by monitoring safety trends.

Monitoring and measurement of our Safety Assurance program establishes a baseline which we can use to compare criteria and conditions at other specific points in time. Once a baseline is established through monitoring and measurement, data can be used as criteria in evaluating operations to reduce risk and overall safety objective/goal achievement. Ongoing monitoring is built into our operations, performed continually, and responsive to change. Ongoing monitoring

includes regular management and supervisory activities, comparisons, reconciliations, and other routine actions.

4.3 Safety Performance Measures and Targets – 673.11(a)(3)

Among the various KPIs that we use are the five safety performance measures that are required by the NPTSP:

- Fatalities – Total number of reportable fatalities and rate per total VRM by mode;
- Injuries – Total number of reportable injuries and rate per total VRM by mode;
- Safety Events – Total number of reportable events and rate per total VRM by mode; and
- System Reliability – Mean distance between major mechanical failures by mode.
- Assaults on Transit Workers

These SPTs are based on data submitted to the NTD. The SPTs were identified based on a 3-year rolling average of data from 2022 to 2024. Our annual performance targets for these measures for Fiscal Year (FY) 2026 are as below in **Table 5**. Additionally, these SPTs are reviewed and assessed by the safety committee to ensure consistency with risk reduction programs. These SPTs will be shared with ARTS and GDOT to aid in the planning process. Augusta Transit will coordinate with GDOT and ARTS in the selection of state and regional performance targets as requested.

In accordance with 49 USC 5329(d)(1)(I)(i), these SPTs are set to work towards a reduction of vehicular and pedestrian accidents involving buses. In order to reduce such events, Augusta Transit will utilize the SRM process. Mitigations that may be taken to reduce events may include measures to reduce visibility impairments that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments for bus operators.

Additionally, per 49 USC 5329(d)(1)(I)(ii), Augusta Transit will also continue to take further measures to mitigate assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, such as barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators. For this review, SCAT will conduct risk analyses to determine if such physical mitigations are necessary to reduce assaults and injuries to transit workers.

Table 5 – FY 2026 Safety Performance Targets

MB/DO (per 100,000 VRM)									
Mode - MB	**Fatalities**	**Rate of Fatalities**	**Injuries**	**Rate of Injuries**	**Assaults on Transit Workers**	**Rate of Assaults**	**Safety Events**	**Rate of Safety Events**	**System Reliability**
2022 Actual	0	0.00	1	0.23			1	0.23	1,482
2023 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	1,546
2024 Actual	0	0.00							

3-Year Average	0.00	0.00	0	0.08	0.00	0.00	0	0.08	1,621
2026 SPT (MB)	0.00	0.00	1.00	0.08	0.00	0.00	1.00	0.08	1,621

DR/DO (per 100,000 VRM)									
Mode - DR	**Fatalities**	**Rate of Fatalities**	**Injuries**	**Rate of Injuries**	**Assaults on Transit Workers**	**Rate of Assaults**	**Safety Events**	**Rate of Safety Events**	**System Reliability**
2022 Actual	0	0.00	0	0.00			2	1.43	5,369
2023 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	5,094
2024 Actual	0	0							
Average	0.00	0.00	0	0.00	0.00	0.00	0.67	0.48	6,416
2026 SPT (DR)	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.48	6,416

*Rate = Events per 100,000 VRM
**System Reliability = Miles between major mechanical failures

5 Safety Promotion

Safety promotion fosters a positive safety culture and improves safety performance by increasing safety awareness through training and communication. Appropriate training for all employees regardless of their position within the agency provides knowledge for a successful safety program. Through communication of lessons learned and safety performance data, employees are made aware of safety priorities and concerns as they relate to their individual job tasks and the entire organization.

5.1 Safety Training

In accordance with 49 USC Section 5329 (d)(H)(i)(II Augusta Transit will ensure all operations and maintenance personnel receive the necessary safety training, including refresher and de-escalation training. However, for contractor employees, the responsibility for providing safety training lies solely with the contractor. Moreover, August Transit maintains a comprehensive training program with elements directly identified regarding safety. All new and existing employees, whether in-house or under contract, undergo Safety Plan familiarization training. Employees at all levels of the agency need to understand 1) what the Safety Plan is, 2) how it supports the agency's mission, and 3) what their specific individual Safety Plan responsibilities are. Augusta Transit (including RATP-Dev) has developed job specifications for all job classifications which require certain skills training for personnel to perform job functions safely. For certain positions this will include initial as well as refresher training. Augusta Transit maintains records of all employees upon hire and manages their progress through training, annual recertification, and retraining, if required.

Our safety training programs include, but are not limited to, the following:

- De-escalation training;
- RATP-Dev New Employee Handbook;
- RATP-Dev Operator Training Program (developed by Traffic and Parking Control Co., Inc. (TAPCO);
- RATP-Dev Presentation: The ABC's of RATP Dev USA Safety Training;
- RATP-Dev Maintenance Employee Training Program;
- Defensive Driving Certification Program;
- Monthly operations division safety meetings; and
- Monthly maintenance division safety meetings.

Initial safety training conducted by RATP-Dev includes detailed information on Occupational Safety and Health Administration requirements, internal business safety requirements, and FTA safety regulations.

The RATP-Dev New Employee Handbook is distributed to all new employees at Augusta Transit as a supplement to classroom training. It outlines and details the following policies, documents, and procedures:

- Employee Memos (Safety & Training)
- Safety Violations Policy
- Substance Abuse Policy
- Bloodborne Pathogens Policy

- Electronic Communications Device Policy
- Accident Procedures
- Radio 10-codes
- Headlight Memo
- Parking Lot Memo
- Lot Speed Memo
- Emergency Brake Memo
- Tips for Alighting Passengers That Appear Under the Influence or are slow to move
- Railroad Crossings Memo
- Workplace Safety Rules
- General Safety Rules

5.2 Safety Communication

All employees, from the transit director and the RATP-Dev general manager to frontline personnel, shall communicate the virtues and requirements of this Safety Plan and program elements. Safety communication activities ensure that all employees and contractors are aware of the following goals and responsibilities:

- The observance of all agency standard operating procedures, policies, and plans;
- The need to systematically identify safety hazards, mitigate risk, and reduce fatalities and injuries resulting from transit operations;
- The need to reduce the injury incidence rate by minimizing exposure to unsafe conditions and reducing hazardous employee behavior;
- Providing safe and efficient transit services by ensuring that all vehicles, equipment, and facilities are regularly inspected, maintained, and serviced as needed; and
- Achieving 100 percent of scheduled routine inspections, preventative and regular maintenance work is completed on time, and essential repairs addressed in a designated time.

Further, Augusta Transit encourages employees and contractors to be mindful of their safety responsibilities, and we review various safety issues, recommendations, policies, etc. by various means which include but are not limited to:

- Employee Safety Reporting Program;
- Safety meetings;
- Bus operator meetings with supervisors and managers;
- Safety updates posted to bulletin boards checked daily by operators;
- Newsletters;
- City of Augusta safety bulletins;
- RATP-Dev safety bulletins;
- Monthly Safety Tip emails from the City Office of Risk Management;
- City of Augusta Annual Safety Training;
- City of Augusta Safety Recognition program;
- Monthly facility safety inspections;
- Text message alerts;

- Radio supervisor communication with operators;
- One-on-one communication between supervisors and frontline employees;
- Meetings with contractors;
- SCAT meetings;
- Safety announcements regularly disseminated to operators;
- Public address system safety reminders regularly broadcast at the Broad Street Transfer Facility; and
- Safety campaigns.

One of the key activities to maintain a positive and open safety communication loop is to hold the SCAT meeting. These meetings are an opportunity to discuss new and open safety issues, service system failures, workplace safety statistics, training, trespassing, and SPTs. These meetings also ensure that frontline staff can see a positive feedback loop of reported safety risks.

In addition to SCAT, RATP-Dev properties also convene monthly SSC meetings. The purpose of these meetings is to promote safety and safety culture, review safety data, discuss safety campaigns, and review outstanding hazards. See AP-001 – SSC Requirements (Appendix E) for further details on the meetings.

A positive safety culture focuses on finding and correcting systemic issues rather than finding someone or something to blame. A positive safety culture flourishes in an environment of trust, encouraging error-reporting and discouraging covering up mistakes. The need to address behavior that is malicious or recklessly negligent must be balanced with the need for a just culture that is not excessively punitive. A positive safety culture goes beyond simply adhering to procedures. It is demonstrated when employees carry out their duties correctly, with alertness, full knowledge, sound judgment, and a sense of accountability.

6 Operational Perspectives

6.1 Assaults On Transit Officers and Staff

Assaults on Augusta Transit officers and/or its Contractor's bus operators and other contract workers both on-board and in and around transit facilities must be reduced through the adoption of an Assault on Workers Plan. As a risk reduction measure, Augusta Transit to the extent allowed by law in partnership with its Contractor commits to reduce assaults on officers and workers in the transit system. Augusta Transit to the extent allowed by law in partnership with its Contractor will advance specific measures below to achieve this goal.

Throughout this plan "assault on a transit worker" is defined in 49 USC 5302 including the following: 'A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.'

6.2 De-escalation Training

Augusta Transit to the extent allowed by law in partnership with its Contractor will facilitate the expansion and improvement of de-escalation training for all transit officers and contract workers; this training shall be recurrent - happening at least once every twelve months - during working or operational hours - and shall allow transit officers and contract workers the opportunity to practice these skills with trained experts.

6.3 Assaults on Workers Plan

Augusta Transit and its Contractor and a labor representative of the Contractor (as a standing member of the Safety Committee) will establish an Assaults on Workers Plan during calendar year 2026 that address and/or facilitate the implementation of the following. Augusta Transit to the extent allowed by law in partnership with its Contractor shall implement the following measures and strategies to protect Augusta Transit officers and/or its Contractor's bus operators and other contract workers from assault.

- Installation of barriers or bus shields between bus operators and riders. Barriers or bus shields shall be tall enough to completely cover the operator when closed and extend across the entire workstation without obscuring views of driver mirrors; shall be strong enough to withstand the force of a human body ramming against it; shall be easily installed, maintained, and repaired by the Contractor's maintenance workforce; and shall be required for all buses entering service after 12/31/2024 thru 6/30/2026.
- Augusta Transit's Contractor will train its dispatchers and staff on the proper response to reports of assault across the transit system. This training shall include reinforcing the urgency of responding timeously and appropriately to reported assaults, proper protocols for connecting with law enforcement, and crisis management by 9/30/2026.
- Augusta Transit to the extent allowed by law in partnership with its Contractor continue to upgrade and maintain common areas used by Augusta Transit officers and Contractor staff, including parking lots. In addition, Augusta Transit to the extent allowed by law in

partnership with its Contractor will ensure adequate lighting, safe and secure areas where people congregate; full coverage of common areas by security cameras, and the implementation of other infrastructure and design elements that enhance safety and security for all users of Augusta Transit's facilities and vehicles by 9/30/2026.

- Augusta Transit to the extent allowed by law in partnership with its Contractor continue to engage in ongoing public information initiatives through posters, flyers and social media posts that target passengers and deter acts of violence through effectively communicating the legal and personal consequences of antisocial behavior.

6.4 Response To Physical Assaults

The Contractor in consultation with Augusta Transit shall adopt the following assault response protocols:

- Immediately contact law enforcement and request police presence at the site of the assault.
- Ensure the victim of the assault receives immediate medical and other necessary care and support if requested or incapacitated.
- Where feasible and within the Contractor's contractual responsibilities support and defend the victim of the assault throughout the response, the investigation and the treatment and recovery phases, if requested or incapacitated.
- Provide law enforcement with data and materials necessary to pursue assailants, including video surveillance if the victim so requests pursuing the offender in the courts. The union shall receive data electronically at the permission of the victim. Any data shared will not contain any information that may personally identify the victim.
- Provide the victim if a contract worker, with the resources necessary to fully recover and return to work, including leave, as necessary, for mental and physical recovery, work with law enforcement to convict their assailant (if requested by the victim), and other time off related to recovering from the assault.
- Implement a clear policy that bars anyone who assaults an Augusta Transit officer or Contractor staff from riding the system for a period of one year on a first offence depending on the severity or type of assault by 9/30/2026.

6.5 Continuous Review of Assaults

The process of reducing worker assaults must be a dynamic one. The Safety Committee shall review measures and strategies adopted on an ongoing basis, but at least quarterly, to assess effectiveness, review data collected, incorporate best practices from government regulators, other transit systems and law enforcement authorities, and develop and implement new strategies that are proven to work in assault reduction.

6.6 Refusal to Work in Unsafe Conditions

The Contractor will take reasonable measures in order to prevent and eliminate any present or potential job hazards that its employees may encounter at their places of work. The Contractor will work with the labor representatives representing Contractor's staff on all safety issues.

All Contractor staff shall have the opportunity to refuse to work in unsafe conditions whether perceived or real without penalty or retribution. Details of such an arrangement will be between the Contractor's staff and the labor representatives of the Contractor's staff if so represented.

Unsafe work includes tasks and/or projects that would be performed without proper safety preparations; tasks and projects without proper safety equipment; tasks which cannot be completed in their entirety under given time constraints; fatigued work; and tasks which would conflict with the directives and protections contained in this Safety Plan.

The Contractor's employee will notify the Contractor verbally and/or in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment. The Contractor, upon notification of any alleged unsafe condition, shall investigate such condition, and shall make adjustments in such condition, or alternatively, recommend to the party responsible for the premises that it make such adjustments, if, in the Contractor's investigation, the alleged unsafe condition is found to be a hazard to its employee. The Contractor will report back to its employee the adjustment or action to be taken to eliminate the verified hazard to its employee.

Contractor's employees shall immediately, or at the end of their shift, report all defects of equipment on a suitable form furnished by the Contractor. The Contractor shall not require any of its employees to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe. The final determination as to whether the equipment is in safe operating condition will be made by the Contractor's Maintenance Manager or their designee.

Disputes over whether work is unsafe shall be addressed by a joint labor-management resolution process. Furthermore, such a process will not involve Augusta Transit as Contractor staff are not Augusta, Georgia employees.

6.7 Fatigue Risk Management Plan

Augusta Transit to the extent allowed by law in partnership with its Contractor and a frontline Safety Committee member as a representative of a labor organization representing Contractor staff will establish a Fatigue Risk Management Plan (FRMP) during calendar year 2026 that will address and/or facilitate the implementation of the following.

- The Safety Committee recognizes that staffing decisions can elevate safety risks and shall work with the Contractor to review current policies and procedures on hours worked, scheduling, and time off between shifts.
- The Contractor shall ensure that bus operators, mechanics and other contract staff receive time off between shifts where necessary and to return to work properly rested and ready to begin the next shift safely.
- Operators, mechanics, and other contract staff have schedules that include time for meals and allow bathroom breaks by 6/30/2026.
- The Contractor shall institute new procedures that mitigate fatigue and health risks associated with hours worked, scheduling, and time off between shifts. This may mean a reduction in paid hours due to the maximum hours that can be worked each day. However current regular working hours will not be reduced by the results of an established Fatigue Risk Management Plan.

- On a quarterly basis, the Safety Committee shall meet to assess the effectiveness of any new measures adopted.

6.8 Pedestrian Knockdowns

Augusta Transit to the extent allowed by law in partnership with its Contractor and a labor organization representative as member of the Safety Committee will establish a Pedestrian Knockdowns plan during calendar year 2026 that will address and/or facilitate the implementation of the following interventions.

- The Contractor commits to reduce pedestrian knockdowns as a risk reduction measure. The Safety Committee shall review as necessary, but not less than quarterly, data from pedestrian knockdowns in the system including the location, time, and circumstances for each incident.
- The Safety Committee will review the trends and specifics of these knockdowns and recommend actions to prevent these accidents. These recommendations may include:
    - Adjusting schedules on identified problem routes to allow for longer wait times at busy crosswalks.
    - Utilizing technology such as GPS, collision avoidance, electronic mirrors, and sensors, to assist operators in recognizing and avoiding pedestrians.
    - Maintain transit equipment and work with the Augusta, Georgia Departments to keep streetlights, signs, and other infrastructure in good repair to make sure drivers and pedestrians can see, hear, and respond to each other.

6.9 Infectious Diseases

Augusta Transit is committed to mitigating the spread of and exposure to infectious diseases. Federal Transit Administration guidance declares that under the Infrastructure Investment and Jobs Act (IIJA), transit agencies must comply with either Centers for Disease Control or State Department of Health guidelines and best practices regarding infectious diseases. Augusta Transit shall consider and implement these guidelines and best practices in the public transportation system as soon as practical after they are issued or amended.

The Contractor shall implement transit-specific best practices including the highest rated Personal Protective Equipment (PPE) and products for vehicle and facility sanitation and cleaning.

Augusta Transit management representatives responsible for infectious disease mitigation shall submit progress reports, with data, twice a year to the Safety Committee.

6.10 Collection of and Access to Data

Augusta Transit is responsible for collecting and reporting required safety data to the Federal Transit Administration (FTA), Georgia Department of Transportation (GDOT) and law enforcement (Richmond County Sheriff). In order to perform its functions, the Safety Committee may have access to all safety data subject to the Georgia Open Records Request Act, O.C.G.A. § 50-18-70 et seq. Safety Committee members may submit requests for and receive specific types of data for review by the Safety Committee.

Augusta Transit will provide where possible, data upon request and in a timely manner to the Safety Committee. Collectively Safety Committee members may request data prior to beginning the annual process of reviewing and renewing the Public Transportation Agency Safety Plan (PTASP). Augusta Transit may prepare summaries of data in aggregate and provide this information to the Safety Committee.

Furthermore, in order to ensure the Safety Committee collectively has access to comprehensive safety data that considers frontline employee concerns, the processes for frontline workers to report safety concerns shall be easy to understand, quick to complete, and facilitated by Contractor staff.

6.11 Data Protection

The data disseminated during Safety Committee meetings may be sensitive, confidential and/or proprietary. Under no circumstances will any Safety Committee member be allowed to share this data with non-Safety Committee members. If necessary to comply with Federal, state, or local law, Augusta Transit or its Contractor will require Safety Committee members to sign non-disclosure or other agreements developed and/or approved by the Safety Committee to protect the sensitive, confidential and private information from public disclosure. Additionally, the unauthorized dissemination of any information shared, reviewed or presented to Safety Committee members in pursuance of their duties represents a violation of this restriction and may result in the suspension of the offending member/s from the Safety Committee.

6.12 Zero Emission Buses

As Augusta Transit meets its Climate Action Plan goals and moves towards a zero-emission fleet as envisioned in 49 USC 5339(c)(3)(D), the Safety Committee shall be informed on updates to the Climate Action Plan and Transition Plan periodically.

Members of the Safety Committee shall be given an opportunity to provide input and make recommendations to complement anticipated safety measures adopted in the procurement of zero-emission vehicles.

The Safety Committee shall meet as needed to ensure the safe integration of zero-emission vehicles into Augusta Transit revenue fleet. Augusta Transit to the extent allowed by law in partnership with its Contractor shall utilize and consider safety best practices as identified by the FTA, GDOT and Transit Workforce Center (TWC).

The Contractor will ensure that mechanics, technicians and other Contractor staff as needed working on electric engines and batteries and bus operators shall receive quality training and have access to high quality Personal Protective Equipment (PPE) specifically designed to ensure the safety of all and any workers in a high voltage work environment, whether they are inside a repair shop, operating a bus or responding to a bus breakdown.

A Safety Committee member represented by a labor organization shall have an officially designated position on the team responsible for developing and implementing training and safety protocols for workers in the transition to zero-emission vehicles by 06/30/2026 or when discussions regarding training begin whichever comes first. If there is a requirement of Safety

Committee members for offsite visits to identify safety best practices the cost of such visit will be borne by the representative organization of the Safety Committee member.

PPE shall meet the requirements outlined in National Fire Protection Association (NFPA) 70E, as well as the best practices listed in the manufacturer's maintenance/repair manuals. The Contractor shall allocate sufficient resources in its budget for this PPE and all necessary training to ensure a safe work environment.

7 Annual Update Process

The CSO will review and update this Safety Plan annually. The updated version will be preliminarily approved by the safety committee to be signed by the transit director and approved by the Augusta-Richmond County Commission. The newly authorized version will be reissued to all transit personnel for their perusal and comprehension. Augusta Transit will maintain all documents that are related to the implementation of this Safety Plan and results from SMS processes and activities. These documents will be made available upon request by the FTA or other related entities.

All such documents will be maintained for a minimum of 3 years after they are created. Per 49 USC 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Agusta Transit's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Augusta Transit will review the PTASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that this PTASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through Augusta Transit's annual Certifications and Assurances reporting to FTA.

The annual PTASP review will follow the update activities and schedule provided in **Table 6**.

Table 6 – Annual Review/Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Review Agency Operations											
Review SMS Documentation • *Safety Policy* • *Risk Management* • *Safety Assurance* • *Safety Promotion*											
Review Previous Targets and Set or Continue Targets											
Report Targets to NTD, Metropolitan Planning Organization											
Make Any Necessary Adjustments to PTASP											
Update Version No., Adopt & Certify Plan Compliance											★

Appendix A: Public Transportation Agency Safety Plan Relationship to Other Federal Laws and Regulations

1. Public Transportation Safety Program Rule - 49 USC § 5329

The Public Transportation Safety Program Rule establishes substantive and procedural rules for the FTA's administration of the Public Transportation Safety Program authorized by 49 USC § 5329. The rule establishes the FTA's SMS approach to the development and implementation of the Safety Program. Further, it sets rules of practice for the FTA's enforcement authority and describes the contents of a NPTSP.

National Public Transportation Safety Plan – Section 5329(b)

Through the NPTSP, the FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States. NPTSP is a policy document, communications tool, and a repository of standards, guidance, best practices, tolls, technical assistance, and other resources.

This Safety Plan was written in accordance with the Public Transportation Safety Program Rule and the NPTSP.

2. Public Transportation Agency Safety Plan Rule – 49 CFR Part 673

The FTA published a final rule for PTASP as authorized by MAP-21. This final rule requires States and certain operators of public transportation systems that receive federal financial assistance under Urbanized Area Formula Program (49 USC § 5307) to develop safety plans that include the processes and procedures to implement SMSs. Transit operators must certify they have a safety plan, meeting the requirements of the rule, in place by July 20, 2020.

3. Transit Asset Management Rule – 49 CFR Part 625

The PTASP final rule applies to only Section 5307 recipients and sub-recipients, and the TAM rule applies to all operators of public transit. However, the two plans can support one another by providing useful data for agency use and NTD reporting. Pursuant to 49 CFR Part 625, condition assessments were performed as part of SRM and Safety Assurance activities. The results of TAM condition assessments and subsequent SMS analysis can help prioritize a transit agency's TAM Plan elements. Condition assessments help identify potential safety issues, which could undergo a safety risk assessment as part of SRM. Further, TAM data and analysis can also be used for performance monitoring and measurement as part of Safety Assurance. Results of safety risk assessments and safety performance monitoring and measurement can guide the prioritization of an asset for repair or replacement.

4. National Transit Database Rule 49 USC 5335(a)

Transit agency's receiving funding from the Urbanized Area Formula Program (5307) or Rural Formula Program (5311) are required to submit data to the NTD in uniform categories. Agencies submit reports to NTD each fiscal year. The PTASP rule and NTD reporting rule are related, as both rules require agencies to track data based on the same data points; fatalities, injuries, and

safety events per total revenue vehicle mile by mode, with the additional requirement of mean distance between major mechanical failures.

Appendix B: Approval by Governing Body

I hereby certify on behalf of Augusta Transit, that on _____, 2025, the Augusta-Richmond County Commission approved the enclosed Agency Safety Plan in accordance with 49 CFR 673.11(a)(1).

Signature of Authorized Official: _____

Printed Name and Title: _____

Date: _____

Appendix C: GDOT Plan Certification

[ATTACH CERTIFICATION LETTER]

Appendix D: AAP 002 Revenue Vehicle Accident Investigation

RATP Dev USA Corporate Safety

ADMINISTRATIVE PROCEDURES

TITLE **REVENUE VEHICLE ACCIDENT INVESTIGATION**	NO. 002
	EFFECTIVE April 1, 2020
Prepared By VP, Safety and Security	Issued By VP, Safety and Security

1.0 PURPOSE/SCOPE

1.1 This Administrative Procedure establishes the procedures for RATP Dev USA employees to conduct investigations of accidents involving revenue vehicles and operations. This includes how the personnel of RATP Dev USA initially report, respond to, and investigate accidents. The procedures established herein will be adhered to by employees in all Divisions and Departments within RATP Dev USA where we own the risk.

1.2 The procedures herein apply to any accident in which a person or persons are injured or property damage is incurred as a result of a vehicle mechanical failure/mishap (i.e. vehicle fire, pantograph entanglement, derailment etc.) and/or vehicle collision, which involves any revenue vehicle operated by an RATP DEV USA employee acting as an agent for RATP Dev USA or the Client. This includes accidents and/or vehicle mechanical failure/mishap which involve the general public either in vehicular accidents, passenger accidents, or accidents which occur on RATP DEV USA/Client property. This procedure refers to revenue service vehicles. Sections 7.1 NOTIFICATION and Section 7.2 AT THE SCENE ACTIVITIES AND RESPONSIBILITIES are also applicable to non-revenue vehicles.

1.3 This procedure can apply to industrial accidents if the reporting format best reduces or mitigates risk of future damages. Crimes are not covered under this format.

1.4 ***Employees in all RATP DEV USA departments are required to cooperate and share information on investigations of accidents and/or vehicle mechanical failure/mishap to ensure that causes and contributing factors can be identified and remedial action taken.***

2.0 REFERENCES

2.1 This procedure was developed in conjunction with RATP Dev USA System Safety SMS and existing policy/procedures.

2.2 Specific References include:

- Non-Revenue Vehicle Accident Procedures
- AP-003 Accident Investigation Reports

3.0 DEFINITIONS

3.1 **Accident:** An unforeseen event or occurrence, which causes property damage, personal injuries or fatalities, or any combination thereof.

3.2 **Collision:** An accident involving undesired/unplanned contact between RATP DEV USA vehicles; between a RATP DEV USA vehicle and another vehicle; between a RATP DEV USA vehicle and a stationary object; between a RATP DEV USA vehicle and work equipment; between a RATP DEV USA vehicle and a pedestrian or an individual on the rail right-of-way; between a RATP DEV USA vehicle and a bicyclist.

3.3 **Damage:** Includes damage to RATP DEV USA equipment and any other property involved in the accident.

3.4 **Damage – Major:** Damage to RATP DEV USA or vehicles that require a tow from the scene or are otherwise disabled and/or property damage that requires immediate, temporary repairs.

3.5 **Damage – Minor:** Damage to RATP DEV USA or other vehicles that does not disable them and/or property damage that does not require immediate, temporary repairs.

3.6 **Derailment:** When the normal relationship between the “head of the rail” and the “tread of the wheel” are lost. A wheel, whose flange is on top of the head of the rail/switch point/frog, is considered to be derailed. Likewise, a wheel that is suspended above a rail, whether or not the act of lowering the wheel directly to the rail’s head will result in the wheel being re-railed is considered to be derailed.

3.7 **Fatality:** A victim of an accident is pronounced dead by medical professional.

3.8 **Fatal Accident (Rail):** A fatality at the scene; or where an individual is confirmed dead within thirty (30) days of a rail transit-related accident.

3.9 **Fatal Accident (Bus/Paratransit/Non-Revenue):** A fatality at the scene; or where an individual is confirmed dead within 24 hours after the accident.

3.10 **Fire:** An unexpected event that results in the release of smoke and flame, either from an electrical or mechanical defect, or of undetermined origin that results in personal injury or damage to the vehicle or its components. When a fire is caused by a mechanical defect the accident will be classified as a mechanical failure. The rationale for this being that the accident should be classified to reflect the initial condition that resulted in the accident.

3.10.1 **Class A Fires:** Class A fires involve ordinary combustible materials like paper, wood and fabrics, rubber. Most of the times, this type of fire is effectively quenched by water or insulating by suitable chemical agent.

3.10.2 **Class B Fires:** Class B fires mostly involve flammable liquids (like gasoline, oils, greases, tars, paints etc.) and flammable gases. Dry chemicals and carbon dioxide are typically used to extinguish these fires.

3.10.3 **Class C Fires:** Class C fires involve live electrical equipment like motors, generators, and other appliances. For safety reasons, non-conducting extinguishing agents such as dry chemicals or carbon dioxide are usually used to put out these fires.

3.10.4 **Arson:** The act of intentionally or recklessly setting fire to another's property in order to damage or destroy (i.e. Person lights a fire on a vehicle or at a station) – **Security Issue**.

3.11 **Hard Couple (Rail):** Accidents resulting from contact between equipment where the contact is planned and desired but results in damage to equipment. A contact incident that results in damage to equipment, regardless of cost, may not be classified as a hard couple as no intent, or requirement, to make a couple existed. Hard couples must be reported to the Operations Control Center (OCC).

3.12 **Incident:** An unforeseen event or occurrence which does not necessarily result in death, injury or property damage.

3.13 **Injury:** Includes physical harm or damage to a passenger(s), operator and others directly involved in an accident.

3.14 **Injury – Apparent:** Any accident that causes any person to show evidence of an abrasion, bruise, swelling, burns, limping or obviously painful movement and/or bleeding wound, distorted member, etc. or causes any person to receive medical treatment at the scene of the accident or to be transported to a hospital of treatment.

3.15 **Injury – Claimed:** No apparent evidence of injury to any person involved in the accident by the observer but claimed by a person.

3.16 **Injuries – Multiple:** All accidents in which two or more persons are injured.

3.17 **Mechanical Failure Accident:** An accident caused by the failure of a component or assembly that causes the vehicle to malfunction regardless of whether the failure occurred because of human error, maintenance, or design deficiencies. An accident will also be classified as a mechanical failure if an operator alleges that

such failure has occurred and was the cause of the accident, whether or not the allegation is found to be true.

3.18 **Near Miss:** All incidents which did not involve personal injury or damage to equipment or property but could have resulted in death or serious injury.

3.19 **Obstruction Accident:** An accident involving contact between rail vehicles/equipment with other miscellaneous objects, such as construction materials, mattresses, televisions sets, shopping carts, etc. which cause light to negligible damage and does not result in a derailment. All obstruction accidents must be reported to OCC.

3.20 **Property:** Vehicles, equipment or other physical objects that are owned/leased by the RATP DEV USA/Client or others that were involved in an accident.

3.21 **Yard Tracks (on Mainline):** Mainline tracks that have been taken out-of-service under the provisions of a Work Order/General Order. Rail transit incidents that occur on these tracks will be considered to be “Yard” incidents unless the incident affects mainline service or meets the injury and fatality criteria thresholds.

4.0 GOALS/OBJECTIVES

The following accident investigation objectives are:

4.1 To conserve life and property and provide immediate assistance.

4.2 Determining the sequence of events leading to failure.

4.3 To determine the cause of the accident:

- Procedural
- Training
- Quality Control
- Communications
- Management System
- Human Engineering
- Work Direction
- Human Performance
- Equipment/Mechanical Failure
- Natural Disaster/Sabotage
- Other

4.4 Find methods to prevent the accident from recurring.

4.5 Develop a corrective action plan.

4.6 Implement the corrective action plan.

4.7 To provide concise, accurate, appropriate, and timely information.

4.8 Evaluate the effectiveness of the corrective action plan.

4.9 Make changes for continuous improvement.

5.0 TASKS

5.1 The following three tasks are established and must be accomplished to ensure a complete and thorough accident investigation:

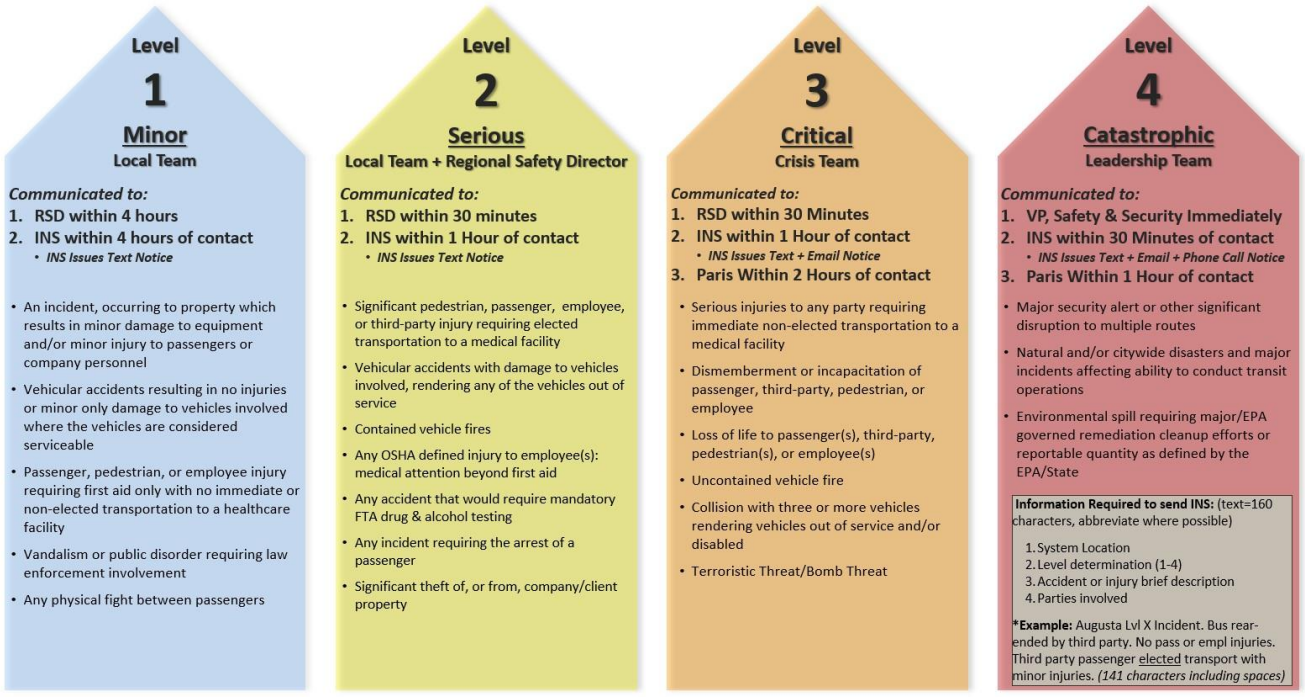
- Notification
- At the scene activities and responsibilities
- Follow-up activities and responsibilities

5.2 Each of these tasks is dependent upon the successful achievement of the preceding task. Each task is equally critical to completion of the accident investigation.

6.0 ACCIDENT STATUS

6.1 Four accident levels are established which regulate what RATP DEV USA personnel positions/departments will be notified, respond to, and generate some form of a report as specified later in these procedures. This shall be referred to as the "Accident Status." The Accident Status Levels and description of each level are as follows:

Incident Notification Levels 1-4



6.2 In the event an accident status level is borderline, the accident status shall be upgraded to the next level of seriousness.

Note: Rail Incidents including accidents resulting in damage of $150,000 or more to railroad and nonrailroad property (preliminary assessment), and accidents resulting in $25,000 more to a passenger train (preliminary assessment) will be classified as level 3. All rail vehicle fires will be classified as Level 3.

7.0 PROCEDURES

7.1 NOTIFICATION

7.1.1 The operator (or other RATP DEV USA employee) notifies the Operations Control Center (Bus, Rail and Non-Revenue) or Paratransit Control of his/her involvement in an accident stating:

- Vehicle Information (Block # and Vehicle(s) #)
- Route Information
- Location
- Direction of Travel
- Accident Description
- Number of persons claiming injury and/or requiring medical assistance
- Damage Assessment
- Towing Assistance
- Any other assistance that may be required (i.e. EMS, Fire and/or Police)

7.1.2 This notification shall be done by radio, unless the vehicle radio is inoperable, in which case some type of phone should be used in calling.

7.1.3 Buses equipped with buttons for certain events shall be used. These codes may include, but are not limited to:

- Covert:
- Overt: 9-1-1 Situation, but the operator is not in danger
- Fire on Vehicle
- Collision with Vehicle – EMS Required
- Passenger Accident – EMS Required
- Priority Injury/Illness – EMS Required
- Collision/Accident – EMS Required
- Passenger/Operator Sick – EMS Required
- Pedestrian Struck by RATP DEV USA – EMS Required
- Disturbance on Vehicle – EMS Required
- Non-RATP DEV USA Related – EMS Required
- Assault/Robbery/Disturbance – Injury
- Other – Police Required
- 1Emergency – Non-RATP DEV USA

7.1.4 Rail and Paratransit shall report the accident status verbally by radio/phone.

7.1.5 All others will contact their respective Operation Control Center by direct radio communications stating their call sign, giving the specific information previously mentioned.

7.1.6 The respective Control Center Personnel shall notify relevant departments, services, and RATP DEV USA personnel, listed in priority order. Levels 3 and 4 require notification to Senior RATP Dev USA Management

Whenever contacting RATP DEV USA personnel the Radio Controller shall identify the seriousness of the accident by opening his/her report with the Accident Level.

NOTE: In the event the Accident Level becomes upgraded, the Radio Controller will again activate the notification sequence.

1. Corporate Safety Department will be notified of all **Level 3 and 4** accidents.

2. As required, the Local Safety Manager will contact the State Department of Transportation (ODOT) and FTA regarding the following **Rail** Accidents/Incidents:

   i. Fatality at the scene or where an individual is confirmed dead within 30 days of a rail transit related incident
   ii. One or more persons suffering serious injury
   iii. A collision between a rail transit vehicle and another rail transit vehicle
   iv. A collision at a grade crossing
   v. A collision with an object
   vi. Evacuation due to life safety reason
   vii. Any derailment (mainline or yard) viii. Fires resulting in serious injury or fatality

b. NTSB must be contacted by the Safety Department within 2 hours of the following Rail Accidents/Incidents at 1-800-424-0201:

   i. Passenger or employee fatality (except suicide and exclude trespassers)
   ii. Two or more passengers or crewmembers seriously injured or hospitalized
   iii. Accident requiring emergency evacuation of passengers from the train
   iv. Fatality at Grade Crossing with death occurs 24 hours of

accident

v. Accident resulting in damage of $150,000 or more to railroad
and non-railroad property (preliminary assessment)

vi. An accident resulting in $25,000 more to a passenger train (preliminary assessment)

3. VP, Risk will be notified by phone.

4. The General Manager will be notified via phone

5. Appropriate Managers (i.e. Transportation, Equipment, Facilities Maintenance) will be notified and response is discretionary

6. Other support services (e.g., towing company)

7. Business Development will be contacted for information purposes as needed

8. **The incident notification system to be used is SMARTNOTICE.**

7.1.7 The respective Control Center Personnel will contact the designated individuals. Individuals who must respond to the scene must immediately contact the Operations Control Center. If the respective Control Center Personnel is not contacted by the individuals who must respond to the scene, the Control Center will contact the alternate(s) for the individual(s).

7.1.8 All individuals who are in the designated notification process shall appoint one alternate in the event they cannot be reached by one of the Control Centers.

7.1.9 The notification process **shall be completed within fifteen (15) minutes of the Operations Control Center being informed** of the accident.

7.2 AT THE SCENE ACTIVITIES AND RESPONSIBILITIES

Responsibility for and command of the accident scene depends on the Accident Status Level. This order shall be as follows:

- The Fire Commanding Officer during rescue, firefighting or hazardous materials incidents.

- Local Police Jurisdiction when investigation or clearing scene upon nonRATP DEV USA/Client controlled property.

- Safety Department, upon arrival where appropriate.

7.2.1 Protection of the Accident Scene:

A. Take steps to prevent further injury and damage by:

1 Blocking the scene - with vehicles, tape, etc.

2 Moving passengers and others to a safe place, if necessary

3 Close off bus or rail car(s) or paratransit vehicles, if possible, to prevent people from entering. This effort is to prevent fraudulent claims.

B. Ensure evidence and the physical circumstances at the scene are preserved as much as possible.

C. Access to the scene should be controlled. Only police, medical, fire and authorized RATP DEV USA/Client personnel shall be allowed access to RATP DEV USA/Client property at the scene.

D. Protection of the accident scene shall be accomplished by the Transportation Supervisor, until such time as the Police arrive, if responding.

7.2.2 Immediate Actions to be Taken:

A. Transportation Supervisor or first at the accident scene for all levels are responsible for:

1. Protect and assist the injured.

2. Ensure resources are enroute (i.e., Fire, Rescue, Police, Towing Company).

3. Protect the accident scene in accordance with 7.2.1

B. Transportation Supervisors are responsible for:

1. Arrange for transportation of vehicle Operator for Drug/Alcohol Test, if the criteria level is met under the RATP DEV USA Drug /Alcohol program and Operator is not hospitalized. See 7.3.2 (B), if operator is hospitalized.

a. The Transportation Supervisor must use a Substance Abuse Assessment Form to determine if the operator is to be tested under RATP DEV USA Policy or FTA Regulations.

C. Responsibilities to clear scene, when appropriate will be as follows:

1. Responding Safety and Transportation Supervisor personnel should work together and with local First Responders in order to determine when to report the scene is clear.

NOTE: In all cases, the Safety Department, if present, will notify the ranking Operations person when the on-scene accident investigation is complete and equipment may be restored to service, returned to the facility or isolated. **RATP Dev USA Safety personnel shall be the last persons to leave the scene.**

7.1.1 Collection of Information

A. Take photographs

1. of accident scene (near and far)

   a. try to get pictures with landmarks (i.e. poles, buildings, intersections)

2. of debris field

3. of vehicle(s), building(s), object(s) (near, far, underneath and above – if possible)

   a. try to get pictures of the damage from different angles

   b. try to get pictures of contact evidence (i.e. scratches & scrapes, scuff marks)

4. of people involved (i.e. pedestrians, bicyclist, other vehicle operator/passengers)

   a. try to get pictures of the resting place of the person if contact was made, injuries or contact evidence (i.e. blood, skin, hair)

B. Video

1. Request video from RATP DEV USA Vehicles (vehicles involved or near the accident)

2. Request the video from adjacent buildings, businesses and stations.

C. Gather names, call signs, unit numbers, or departments

1. of injured parties

2. of witnesses, including non-passengers

3. of all parties involved in the accident

4. of RATP DEV USA Operator(s)

5. of RATP DEV USA Personnel at the scene (i.e. supervisors, mechanics, maintainers, Transit Police)

6. of EMS Crew(s), Fire Department(s), Police, and/or Towing Service

D. Take measurements

1. of vehicle(s) resting points from point(s) of impact
   a. RATP DEV USA Vehicles
   b. Other Vehicles (i.e. cars, trucks, motorcycles, bicycles)

2. of a person's resting point from point of contact

3. of vehicle(s) resting points from landmarks (i.e. Target Stop, Intersection, Stop Sign, Catenary Pole, Signal, Station)

4. of debris field

5. of skid marks or other tire/wheel marks or wheel climb on rails

6. of contact markings/damage on vehicle(s) or other objects (i.e. poles, guard, walls, fencing, supports, barriers, rail, ties)

E. Derailment Investigation

1. Properties must conduct a Derailment Investigation on all forms of derailments (i.e. revenue trains, non-revenue trains, rail equipment, etc.).
2. Properties must utilize derailment SOP procedures. **Properties are required** to forward a copy of the completed Derailment Investigation to the Corporate Safety Department upon completion of investigation.

F. Establish initial damage assessment

1. of RATP DEV USA/Client property

2. of other property

3. total property damage

G. Interview

1. Operator
2. Injured parties
3. All parties involved in the accident
4. Witnesses, including non-passengers
5. RATP DEV USA Personnel at the scene

7.3 FOLLOW-UP INVESTIGATION

7.3.1 Vehicle Isolation

A. Bus/Paratransit/Rail/Non-Revenue Vehicles

1. All RATP DEV USA bus, paratransit, rail and non-revenue vehicles involved in an accident where continued operation cannot or is permitted will be isolated at garage/yard.

B. Isolated Vehicles

1. All RATP DEV USA vehicles that are isolated shall be placed into a secured/locked area.
2. The secured/locked area shall be sealed with evidence tape with a Vehicle Isolation Form affixed to the vehicle with the date, name and department of who isolated the vehicle.
3. If equipment is too large to secure in an enclosed, secure area, it shall be cordoned off with police evidence tape, doors, compartments, entrances/exits shall be sealed with evidence tape and a Vehicle Isolation Form affixed to the inside windshield(s) of the vehicle(s).
4. **Access to the vehicles shall be authorized by the local Safety Department.** When accessing the vehicles, the access section of the Vehicle Isolation Form must be completed indicating the date, name, department or agency and reason for accessing the vehicle. Any concerns regarding access to a vehicle must be addressed to VP, Safety & Security and/or VP, Risk.

C. Vehicle Release

1. Any vehicle isolated shall not be repaired or returned to revenue service until a Post-Incident Inspection has been completed and the Vehicle Isolation Form has been signed as receiving written authorization from the Safety Department. Corporate Safety and Risk at times may need to authorize release of the vehicle(s).

2. The local Safety Department will check with the respective parties involved in the accident investigation to confirm that they have completed their examination of the involved vehicle, prior to release.

3. Upon completion of all repairs the respective RATP DEV USA Equipment Department will issue a report to the local Safety Department indicating the vehicle is safe for returning to service.

4. The Vehicle Isolation Form is to be kept on file in the respective Equipment Office, along with a copy of the authorization releasing the vehicle.

7.3.2 Accident Investigation Documents and Reviews

A. **Post-Accident Review** – The local Safety Department Personnel will contact all necessary departments within 1 business day after the accident to discuss the details and possible cause. Communication between the local Safety Department and other affected Departments will continue throughout the investigation. All Departments must share information concerning details, a possible cause(s) and remedial measures until the investigation is complete.

B. **Drug/Alcohol Test Results** - When an accident meets the drug/alcohol test criteria as defined in the Drug & Alcohol Policy for Safety-Sensitive Employees, and Substance Abuse Assessment Form, test results are reported to the Safety Department and/or HR. All post-accident testing is performed on an immediate (“stat”) basis 24 hours a day/7 days a week to provide expeditious information. Results of a negative drug test are generally known within 48 hours. Positive drug test results may not be known for 72 hours. Alcohol results are known immediately after testing and are provided verbally to the transporting supervisor.

1. In order to maintain the confidentiality of testing information, identified personnel can contact HR to obtain the results of any post-accident drug and alcohol test. Verbal information will be given; however, hard copy of test results will not be provided,

2. In the event an employee is seriously injured, unconscious or dead, rendering the employee incapable of giving consent, post-accident testing cannot be performed per FTA regulations. However, testing may be performed by an applicable law enforcement agency, and the results may be requested from that agency.

C. **Claims Investigation** – Appropriate claims wills be submitted within 0-3 business days whenever possible to ensure timeliness.

D. **Equipment Department Review and Report** - The respective vehicle maintenance section shall complete their review of the vehicle within thirty-six (36) hours after the accident or by 5:00 P.M. Monday if accident occurred Friday night, Saturday or Sunday, unless the vehicle is isolated. If vehicle is isolated, the respective equipment section review will not be conducted until the vehicle is released, unless otherwise requested by the local Safety Department. A Post-Incident Inspection Report will be generated, and copies forwarded to the local Safety Department upon completion of the review.

1. This Post-Incident Inspection Report shall include the following:

- A comprehensive damage assessment and cost estimate for repairs

- A preliminary determination as to whether any component failed and thereby contributed to the accident

F. **Supervisor's Accident Investigation)** The Transportation Supervisor shall complete the Supervisor's Accident Investigation report prior to the end of
their shift. A copy will be sent to the Safety Department by noon of the next business day.

G. **Operator's Accident Report** – The appropriate accident report shall be completed by the Operator(s) involved in the accident prior to the end of the employee's shift or run, unless the employee is hospitalized. This report will be submitted to the Transportation Supervisor/dispatcher and reviewed for clarity and completeness. The District will retain their copy, forward the original to the local Safety Department by noon the next business day.

1. In the event the operator is seriously injured, unconscious or hospitalized this report will be completed immediately upon their return to work, if it was not completed prior to their return to work.

H. **Operator's Statement** - A written or recorded statement will be obtained from the operator involved in the accident.

I. **Witness Statements** - The Transportation Supervisor will attempt to obtain interviews with any witnesses at the scene, including a narrative report of the interview in the body of the Supervisor's Accident Report.

J. **External Reports** - Depending on the circumstances and/or severity of the accident, external reports may be requested. Usually these reports will be requested by and through the local Safety Department. External Reports may include, but are not limited to:

1. Municipal Police Reports
2. Emergency Medical Service Reports
3. Fire Department Reports
4. Coroner's Reports
5. Hospital Reports
6. Original Equipment Manufacturers Reports
7. Accident Reconstruction Reports
8. Other Special Reports

K. **Safety Department Investigation and Reports:**

1. The Safety Department will complete a comprehensive accident investigation report for the following:
    a. All Bus/Paratransit/Rail accidents responded to by the Safety Department
    b. All rail reportable incidents that meet FTA and/or NTSB notification requirements and/ or state-reportable events.
    c. Other accidents as directed by the General Manager or the local Safety Manager.
2. The initial *Incident Fact Sheet* will be forwarded to the General Manager by the close of business on the first business day after the accident. The Safety Department will review the report status daily and update/revise as information is received. **All *Incident Fact Sheets* will be placed in CORUSON where available.**
3. The Safety Department shall issue a comprehensive Final Incident Report to the General Manager within thirty (30) days of

the accident, unless the investigation is continuing, in which case a status update report will be issued**. All *Final Incident Reports* will be placed in CORUSON where available.**

4. Final reports will follow a standard format covering cause/contributory factors, root cause and recommendations for corrective or remedial actions to minimize potential for similar accidents in the future.

5. ***All RATP DEV USA employees are directed to cooperate fully with the local Safety Department in their endeavors of the accident investigation.***

7.1.2 8.0 REPORT RELEASE

General Manager, with advice of RATP Dev Counsel, will determine the distribution and/or release of the Safety Report described under Section 7.3.2 (K)(1).

7.1.3 9.0 MEDIA RELATIONS

Media inquiries at the scene or subsequently thereafter shall be referred to the RATP Dev USA Media Relations Manager/Business Development Department/Client Media Relations team. The only deviation from this policy will be at the direction of the VP, Business Development or the Media Relations Manager.

7.1.4 10.0 RESPONSIBILITY

It is the responsibility of all RATP Dev USA employees to comply with this administrative procedure as may be applicable.

7.1.5 11.0 Referenced Documents

A. Bus Collision Accident Report
B. Bus Passenger Accident Report C. Rail Collision Accident Report
D. Rail Passenger Accident Report
E. Supervisor's Accident Investigation Report
F. Substance Abuse Assessment Form
G. Incident Report
H. Logging Tape: Playback or Copy
I. Vehicle Isolation Form
RATP Dev USA Derailment Investigation Report

Administrative Services Committee Meeting

Meeting Date:

2026 – Fire Department Tahoe Purchases

Department: Central Services – Fleet Management

Presenter: Horace Green; Central Services Director

Caption: Motion to approve the purchase of five Chevrolet Tahoe's, at a total cost of $276,373 from Hardy Chevrolet and total upfitting cost of $28,912 from West Warning Equipment Sales & Service, LLC for the Fire department.

Background: Augusta Richmond County Fire department is requesting the purchase of the following five vehicles using allocated funds for vehicles. One Tahoe will be new and the other four will replace four old vehicles that have surpassed the replacement criteria. Central Services-Fleet Management has consulted with the office to ensure the vehicle specifications meet the department's operational needs.

Current Asset	New Asset	Akins Ford Dodge	West Warning	Total Cost
204040 Ford Expedition	2026 Chevrolet Tahoe 2WD	$53,874.50	$6,506.00	$60,380.50
208089 Ford Expedition	2026 Chevrolet Tahoe 2WD	$53,874.50	$6,506.00	$60,380.50
208090 Ford Expedition	2026 Chevrolet Tahoe 4WD	$56,208.00	$5,300.00	$61,508.00
208091 Ford Expedition	2026 Chevrolet Tahoe 4WD	$56,208.00	$5,300.00	$61,508.00
New Request	2026 Chevrolet Tahoe 4WD	$56,208.00	$5,300.00	$61,508.00
Total Cost for Replacements		**$276,373.00**	**$28,912.00**	**$305,285.00**

Fleet Management requested approval from the Procurement department to issue a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approval is obtained, Fleet Management will acquire the purchase order and submit it to the vendor to secure the asset purchases.

Analysis: The Procurement Department approved the request and issued a letter of intent to purchase the five vehicles from Hardy Chevrolet and upfitting from West Warning Equipment Sales & Service, LLC utilizing Fire funds acct #274-03-4110/54-22110.

Financial Impact: Fire funds – (274-03-4110/54-22110) - $305,285

Alternatives: (1) Approve (2) Do not approve

Recommendation: Motion to approve the purchase of five Chevrolet Tahoe's, at a total cost of $276,373 from Hardy Chevrolet and total upfitting cost of $28,912 from West Warning Equipment Sales & Service, LLC for the Fire department.

REVIEWED AND APPROVED BY: N/A

PROCUREMENT DEPARTMENT

Andy Penick, CPSM, GCPM, GCPA, MBA
Director of Procurement

LETTER OF INTENT TO PURCHASE VEHICLES FROM HARDY CHEVROLET

This letter of intent dated, **October 1, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **Two (2) 2026 Chevrolet Tahoe 2WD's and Three (3) 2026 Chevrolet Tahoe 4WD's** for the below listed Departments:

Statewide Contract Number: SWC 99999-001-SPD0000183-0002
Vehicles: Two (2) 2026 Chevrolet Tahoe 2WD's and Three (3) 2026 Chevrolet Tahoe 4WD's
Contract Effective Date: January 4, 2022 – January 3, 2026

The specific specifications and pricing information for this purchase are attached.

1. **Buyer**: Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller**: Hardy Chevrolet Buick GMC, Inc. Attn: Colt Deems, Fleet Director
   1249 Charles Hardy Parkway Dallas, GA 30157-1181
3. **Vehicles Total Purchase Price**: $276,373.00
4. **Source:** Georgia Statewide Contract Number SWC 99999-001-SPD0000183-0002

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
Two (2) 2026 Chevrolet Tahoe 2WD	Augusta Richmond County Fire Department		$107,749.00
Three (3) 2026 Chevrolet Tahoe 4WD	Augusta Richmond County Fire Department		$168,624.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Sincerely,

Andy Penick, CPSM, GCPM, GCPA, MBA

Attachments: Vehicle Purchase Price /Specifications/Quotes

535 Telfair Street, Suite 605, Augusta, GA 30901
Ph: (706) 821-2422 / Email: procadministrative@augustaga.gov

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Fire	Date:	23-Sep-25
Org Key:	274-03-4110		
Vehicle Description:	2008 Ford Expedition	Asset Number:	**208090**
Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to the Fire Marshal.		
Signature of Director/Elected Official:			
Name of Director/Elected Official:			
Purchase Date:	5/20/2008		
Purchase Price:	$26,832.00		
Current Mileage:	123,701	Current Hours:	N/A

Replacement Criteria Scoring

	Score	Details
Miles/Hours	12	Mileage will reach 125K before delivery
Type of Service	3	
M&R Cost	3	60% or $15,980.31 work orders
Reliability	3	
Condition	4	
Total Score	**25**	

Fleet Manager Recommendation:

The mileage is 123,701 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The mileage will reach 125K before the new vehicle is delivered. The total vehicle expenses are 60% of the purchase price and the Fire Department has determined that no additional funds will be spent on this vehicle. The vehicle will be replaced with a Chevrolet Tahoe.

Planned Replacement Year:	
Funding Source:	Fire Department Fund Allocation
Fleet Manager Approval:	Laquana Porter
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Fire	Date:	23-Sep-25
Org Key:	274-03-4110		
Vehicle Description:	2004 Ford Expedition	Asset Number:	**204040**

Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to the Training Chief.

Signature of Director/Elected Official: Leonard K Bradley

Name of Director/Elected Official: Leonard K Bradley Deputy Chief

Purchase Date:	6/15/2004		
Purchase Price:	$31,802.00		
Current Mileage:	167,702		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	17	
Type of Service	3	
M&R Cost	4	81% or $25,669.10 work orders
Reliability	3	
Condition	4	
Total Score	**31**	

Fleet Manager Recommendation:

The mileage is 167,702 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The total vehicle expenses are 80% of the purchase price and the Fire Department has determined that no additional funds will be spent on this vehicle. The vehicle will be replaced with a Chevrolet Tahoe.

Planned Replacement Year:	
Funding Source:	Fire Department Fund Allocation

Fleet Manager Approval:	Laquana Porter
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Department

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Fire	Date:	23-Sep-25
Org Key:	274-03-4110		
Vehicle Description:	2008 Ford Expedition	Asset Number:	**208089**
Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to the EMS Chief.		
Signature of Director/Elected Official:	L. Delaney Brantley		
Name of Director/Elected Official:	Leone K Brantley Deputy Chief		
Purchase Date:	5/20/2008		
Purchase Price:	$28,332.00		
Current Mileage:	190,488		
		Current Hours:	N/A

Replacement Criteria Scoring

	Score	Details
Miles/Hours	19	
Type of Service	3	
M&R Cost	2	42% or $11,795.77 work orders
Reliability	3	
Condition	4	
Total Score	**31**	

Fleet Manager Recommendation:

The mileage is 190,488 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The vehicle will be replaced with a Chevrolet Tahoe.

Planned Replacement Year:	
Funding Source:	Fire Department Fund Allocation
Fleet Manager Approval:	Laquana Porter
Name of Fleet Manager:	Laquana C. Porter, Fleet Manager
Central Services Director Approval:	Horace Green
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Fire	Date:	23-Sep-25
Org Key:	274-03-4110		
Vehicle Description:	2008 Ford Expedition	Asset Number:	**208091**
Assigned Use:	This vehicle was use daily for emergency support fire calls and normal shift operation task and strategy planning. The vehicles was assigned to a Chief.		
Signature of Director/Elected Official:	L Tilman Beasley		
Name of Director/Elected Official:	Leonard K. Beasley Deputy Chief		
Purchase Date:	5/20/2008		
Purchase Price:	$26,832.00		
Current Mileage:	149,755		
		Current Hours:	N/A

Replacement Criteria Scoring

	Score	Details
Miles/Hours	15	
Type of Service	3	
M&R Cost	2	31% or $8,185.22 work orders
Reliability	3	
Condition	4	
Total Score	**27**	

Fleet Manager Recommendation:

The mileage is 149,755 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The vehicle will be replaced with a Chevrolet Tahoe.

Planned Replacement Year:	
Funding Source:	Fire Department Fund Allocation
Fleet Manager Approval:	Laquana Porter
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	Horace Green
Name of Director:	Horace Green, Central Services Director

Administrative Services Committee

October 28, 2025

MOU

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** Memorandum of University between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Augusta-Richmond County.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

UNIVERSITY OF GEORGIA
EXTENSION

Richmond County Extension Office
501 Greene Street, Suite 100
Augusta, Georgia 30901
TEL 706-821-2350 | FAX 706-821-2584
ecvaughn@uga.edu
www.extension.uga.edu/richmond

October 8, 2025

Mayor Garnett L. Johnson
535 Telfair Street
Suite 200
Augusta, GA 30901

Dear Mayor Johnson,

Attached you will find the Memorandum of Understanding between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Augusta - Richmond County. Please review the Memorandum of Understanding, sign and date page 5, then return the signed Memorandum of Understanding at your earliest convenience to Campbell Vaughn in Extension Services Department 4821.

If you have any questions, please contact me.

Thank you,

Campbell Vaughn
County Extension Coordinator

UNIVERSITY OF GEORGIA
EXTENSION

Richmond County Extension Office
501 Greene Street, Suite 100
Augusta, Georgia 30901
TEL 706-821-2350 | FAX 706-821-2584
ecvaughn@uga.edu
www.extension.uga.edu/richmond

October 8, 2025

Mayor Garnett L. Johnson
535 Telfair Street
Suite 200
Augusta, GA 30901

Dear Mayor Johnson,

Attached you will find the Memorandum of Understanding between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension and Augusta - Richmond County. Please review the Memorandum of Understanding, sign and date page 5, then return the signed Memorandum of Understanding at your earliest convenience to Campbell Vaughn in Extension Services Department 4821.

If you have any questions, please contact me.



Thank you,

Campbell Vaughn
County Extension Coordinator

MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of
THE UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
and RICHMOND COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and **Richmond** County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in **Richmond** County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

A. UGA EXTENSION agrees to the following:

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.

2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.

3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.

4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.

5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

B. The COUNTY agrees to the following:

1. ***Office and Infrastructure.*** The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity, where available), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program. See **Addendum D** for Information Technology (IT) systems and support specifications.

2. ***Vehicles and Travel.*** The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of Richmond County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.

3. ***Annual Review.*** The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

II. COMPENSATION

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums (A, B, and C). UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

☒ **A. COOPERATIVE DIRECT PAY**

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".

☒ **B. COOPERATIVE CONTRACT PAY**

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

☒ **C. COUNTY FUNDED EXTENSION PERSONNEL**

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

III. AGREEMENT

1. This MOU shall take effect when it is executed by both **Richmond** County and UGA Extension.

2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.

3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.

4. This MOU may be modified by written agreement of the parties hereto.

5. Neither party to this agreement will discriminate against any employee or applicant for employment because of age, color, disability, genetic information, national origin race, religion, sex, or veteran status.

6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below.

County Personnel		
Primary Contact	Administrator Tameka Allen	535 Telfair St. STE 910 Augusta, GA 30901 Allen@augustaga.gov 706-821-2400 (office)
HR/Personnel Contact	HR Director Anita Rookard	535 Telfair St. STE 400 Augusta, GA 30901 ARookard@augustaga.gov 706-432-5336 (office)
IT Contact	IT Director Reggie Horne	535 Telfair St Bldg 2000 Augusta, GA 30901 Horne@augustaga.gov 706-821-2522 (office)
Finance/Billing Contact	Interim Finance Director Timothy Schroer	535 Telfair St STE 800, Augusta, GA 30901 tschroer@augustaga.gov 706-821-1741 (office)

UGA Personnel		
Primary Contact	Campbell Vaughn, County Extension Coordinator	501 Greene St, STE 100, Augusta, GA 30901 ecvaughn@uga.edu 706-821-2350 (office)

HR/Personnel Contact	Denise Everson, Northeast District Extension Director	301 Hoke Smith Building, Athens, GA 30602 deverson@uga.edu 706-542-3179 (office) 706-871-0090 (cell)
IT Contact	Chase Henson	105 Hoke Smith Annex 300 Carlton St, Athens, GA 30602 chase.henson@uga.edu 706-542-9797 (office)
Finance/Billing Contact	Jennifer Kempf, NE District Business Manager	303 Hoke Smith Building 1225 S. Lumpkin St. Athens, GA 30602 nefinance@uga.edu 706-542-9171 (office)

By giving written notice to the Primary Contact listed above, either party hereto shall have the right from time to time and at any time during the term of this MOU to change any of the above information, including points of contact, address and other contact information.

IN WITNESS WHEREOF, the parties have caused this MOU to be properly executed by their duly authorized officers, effective as of the day and year first above written.

Chairman, Board of Commissioners, **Richmond** County — Date: 10/6/2025

County Extension Coordinator, **Richmond** County — Date: _____

Vice President for Public Service and Outreach, or their designee
University of Georgia — Date: _____

Addendum A

COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension

Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
    a. Provide legally required health insurance; and
    b. Provide legally required worker's compensation insurance

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

   The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

   The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum B

COOPERATIVE CONTRACT PAY:

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.

2. UGA Extension shall serve as the employer of record and therefore:
    a. Provide legally required health insurance;
    b. Provide legally required worker's compensation insurance; and
    c. Pay applicable FICA taxes; and
    d. Withhold federal and state income taxes in accordance with relevant federal and state law.

3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.

4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.

5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.

8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

   The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

Addendum C

COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.

2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.

3. UGA Extension shall supervise County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.

4. UGA Extension shall evaluate County Funded Extension personnel using the county provided evaluation process or an agreed upon alternative process for consideration in the annual salary adjustments applicable to all county employees.

5. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.

6. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

For County Funded Extension Personnel, the COUNTY agrees to the following:

1. The County shall employ and determine the total salary that personnel are to be paid.

2. The County shall provide all salary and associated benefits as per County policy.

3. The County shall serve as the employer of record and therefore:
   a. Provide legally required health insurance;
   b. Provide legally required worker's compensation insurance;
   c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
   d. Designate supervision of extension personnel to the District Extension Director.

4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.

Addendum D

IT Systems and Support.

a. *Internet Connectivity*: The County shall furnish internet connectivity with adequate speed and capacity to support the operations and programming of the Extension Office. Access to required Extension programming resources, social media systems, and UGA mandated resources shall remain unfiltered and unblocked.

b. *Intraoffice Network*: The County shall provide wired data connections for all computers and network devices within the Extension Office, segregated either physically or virtually from other county agencies and networks.

c. *Network Equipment*: UGA Extension's Office of Information Technology ("UGA Extension IT") shall supply and maintain basic network switches suitable for the UGA Extension Office's operation. If UGA Extension IT determines specific network switch requirements are needed beyond UGA IT's provisions, the County agrees to install and support network devices meeting the necessary specifications as part of the existing county network infrastructure.

d. *Wi-Fi*: UGA Extension IT shall supply basic Wi-Fi equipment to ensure adequate coverage within the Extension Office. Should UGA Extension IT determine specialized Wi-Fi equipment be required, beyond UGA Extension IT's standard provisions, the County agrees to procure and maintain such devices. Employee Wi-Fi shall allow interaction between the wired and wireless devices for employees to facilitate file sharing, printing, and scanning capabilities. Should Guest Wi-Fi be provided by a County Wi-Fi system, the traffic should be segmented and isolated from the UGA Extension employee network.

e. *Vo-IP Phones*: County provided Vo-IP phones that attach to the UGA Extension Office network should connect back to County provided network switch hardware that may or may not be on the same network as the UGA Extension Office computers and other devices. If Vo-IP phones and UGA Extension Office computers and devices operate on separate networks, the County will provide sufficient wired ethernet ports in the UGA

Extension Office for both phone and computers/devices to connect in each room as needed to their respective networks. Should the UGA Extension Office networking need to be altered to allow for Vo-IP phone installation or expansion UGA Extension IT shall be consulted prior to changes.

f. *Network Changes*: Any modifications affecting the UGA Extension Office's data network infrastructure shall be planned in consultation with UGA Extension IT prior to implementation.

g. *Computer Hardware & Device Support*: UGA Extension IT shall support and maintain all network devices, computers, printers, software, and other office technology installed or approved by UGA Extension IT. Office central copiers provided by county funds or contracts shall be supported by copier company support or vendor maintenance contracts. UGA Extension IT supported equipment shall be replaced in accordance with UGA Extension IT guidelines for lifecycle management.

h. *Computer Hardware & Device Procurement*: County Extension Office computers shall be purchased via UGA Procurement using UGA Extension IT standards, with consultation from UGA Extension IT for non-standard equipment. IT equipment purchases shall be funded through county funds or in cooperation with UGA Extension grants or programs as available.

i. *Software Licensing*: UGA Extension IT shall provide licenses for UGA productivity software. County-specific software required for access to County resources shall be provided and supported by the County in collaboration with UGA Extension IT.

j. *File Sharing & Data Storage*: UGA Extension IT shall provide space for shared file storage, either locally housed within the UGA Extension Office or on a UGA Extension IT approved online storage system. The county agrees to enable access to the approved online storage system through any county IT-managed firewalls as needed if applicable.

k. *Office Relocations, Construction, Renovations (IT concerns)*: The County shall notify UGA Extension IT of any plans for office relocation, construction, or renovations to ensure IT infrastructure requirements are addressed. Physical move of IT-related equipment shall be handled by the County with UGA Extension IT available for setup assistance after move-in or project completion. UGA Extension IT shall be responsible for moving and installing networking equipment owned by UGA Extension IT.

The County shall have its IT Contact listed in Section III.6 review and confirm the above requirements.

Engineering Services Committee Meeting

Meeting Date: 10/28/25

Utilities Water Meter Contracts

Department: Utilities

Presenter: Wes Byne, Director

Caption: Approve Augusta Utilities Contracts For Water Meters. AUD received and reviewed proposals from 5 proposers in response to RFP 25-174. Bager Meter was identified as the best overall proposal for Categories 1 and 4, and Delta Municipal Supply Company as the best overall proposal for Categories 2, 3, and 5. Each contract is for a fixed price per item purchased. AUD will not be purchasing all of the required meters at once, but rather will be doing so over the 5 years of the contract.

Background: AUD must purchase and install water meters in order to accurately measure the amount of water used by customers across Augusta-Richmond County for a number of reasons. These include regulatory compliance, system health information, and accurate billing of water usage. AUD's most recent contract for the purchase of water meters expired more than 3 years ago, leading to increased costs in procuring meters. AUD issued RFP 25-174 to solicit proposals for long-term contracts for water meters, and after careful review of the received proposals has identified the most advantageous vendor for Augusta across five categories as identified below:

Category 1: Badger Meter, Inc.
Category 2: Delta Municipal Supply Company
Category 3: Delta Municipal Supply Company
Category 4: Badger Meter, Inc.
Category 5: Delta Municipal Supply Company

Analysis: AUD has evaluated the proposals for water meters that will enable us to most effectively meet our requirements. These new, modern meters will enable much more accurate recording of water consumption across Augusta and are a key component of our ongoing project to implement Advanced Metering Infrastructure which will enable us to provide higher levels of service to residents and businesses serviced by the utility.

AUD received and reviewed proposals from 5 proposers in response to RFP 25-174, Water Meters. Based on our research and evaluation of the proposals by a selection committee, we have identified two vendors for five categories of water meters that are the best solutions for the requirements of each category of meter. This was based on a technical and cost analysis of each proposal. Bager Meter was identified as the best overall proposal for Categories 1 and 4, and Delta Municipal Supply Company as the best overall proposal for Categories 2, 3, and 5.

Financial Impact: Each contract is for a fixed price per item purchased. AUD will not be purchasing all of the required meters at once, but rather will be doing so over the 5 years of the contract. The total costs for the meters purchased in the first year are projected to be $563,132.10. Individual category costs for the first year are as follows:

Category 1: $30,971.82

Category 2: $519,094.30

Category 3: $0

Category 4: $1,236.17

Category 5: $11,829.77

The total expected cost for the meters purchased under these projects is $15,116,037.09. While funding is initially being allocated from bond funds, AUD is in discussions with GEFA regarding funding of the overall project which would change the funding source in the future.

Alternatives: N/A

Recommendation: Approve Augusta contracts with Badger Meter and Delta Municipal Supply Company for the purchase of water meters.

Funds are available in the following accounts: GL 516043410-5421110 / JL 82500010-5421110

REVIEWED AND APPROVED BY: N/A

WATER METER SALES AGREEMENT

THIS AGREEMENT is made and entered into this ____ (Day) of _____ (Month), 2025 (the "Effective Date") by and between the City of Augusta Utilities Department, Augusta GA (the "Customer"), located at 452 Walker Street Suite 200, Augusta GA 30901, and Badger Meter, Inc. (the "Company"), located at 4545 West Brown Deer Road, Milwaukee, WI 53223.

WHEREAS, the Customer put out a request for proposal, Request for Proposal 25-174 (the "RFP"), for qualified firms to supply Water Meters (the "Project"), and the Company provided a response to the RFP attached hereto as Exhibit A;

WHEREAS, based on the Customer's review of the Proposal, the Customer desires to obtain goods from the Company in connection with the Project;

WHEREAS, the Company desires to provide such goods for the Project; and

WHEREAS, the parties have agreed to certain terms and conditions with respect to the goods provided for the Project by the Company to the Customer.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. INCORPORATION OF EXHIBITS: This Agreement, along with the attached Exhibits attached hereto and which are fully incorporated herein for all intents and purposes, constitute the Contract Documents. The Company and the Customer hereby agree that the "Contract Documents" shall include (i) this Agreement, (ii) the Proposal (Exhibit A); (iii) the Pricing Table ("Pricing Table") (Exhibit B); (iv) the Terms and Conditions of Sale (the "T&Cs") (Exhibit C); and (v) the Georgia Environmental Finance Authority Supplemental General Conditions for Federally Assisted State Revolving Fund Construction Contracts and Build America, Buy America (BABA) Information and Waiver Documents (the "GEFA Provisions") (Exhibit D).

   In the event there is a conflict or contradiction among any of the Contract Documents, the following order of precedence shall govern:

   i. This Agreement.
   ii. The T&Cs.
   iii. The Pricing Table.
   iv. The Proposal.
   v. The GEFA Provisions.

2. PURCHASE AND SALE: In accordance with the Proposal, the Company shall supply to Customer, such products as identified in the Pricing Table (Exhibit B) (collectively, the "Goods"). The Proposal (Exhibit A) shall apply and govern with respect to the specific warranties for the Goods. The terms of this Agreement supersede all terms and conditions contained in any other documentation issued by either Party related to the subject matter of this Agreement and expressly exclude Customer's terms and conditions contained in any Purchase Order or other document issued by Customer or contained on Customer's website.

   Customer shall initiate all orders to the Company by issuing a purchase order in written form submitted to the Company in accordance with instructions provided by the Company. By placing a purchase order, Customer makes an offer to purchase the Goods pursuant to the terms and conditions of this Agreement, and on no other terms. Any variations made to the terms and conditions of this Agreement by Customer in any purchase order are void and have no effect.

3. COMPENSATION: The Customer will compensate the Company for the Goods at the agreed upon price as detailed in the Pricing Table (Exhibit B). Invoices will be furnished upon shipment. All invoices are due under NET 30 terms from the date of invoice and are payable to the Company by check or in such other methods as agreed upon by the Customer and the Company in writing. Parties shall attempt to resolve any payment disputes within thirty (30) calendar days after the invoice date.

    3.1 The Customer shall perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed (or to become due and owing) or payable to it by the Company, whether under this Agreement, applicable law, or otherwise, and whether relating to the Company's breach, bankruptcy, or otherwise.

4. TERM: The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until ____ (Date) _____(Month), _____ (Year).

5. TERMINATION: If, through any cause, the Company shall fail to fulfill in a timely and proper manner the Company's obligations under this Agreement, the Customer shall thereupon have the right to terminate this Agreement by giving written notice to the Company of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Termination will become effective as of the effective date in the notice from the Customer to the Company. Customer may terminate the contract in whole or in part for its convenience upon ninety (90) days prior written notice. In the event of early termination, Customer will pay the Company for all Goods shipped to the date specified in the notice of termination.

6. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS: The Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

7. SURVIVAL: The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration; this includes, but is not limited to, the Company's indemnification and defense obligations, hereunder.

8. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

9. NO WAIVER: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

10. APPLICABLE LAW, VENUE, AND JURISDICTION: This Agreement shall be construed under and in accordance with the laws of the State of Georgia, with jurisdiction in the courts of the State of Georgia and venue in Richmond County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Georgia in all matters relating to or arising out of this Agreement or the Work.

11. SEVERABILITY: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

12. CONSTRUCTION: In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum

extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

13. WARRANTY AND MUTUAL LIMITATIONS OF LIABILITY

13.1 Warranty. Company warrants that the Work will be performed in accordance with standard manufacturer warranties provided within Exhibit A (Proposal).

13.2 Limitation for Indirect Damages. To the maximum extent permitted by applicable law, in no event will either party be liable to the other for consequential, exemplary, incidental, or indirect damages or costs, including without limitation, lost profits or revenues, or otherwise in connection with the Work to be performed under this Agreement, even if the other party has been advised of the possibility of such damages or cost.

13.3 Cap on Damages. Except with respect to liability for either party's gross negligence or willful misconduct, in no event will either party be liable to the other party regardless of claim or action, in an amount that exceeds the Price provided in Section 3 to this Agreement.

13.4 Reliance on Limitation of Liability. The parties acknowledge that Company has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth therein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitation and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

13.4 Force Majeure. Neither party shall be liable for and will not be responsible to the other for any delay or failure to perform under this Agreement if such delay or failure results from any act or cause beyond the reasonable control of the affected party. If either party is unable to perform under this Agreement because of the occurrence of an event of force majeure lasting more than thirty (30) days, then the other party may terminate the affected Work upon written notice to the other party.

14. ENTIRE AGREEMENT: The Agreement, including the attached exhibits, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. The Company, by signing this Agreement, acknowledges the Customer is entering into this Agreement in its governmental capacity, and not a proprietary capacity.

15. AMENDMENT AND MODIFICATION. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

16. NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

The Customer	The Company
Augusta Utilities Department	Badger Meter, Inc

452 Walker Street, Suite 200 4545 W. Brown Deer Rd. Augusta, GA 30901 Milwaukee, WI 53223

ATTN: Legal Department

IN WITNESS WHEREOF, the parties have executed this Agreement in on the day and year first above written.

BADGER METER, INC., (the "Company")

By: _____

Name: _Kimberly K. Stoll_____

Title: _V.P. – Sales & Marketing_____

Date: _____

Augusta-Richmond County, GEORGIA, (the "County")

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Proposal

(See Attached)

LETTER OF INTEREST



Friday, June 13, 2025

Darrell White, Interim Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901

RE: Request for Proposal (RFP) 25-174 Water Meters
Opening Date: Wednesday, June 18 2025 at 11:00a.m. CST

Dear Mr. White:

Accompanying this letter is the response from Badger Meter, Inc. ("Badger Meter") to the Augusta Utilities Department's ("AUD") Request for Proposal ("RFP") Item #25-174. We appreciate your longstanding business and the confidence you have placed in our products and solutions over the last 20+ years. We look forward to presenting our technology and demonstrating how our solution fits the District's operational goals and vision.

Project Understanding & Solution Overview

While the primary purpose of the RFP is to procure a supply of various sizes of water meters, it is also about selecting a partner that can provide solutions for today's requirements and deliver future results beyond the meter. We are pleased to offer our robust solution, which is comprised of our Recordall® positive displacement meters and E-Series® Ultrasonic meters—providing a streamlined and unified solution for AUD. This solution has been purposely designed to fulfill AUD's vision.

Key features of our proposal, in line with AUD's key objectives, include:

- **Selection of Scalable and Extensible Technology:** Badger Meter offers high-accuracy, reliable water meters that can track usage in real-time. These meters come in various sizes and types, including our Recordall® positive displacement meters and E-Series® Ultrasonic meters, to meet diverse customer needs.

Solid State Metering: Badger Meter's E-Series Ultrasonic meters provide accurate water usage data over a 20-year lifespan, even in low-flow conditions. When paired with ORION cellular endpoints, these meters deliver near-real-time alerts for critical conditions like pressure issues and backflow events, all without maintenance due to their durable design.

Proven and Reliable Solutions: Badger Meter has been designing, manufacturing, and supplying water meters for over 119 years. As a leading supplier of Nutating Disc and Ultrasonic meters, Badger Meter has supplied over 35,000,000 water meters in the United States, which have been delivered to customers such as utilities, authorities, water districts, industrial users, commercial users, and privatized water entities.

Products Offered

1. **Recordall® Series Residential Meters**



   i. Proven reliability. Manufactured with quality and precision since 1972, industry proven with tens of millions installed in the field.
   ii. Long-Term Accuracy. Reduced disc nutation rate decreases chamber wear and extends long-term accuracy.
   iii. Revenue Capture. Known in the industry for their wide-flow range and dependability, particularly in low-flow situations.

2. **High-Resolution Encoder (HR-E®)**



   i. Durable Design. Built with a unique adhesive sealing technology to withstand harsh environments, including flooded pits.
   ii. 8-Digit Resolution. With eight digits, a much finer reading resolution is provided visually.
   iii. Endpoint Compatibility. Access to the valuable encoder events and alarms for these retrofits.

3. **E-Series® Ultrasonic Residential and Commercial Meters**



   i. Proven reliability. First solid-state residential meter released to the marketplace in 2010.
   ii. Reduced maintenance cost. Solid state with no moving parts provides a 20-year accuracy guarantee.
   iii. Revenue Capture. Wider flow ranges with greater low flow capture for increased revenue compared to positive displacement meters.
   iv. Additional Parameters. Our ultrasonic meters are equipped with temperature and pressure sensors for enhanced functionality.

4. **Recordall Turbo Series Fire Hydrant Meters**



   i. Performance. Meets or exceeds all pressure and performance requirements as stated in the most recent revision of AWWA Standard C701.
   ii. System Efficiency. This meter is designed to protect the water system by preventing backflow through fire hydrants.
   iii. Simplification. Factory-calibrated and tested measuring elements that are unitized for simplified installation and inventory.

Thank you for the opportunity to share how our solution will help AUD achieve its goals. As your partner in this project, we recognize that AUD's responsibilities extend beyond meter-to-cash and into the provision of a safe and reliable supply of potable water for your customers. Badger Meter has and will continue to support AUD, powering a solution that grows over time with AUD's requirements and objectives. Should you have any questions, please do not hesitate to reach out to me directly.

Sincerely,

Jimmy Harris

Jimmy Harris - Account Manager
jharris@badgermeter.com
414-573-8923

TEXTUAL RESPONSE



Technical Specifications

1. 5/8 x 3/4 to 2 inch PD Meters

Recordall® Disc Series Meters

Recordall Disc Series meters have been in the utility market since 1972 and are an accurate, cost-effective solution for your metering needs. These positive displacement meters utilize the industry-leading nutating disc technology to drive accuracy and reliability. Water flows directly into the meter housing and first flows through the meter's internal strainer before it enters the measuring chamber. The strainer protects the measuring chamber from damage due to debris in the water. Inside the chamber assembly is a movable disc located on a sliding ball guided by a thrust roller. As the water flows into the measuring chamber, it causes the disc to nutate. The space formed between the disc and chamber wall has a constant volume as it moves around the chamber. The water in the chamber is a fixed volume or displacement. As the disc nutates, the nutating disc translates its movement to a magnetic coupling to the encoder.

Recordall Disc Series meters feature a simple and efficient design, making these meters an ideal solution for measuring flow in your AMR/AMI system.

Long-Term Metering Solution. Reduced disc nutation rate decreases chamber wear and extends long-term accuracy.

Tamper-Proof Features: Unauthorized removal of the register or encoder is inhibited by the option of a tamper detection seal wire screw, TORX® tamper-resistant seal screw or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Maintenance: Badger Meter Recordall Disc Series meters are designed and manufactured to provide long-term service with minimal maintenance. When maintenance is required, it can be performed easily either at the meter installation or at any other convenient location.

To simplify maintenance, the register, measuring chamber, and strainer can be replaced without removing the meter housing from the installation. No gear changes are required for accuracy calibration. Interchangeability of parts among like-sized meters and meter models also minimizes spare parts inventory investment. The built-in strainer has an effective straining area of twice the inlet size.

Reading System Compatible. Compatible with all Badger Meter reading systems offered as well as other approved technologies.

Recordall Disc Series meters meet or exceed the most recent revision of AWWA Standard C700. The meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI Standards 61 and 372 (Trade Designations: M25-LL, M35-LL, M55-LL, M70-LL, M120-LL, M170-LL) and carry the NSF-61 mark on the housing.

For more in-depth information, please refer to the attached Product Data Sheet located in the Appendix.

Commercial and Industrial	Recordall Compound Series Meter (2 in.–6 in.)
	Recordall Combo Meter (8 in.)
	Recordall Fire Service Assemblies (4 in.–10 in.)
	Recordall Turbo Series 1.5 in. - 12 in.)
Retrofit registers:	High Resolution Encoder (HR-E®)

2. 5/8 x 3/4 to 12 Inch Solid State Meters - Type 1 Solid State meters

E-Series® Ultrasonic Meters

The E-Series Ultrasonic meter have been in production since 2010 and use solid-state technology in a compact, totally encapsulated, weatherproof, and UV-resistant housing, suitable for residential and commercial applications. Electronic metering provides information—such as rate of flow and reverse flow indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering eliminates measurement errors due to sand, suspended particles and pressure fluctuations.

The Ultrasonic meter is available with an in-line connector for easy connection and installation to AMR/AMI endpoints. It is also available with a flying lead for field splice connection.

The next generation E-Series G2 Ultrasonic meter uses solid-state technology in a compact, tamper-protect, weatherproof and UV-resistant housing, suitable for commercial applications. Electronic metering provides information—such as rate of flow and status and alarm indication—and data not typically available through traditional, mechanical meters and registers. Electronic metering minimizes measurement errors due to sand, suspended particles and pressure fluctuations.

The next generation meters provide value-added enhancements such as temperature and pressure that differentiate them from competitive offerings.

E-Series G2 Ultrasonic meters*:

- 5/8" x 3/4" Residential E-Series G2 Ultrasonic meter (optional pressure sensor)
- 3/4" Residential E-Series G2 Ultrasonic meter (optional pressure sensor)
  - Fire Service variant available
- 1" Residential E-Series G2 Ultrasonic meter (optional pressure sensor)
  - Potable and Reclaimed Variants
  - Fire service and raw water variants

1-1/2" and 2" Light Commercial E-Series Ultrasonic meters

- Extended low flow rate
- Simple design / maintenance free
- 3", 4", 6" and 8" Commercial E-Series G2 Ultrasonic meters
  - Standard with pressure sensor and test ports, available in TSM and CSM lay lengths.
  - Available for fire service applications (UL listed and FM approved)

*All E-Series Ultrasonic G2 meters come standard with temperature

E-Series Ultrasonic Meter Features (may vary by size):

- Open flow tube design prevents flow obstruction to reduce pressure loss.
- Greater turndown ratio for extended flow ranges and increased revenue.
- Field programmable registration and maintains an hourly internal logging capacity of 160 days of data.
- Minimum extended low-flow rate lower than typical positive displacement meters.
- Simplified one-piece electronic meter and register that are integral to the meter body and virtually maintenance free.
- Pressure alarm and pressure and temperature data reported through ORION Cellular endpoints and BEACON.
- Sealed, non-removable, tamper-protected meter and register.
- Easy-to-read, 9-digit LCD display, which presents consumption, rate of flow, unit of measure, pressure, temperature, alarm conditions, firmware version, empty pipe, exceeding max flow, sensor error, reverse flow, suspected leak, 30 day no usage, and end of life.
- Single and dual outputs include high resolution industry standard ASCII encoder protocol, scaled/unscaled and 4-20 mA.

High resolution industry standard ASCII encoder protocol sends alarms and data to ORION Cellular Endpoints and BEACON SaaS* suite to establish a smart water solution.

The meter is available with an inline connector for easy connection and installation to ORION endpoints. It is also available with a flying lead for field splice connection.

Increased Revenue. Greater turndown ration for extended flow ranges and increased revenue.

Suitable for Fire Service Applications. Conform to UL 327B and FM 1044 for fire service applications.

Operation: As water flows into the measuring tube, ultrasonic signals are sent consecutively in forward and reverse directions of flow. Velocity is then determined by measuring the time difference between the measurement in the forward and reverse directions. Total volume is calculated from the measured flow velocity using water temperature and pipe diameter. The LCD shows total volume, unit of measure, rate of flow, pressure, temperature, firmware and alarm

conditions (reverse-flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure, temperature, end of life and measurement error).

Reading System Compatible. Compatible with all Badger Meter reading systems offered as well as other approved technologies such as AUD's selected provider, Itron.

Commercial Sizes Available. The E-Series Ultrasonic meters are offered in sizes 3" through 8" for commercial applications.

E-Series Ultrasonic meters meet and exceed AWWA C715 and the most recent revision of AWWA C750 Standards. The lead-free bronze alloy meters comply with the lead-free provisions of the Safe Drinking Water Act and NSF/ANSI/CAN Standards 61 and 372. E-Series Ultrasonic meters also conform to UL 327B and FM 1044 for fire service applications.

For more in-depth information, please refer to the attached Product Data Sheet located in the Appendix.

3. 2 to 12 Inch Solid State Meters - Type 2 Solid State meters

Badger Meter is not bidding Category 3.

4. 3 Inch Aluminum Fire Hydrant Meters

Recordall Turbo Series Fire Hydrant Meters

Recordall Turbo Series Fire Hydrant Meters have been in production since 1998 and are designed for use in measuring cold water from a fire hydrant or other non-permanent installation where flow is in one direction. The Model 450 reduced pressure backflow preventer meter is designed to protect the water system by preventing backflow through fire hydrants.

Recordall Fire Hydrant meters are ideal for situations when a temporary source of water is needed. Many businesses including landscape service companies or construction and pool contractors can simply attach a portable meter and hose to an idle fire hydrant for a temporary source of water.

Built-In Flow Restrictor. Limits the maximum flow of water through the meter.

Field Maintainable. Field replaceable handles for easy portability.

Optional Valves. Optional check valve and flow rate control valve.

The Recordall Turbo Series Fire Hydrant Meter is manufactured from an aluminum alloy. The couplings, gate valve and register box/lid are manufactured from waterworks bronze. Fire hydrant meters meet or exceed registration accuracy for the low flow rate, normal operating flow rate, and maximum continuous operation flow rate as specifically stated in AWWA Standard C701.

For more in-depth information, please refer to the attached Product Data Sheet.

5. 5/8 x 3/4 to 1.5 Inch Remote Shut Off Capable Meters

Badger Meter is not bidding Category 5.

SUMMARY OF EXCEPTIONS TO REQUIREMENTS



Disclosure: Regarding Type 1 Meters and Registers, Badger Meter offers multiple encoder options for the BEACON solution to provide the power of high-resolution consumption data to manage AUD's water system. The HR-E LCD is a fully electronic, solid-state encoder that operates with no moving parts. Encoder status indicators can also be sent to the endpoint for transmission to BEACON as part of the 9-dial encoded output for endpoints capable of receiving extended messages. The HR-E LCD also offers tamper-resistant features such as encoder removal and magnetic tamper indicators to provide utilities with increased security. The HR-E features eight traditional odometer wheels that utilize a frictionless form of encoding technology.

All Badger Meter encoders use the industry standard ASCII protocol and are packaged to provide a non-gasketed encoder solution to meet the needs in some of the harshest environmental applications.

Exception: Regarding Type 1 Meters, Badger Meter e-series meters is a single manufactured piece, there is no inner or outer chamber.

Exception: Regarding Type 1 Meters, Badger Meter does not offer a test port for 1.5 and 2" e-series meters. Badger Meter suggests striking this requirement.

Regarding items 6.a and 6.b.i., in Appendix A from Addendum 1, - Additional Insured/Primary & Non-Contributory; Badger Meter takes exception to providing additional insured for primary and non-contributory as this is for a supply-only contract.

Regarding item 6.b.iii., Badger Meter takes exception to the requirement as we cannot provide a 30-day notice of cancellation but will provide notice of any material changes that would effect our ability to meet the requirements.

Please see the Cost Proposal for additional exceptions.

DETAILS OF EXCEPTIONS



Badger Meter

Exception to Proposal

Augusta Utilities Department

Action #	Document and Location	Sub Section /Area	Meter Category	Reason for Exception	Alternative Language
1	REQUEST FOR PROPOSALS	3.2 Specifications for 5/8 x 3/4, 1, 1.5, 2, 3, 4, 6, and 8 Inch Type 1 Solid State Cold Water Meters	Type 1	Regarding Type 1 Meters, Badger Meter e-series meters is a single manufactured piece, there is no inner or outer chamber.	"All meters may have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis."
2	REQUEST FOR PROPOSALS	3.2 Specifications for 5/8 x 3/4, 1, 1.5, 2, 3, 4, 6, and 8 Inch Type 1 Solid State Cold Water Meters	Type 1	Badger Meter does not offer a test port for 1.5 and 2" e-series meters. Badger Meter suggests striking this requirement.	"An NPT test plug port is desired but not required in the outlet side of 1.5 and 2 inch meters."
3	Appendix A, Addendum 1	6. a. Additional Insured and Primary Insurance Provisions 6. b. i. Evidence of Insurance, copy of the policies declarations pages	N/A	Badger Meter takes exception to providing additional insured for primary and non-contributory as this is for a supply-only contract.	*Badger Meter recommends removing this requirement as it is not applicable to a supply-only contract.*
4	Appendix A, Addendum 1	6. b. iii. Evidence of Insurance, copy of an endoresement	N/A	Badger Meter takes exception to the requirement as we cannot provide a 30-day notice of cancellation but will provide notice of any material changes that would effect our ability to meet the requirements.	"Contractor will make AUD aware of any material insurance changes prior to any impact for meeting the requirements of the Agreement."

REFERENCES



City of Columbia, SC

Contact Information:

Frank Eskridge
Deputy Director of Utilities
1136 Washington Street
Columbia, SC, 29201
Phone: 803-683-1447
Email: william.eskridge@columbiasc.gov

Project Scope:

Full meter and AMI deployment for the following Badger Meter product(s): Recordall mechanical meters (sizes 5/8" - 2") and E-Series Ultrasonic meters (sizes 3" - 8"). The project was completed in 2022.

Salsbury-Rowan Utility District, NC

Contact Information:

Jason Wilson
Utilities Director
500 N Church Street
Salisbury, NC, 28145
Phone: 704-216-7553
Email: jawils@salisburync.gov

Project Scope:

Badger Meter has completed a full system change out of over 23,000 meters in residential and commercial sizes. The project was completed in 2022.

Chesterfield County Utilities, VA

Contact Information:

George Hayes
Director of Operations
9840 Government Center Pkwy
Chesterfield, VA, 23832
Phone: 804-748-1271
Email: hayesg@cheterfield.gov

Project Scope:

Badger Meter has completed a full system change out for Chesterfield. This includes over 126,000 meters in both residential and commercial sizes. The project was completed in 2024.

EXHIBIT B

Pricing Table

(See Attached)

Badger Meter

Augusta Utilities Department

Cost Proposal #25-174

Water Meters for Augusta, GA - Augusta Utilities Department

Opening Day: June 18, 2025



Badger Meter
4545 W Brown Deer Road
Milwaukee, Wisconsin 53223

Jimmy Harris
Account Manager

414-573-8923
jharris@badgermeter.com

Submitted on June 13, 2025

Category 1 - 5/8 x 3/4 to 2 Inch PD Meters																				Additional Costs				
Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)		Estimated Quantity Year 2	Unit Price, Year 2 (each)		Estimated Quantity Year 3	Unit Price, Year 3 (each)		Estimated Quantity Year 4	Unit Price, Year 4 (each)		Estimated Quantity Year 5	Unit Price, Year 5 (each)		Net Price	Product	Quantity Required	Reason Required	Unit Price (each)	Net Price
5/8 x 3/4	Badger Meter	M25	115-5930	No	25	$124.13	$3,103.25	100	$124.13	$12,413.00	100	$124.13	$12,413.00	100	$128.47	$12,847.00	175	$132.97	$23,269.75	$64,046.00					$0.00
Register Only	Badger Meter	HR-E LCD	101-2150	No	150	$84.26	$12,639.00	700	$84.26	$58,982.00	700	$84.26	$58,982.00							$130,603.00					$0.00
1	Badger Meter	M70	115-5931	No	1	$261.59	$261.59	2	$261.59	$523.18	2	$261.59	$523.18	2	$270.75	$541.50	3	$280.23	$840.69	$2,690.14					$0.00
Register Only	Badger Meter	HR-E LCD	103-2062	No	20	$84.26	$1,685.20	100	$84.26	$8,426.00	100	$84.26	$8,426.00							$18,537.20					$0.00
1.5	Badger Meter	M120	115-6908	No	20	$467.00	$9,340.00	100	$467.00	$46,700.00	100	$467.00	$46,700.00	100	$483.35	$48,335.00	150	$500.27	$75,040.50	$226,115.50					$0.00
Register Only	Badger Meter	HR-E LCD	103-2061	No	20	$84.26	$1,685.20	100	$84.26	$8,426.00	100	$84.26	$8,426.00							$18,537.20					$0.00
2	Badger Meter	M170	115-6914	No	1	$572.38	$572.38	2	$572.38	$1,144.76	2	$572.38	$1,144.76	2	$592.41	$1,184.82	3	$613.14	$1,839.42	$5,886.14					$0.00
Register Only	Badger Meter	HR-E LCD	108-3626	No	20	$84.26	$1,685.20	100	$84.26	$8,426.00	100	$84.26	$8,426.00							$18,537.20					$0.00
				Total (Annual):			$30,971.82			$145,040.94			$145,040.94			$62,908.32			$100,990.36	$484,952.38				Total:	$0.00

Parts Discount:	10%

Term of Award: The contract award will be a three (3) year contract with two (2) one (1)-year options. Any percentage increase for each of the two (2) one (1) year options will be

ourth Year Increase	**3.50%**
ifth Year Increase	**3.50%**

Total Cost:	$484,952.38

Category 4 - 3 Inch Aluminum Fire Hydrant Meters																				Additional Costs				
Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)		Estimated Quantity Year 2	Unit Price, Year 2 (each)		Estimated Quantity Year 3	Unit Price, Year 3 (each)		Estimated Quantity Year 4	Unit Price, Year 4 (each)		Estimated Quantity Year 5	Unit Price, Year 5 (each)		Net Price	Product	Quantity Required	Reason Required	Unit Price (each)	Net Price
3	Badger Meter	Fire Hydrant	103-9812	No	1	$1,236.17	$1,236.17	3	$1,236.17	$3,708.51	3	$1,236.17	$3,708.51	3	$1,279.44	$3,838.32	5	$1,324.22	$6,621.10	$19,112.61					$0.00
				Total (Annual):			$1,236.17			$3,708.51			$3,708.51			$3,838.32			$6,621.10	$19,112.61				Total:	$0.00

Parts Discount:	10%

Term of Award: The contract award will be a three (3) year contract with two (2) one (1)-

Total Cost:	$19,112.61

urth Year Increase	**3.50%**
ifth Year Increase	**3.50%**

EXHIBIT C

Terms and Conditions of Sale

(See Attached)

Badger Meter Terms and Conditions of Sale of Goods

1. **Definitions.** “Buyer” means the party purchasing goods or services pursuant to these Terms and Conditions of Sale (“Terms and Conditions”). “Badger Meter” means Badger Meter, Inc., a Wisconsin corporation and all its subsidiaries. “Goods” means the Badger Meter goods, software, services, and advisory services sold or otherwise provided pursuant to these Terms and Conditions.

2. **Controlling Provisions.**

Generally. This document, including the provisions in Badger Meter's quotation, proposal, price list, acknowledgment and invoice, and Badger Meter's Limited Warranties described in Section 12 (the "Agreement") constitutes an offer by Badger Meter to provide the Goods to Buyer. If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Agreement. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Badger Meter hereby objects to and rejects any additional, different or varying terms proposed by Buyer, regardless of whether or when Buyer submitted its purchase order or such terms. Such proposal of additional, different or varying terms by Buyer shall not operate as a rejection of Badger Meter's offer, and Badger Meter's offer shall be deemed accepted without such additional, different or varying terms. Fulfillment of Buyer's order does not constitute acceptance of Buyer's terms and conditions and does not serve to modify this Agreement. **THIS AGREEMENT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN BADGER METER AND BUYER REGARDING THE GOODS AND IT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS AGREEMENT SHALL HAVE NO FORCE OF EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF BADGER METER.** Badger Meter's sales representatives do not have authority to change this Agreement. Badger Meter reserves the right to correct clerical errors in its documents. It is the express wish of the parties that this document and any related documents be drafted in English. Il est la volonté expresse des parties que ce document et tous les documents s'y rattachant soient rédigés en anglais.

Acceptance. Buyer shall be deemed to have made an unqualified acceptance of this offer and the Agreement on the earliest of the following to occur: (a) Badger Meter's receipt of a copy of this Agreement (or any document incorporating this Agreement) signed by Buyer, (b) Buyer's order of Goods after receiving notice of this Agreement, (c) Buyer's payment of any amounts due under this Agreement, (d) Buyer's delivery to Badger Meter of any material to be furnished by Buyer, (e) Badger Meter's delivery of the Goods following Buyer's order, (f) Buyer's failure to notify Badger Meter to the contrary within ten (10) days of receipt of this Agreement, or (g) any other event constituting acceptance under applicable law.

3. **Storage.** If the Goods are not shipped within fifteen (15) days after notification to Buyer that they are ready for shipping, for any reason beyond Badger Meter’s reasonable control, including without limitation Buyer’s failure to give shipping instructions, Badger Meter may store such Goods, at Buyer’s risk, in a warehouse or yard located on Badger Meter’s premises, and Badger Meter may at its sole discretion charge Buyer and Buyer shall pay all handling, transportation and storage costs at the prevailing commercial rates upon submission of invoices on the stored Goods.

4. **Prices.** Unless stated otherwise in a governing quotation or tender, prices are stated and payable in U.S. dollars or Euros FCA Badger Meter's Facility (pursuant to Incoterms 2020 of the International Chamber of Commerce, as amended or restated from time to time ["Incoterms"]). All prices are subject to change based on Badger Meter's selling prices in effect as of the date of shipment. Badger Meter reserves the right, upon notice to Buyer, to revise selling prices to adjust for changes in laws, such as changes to taxes, tariffs, fees, trade penalties, or any and all other government required duties on goods or services. Quoted prices are firm for acceptance, via an order, within the effective dates provided in the quote, shipping within sixty (60) days past the expiration of the quote. Prices quoted for blanket orders are subject to review and retroactive adjustment, if necessary, based on actual quantities shipped. Written quotations are void unless accepted within the effective dates listed on the quotation and are subject to earlier change upon notice from Badger Meter. Other Badger Meter publications are maintained as sources of information and are not quotations or offers to sell.

5. **Taxes.** All prices are exclusive of all sales, use, value added, customs and excise taxes, and any other taxes, duties, fees and charges of any kind imposed by any governmental authority in connection with this Agreement. Buyer shall pay or reimburse Badger Meter on demand for all such taxes, duties, fees and charges but Buyer shall not be responsible for any taxes imposed on, or with respect to, Badger Meter's income.

6. **Title and Risk of Loss.** All Goods are shipped F.C.A. Badger Meter's Facility (pursuant to Incoterms 2020 of the International Chamber of Commerce, as amended or restated from time to time). Buyer is responsible for all delivery charges for Goods. Title and risk of loss or damage to Goods passes to Buyer when Goods are moved from Badger Meter’s dock into the conveyance vehicle for transport.

7. **Payment Terms.** Buyer shall pay all invoices within thirty (30) days of the invoice date. Badger Meter reserves the right to establish credit limits for Buyer and may require full or partial payment prior to shipment of any Goods or commencement of any services provided hereunder. All payments shall be made via payment methods allowed by Badger Meter according to instructions provided by Badger Meter. For Buyers outside the U.S., Badger Meter may require cash in advance or a Letter of Credit for payment or security in a form acceptable to Badger Meter. If Buyer does not pay Badger Meter any amount due under this Agreement or any other Agreement when such amount is due or if Buyer defaults in the performance of this Agreement, Badger Meter may, without incurring liability to Buyer and without prejudice to Badger Meter's other lawful remedies (a) terminate Badger Meter's obligations under this Agreement, (b) declare immediately and due payable all Buyer's obligations to Badger Meter, (c) change credit terms with respect to any further work or deliveries, (d) suspend or discontinue any further work or deliveries and/or (e) repossess the Goods. Buyer agrees to reimburse Badger Meter for all costs and fees including, without limitation, attorneys' fees and repossession fees incurred by Badger Meter in collecting any sum owed by Buyer to Badger Meter. Any invoices which Buyer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one and a half percent (1.5%) per month up to a maximum of eighteen percent (18%) per year; or (ii) the highest rate permitted by applicable law. Buyer shall not set off amounts due to Badger Meter against claims against Badger Meter.

8. **Packaging.** Badger Meter reserves the right to select the manner in which Goods are packaged. Special requirements for packing will be subject to extra charges.

9. **Delivery.** Shipping dates and completion dates quoted by Badger Meter are made in good faith but are not guaranteed; Badger Meter reserves the right to extend shipping dates as it deems necessary in its sole discretion, without incurring liability to Buyer and to make delivery in installments. Time for delivery shall not be of the essence. In the absence of shipping instructions from Buyer, Badger Meter will use its discretion as to the selection of shipping services and routings. Installation of Goods is the responsibility of the Buyer unless otherwise agreed in writing. Buyer is responsible for following all applicable installation instructions, guides, or other documentation. Badger Meter is not responsible or liable for product that is installed or maintained improperly.

   Badger Meter ships all products FOB – Factory within the United States (unless otherwise agreed to in writing, upon receipt of shipment, Buyer must inspect the goods for damage, shortage, or non-conformance. Buyer will make note of damage on the carrier's delivery receipt. Claims for shortages or other errors must be made in writing to Badger Meter within seven (7) days after receipt of shipment and claims for concealed damage must be made to Badger Meter within fifteen (15) days after receipt of shipment. Failure to give such notice shall constitutes unqualified acceptance and a waiver of all such claims by Buyer. When the Buyer's carrier and account are used for transit, the Buyer shall be responsible for any claims made for visible and concealed damage and/or loss of partial or complete shipment.

10. **Force Majeure.** Badger Meter shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Badger Meter including, without limitation, acts of God, terrorism, pandemic, global supply chain disruptions, acts of Buyer, embargo or other governmental act, regulation or request such as taxes, tariffs, fees, trade penalties, or any and all other government required duties on goods or services, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers, or inability to obtain necessary labor and materials. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

11. **Orders; Changes and Cancellations.** Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the order or change order so states. No order shall be binding upon Badger Meter until received and accepted by Badger Meter in its sole discretion. Minimum order value is $200 U.S.D. or EUR 200. Orders submitted to Badger Meter may not be cancelled or amended, or deliveries deferred, by Buyer except with Badger Meter's prior written consent, and then only upon such terms as shall be acceptable to Badger Meter on a product by product basis. In the event of cancellation of an order by Buyer, Buyer shall pay Badger Meter's reasonable costs and expenses, plus Badger Meter's usual rate of profit for similar work, and all cancellation charges imposed by Badger Meter's suppliers. Neither Buyer's acceptance of this offer nor any conduct by Badger Meter (including but not limited to shipment of Goods) will oblige Badger Meter to sell to Buyer any quantity of Goods in excess of the quantity that Buyer has committed to purchase from Badger Meter at the time of such acceptance or conduct. Due to continuous efforts to improve and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the quoted or ordered Goods, provided they are in conformance with the requirements of any agreed specifications and do not exceed the prices quoted.

12. **Limited Warranties.**

Generally. Unless otherwise agreed in a writing signed by an authorized officer of Badger Meter, provided by Badger Meter in a written product-specific warranty, or passed through by Badger Meter from the original equipment manufacturer, Badger Meter warrants the Goods (excluding services) supplied hereunder to be free from significant defects in material and workmanship under normal use and service for a period of 18 months from the date of shipment or 12 months from the date of installation, whichever period shall be shorter ("the Warranty Period"). This warranty applies only to the original purchaser of the Goods and does not apply to Goods that are the subject of negligence, accident, or damage by circumstances beyond Badger Meter's control, or any improper operation, maintenance, storage, installation or use. This warranty does not apply to Goods or component parts that were not manufactured by Badger Meter and not covered by a Badger Meter or original equipment manufacturers written warranty, all of which are sold **"AS IS"** and without warranty by Badger Meter. This warranty applies only to covered defects that are discovered during the Warranty Period. Buyer's failure to provide Badger Meter with written notice of any alleged defect within ten (10) days after its discovery constitutes a waiver of the remedies specified herein. If Badger Meter receives timely notice, and if the Goods are proved to Badger Meter's satisfaction to have a warranted defect, Badger Meter will, at its own discretion, expense and within a reasonable period of time, either (1) repair, correct or cure the warranted defect(s), or (2) replace the specific Goods at issue, or (3) give Buyer a refund of the price it paid for the Goods, prorated where appropriate to adjust for the value of any conforming Goods or services accepted and retained by Buyer. Any parts of Goods repaired or replaced under warranty are warranted only for the balance of the Warranty Period on the original part that was repaired or replaced. These remedies shall be Buyer's exclusive remedies (and the sole and exclusive liability of Badger Meter) for any defects or deficiencies relating to or arising out of Goods sold or services performed. All repairs are made on a C.P.T. factory basis (pursuant to Incoterms). **THE WARRANTIES IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO GOODS SOLD OR OTHERWISE PROVIDED BY BADGER METER. BADGER METER EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON- INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

Where Badger Meter provides recommendations to Buyer to address or mitigate issues identified by the Buyer, Buyer acknowledges that Badger Meter will not have access to the full operational aspects and attributes of the Buyer's network. Badger Meter is not a certified consultant and does not provide consulting services unless specifically contracted. All Goods are selected by the Customer and Badger Meter's recommendations do not constitute a requirement for purchase. Badger Meter does not warrant that its product recommendations are an adequate solution for any identified or unidentified Customer issues.

Please note that Badger Meter's warranties for Syrinix branded products do not cover failures, interruptions, and damages resulting directly or indirectly from Acts of God, war, terrorism, civil, disobedience, theft, extreme weather, floods, storms, lightning, tornado, hurricane, fire, combustion, explosion, landslip, volcano and earthquake, extreme temperature, external electrical irregularity including surge and failure, acoustic interference, and third party service provider interruptions.

Buyer's Obligations. Buyer must satisfy the following obligations in order to be eligible for coverage by the applicable warranty. Prior to using or permitting use of the Goods, Buyer shall determine the suitability of the Goods for the intended use and Buyer assumes all risk and liability whatsoever in connection therewith. Buyer agrees that Badger Meter has no post–sale duty to warn Buyer or any other party about any matter or, if such duty exists, Badger Meter satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post–sale duty to warn its customers and indemnifies Badger Meter against any Losses (as defined in Section 17 below) in connection with such duty or failure to warn. Buyer agrees to test and evaluate Goods promptly upon receipt to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application.

Badger Meter does not guaranty the accuracy of information given and recommendations made as to suitability of Goods for Buyer's application or operating conditions. Nothing shall be construed to imply the nonexistence of any relevant patents or to constitute a permission, inducement or recommendation to practice any invention covered by any patent without authority from the patent owner

13. **Intellectual Property.** No Intellectual Property (as defined below) is assigned to Buyer hereunder. Badger Meter shall own or continue to own all Intellectual Property used or created in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Badger Meter, and instead vests in Buyer, Buyer agrees to grant and assign and hereby does grant and assign to Badger Meter all right, title and interest that Buyer may have in and to such Intellectual Property. Buyer agrees not to reverse engineer any Goods purchased or provided hereunder. This includes the reverse engineering of software, source code, or other proprietary elements that Badger Meter provides to Buyer. "**Intellectual Property**" means patents and patent applications, inventions, developments and discoveries, whether or not patentable or copyrightable, trademarks, service marks, trade dress, copyrights, trade secrets, designs, drawings, specifications, database rights, rights in and to confidential information and know-how, and any rights analogous to the same anywhere in the world and existing at any time in the Goods or arising out of or relative to the design or manufacture of the Goods or the provision of services, and all other Intellectual Property and proprietary rights.

Any use of Badger Meter's or its affiliates' or suppliers' trademarks in advertisements or promotion must be preapproved in writing by Badger Meter. Buyer agrees to take all steps which Badger Meter may from time to time consider to be necessary to perfect or protect Badger Meter's or its affiliates' or suppliers' rights in Badger Meter's Intellectual Property including, without limitation, executing all necessary assignments, declarations, and other documents requested by Badger Meter from time to time. Upon expiration or termination of this Agreement for any reason, Buyer shall take such steps and execute such documents as Badger Meter requests to cause Badger Meter or its affiliates or suppliers to own all rights in the Intellectual Property and to terminate any rights Buyer or its affiliates may have to use the Intellectual Property. Buyer shall inform Badger Meter promptly of any potential or actual infringement of any of Badger Meter's or its affiliates' or suppliers' Intellectual Property and shall provide all assistance and information required by Badger Meter, at Badger Meter's expense, in connection with any such infringement.

For Syrinix branded products that require transmission of data, the Buyer agrees to the transmission of information relating to the product and product data during the installation, commissioning and operation of the product and to the analysis and provision of product data, including web-based, server- based and bespoke communication and analytical methodologies, nationally and internationally. The Buyer shall own

all product data provided from the product. Each and every Buyer and its consumers and/or employees hereby grants to Badger Meter a non-exclusive, irrevocable, transferable, royalty free license to store, analyse, copy, edit, record and otherwise use all product data for such purposes, including, without limitation, research, administration and commercial, as Syrinix, in its sole discretion, considers appropriate. This license shall survive the termination of this agreement, however arising, including, without limitation, termination due to Badger Meter's default. To the extent applicable, any use of product data is also subject to the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy) (see https://maps.google.com/help/terms_maps.html).

14. **Compliance with Laws**. Buyer agrees to familiarize itself with and comply with all laws and regulations now or hereafter in effect and applicable to the purchase, transport, use, supply, storage, sale, offer for sale, lease and/or disposal of the Goods ("Laws") including, without limitation, to the extent applicable, the U.S. Foreign Corrupt Practices Act and all other anti-bribery laws, all U.S. anti-boycott laws, and the U.S. Export Administration Act and all regulations thereunder.

If Buyer or its affiliates, agents or representatives engages a freight forwarder or similar service provider, Buyer shall provide Badger Meter with copies of freight forwarder (or similar) records regarding Goods exports promptly upon request.

Buyer shall promptly notify Badger Meter in writing if Buyer receives notice of or otherwise has reason to believe that a violation of any applicable trade laws has occurred or is likely to occur. Buyer assumes all risk with respect to compliance of Goods with applicable Laws (including without limitation all environmental laws in any jurisdiction).

Buyer acknowledges that certain Goods may have restrictions on who can purchase, transport, use, supply, store, sell, offer for sale, lease and/or dispose of ("Actions") the Goods and on how and where such Actions may take place. Buyer agrees to be responsible for determining who may take such Actions and how and where such Actions may take place after Badger Meter's delivery hereunder, and further agrees to ensure that its customers comply with such requirements.

By accepting this Agreement, Buyer confirms that:

- Buyer understands that Goods provided by Badger Meter are subject to U.S. export control laws and regulations, including, without limitation, the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulations;
- Buyer will comply with all applicable U.S., EU, and UN laws and regulations and any other laws, regulations, or orders of similar effect enforced any other applicable jurisdiction whenever we export, re-export, or transfer Product(s) acquired from Badger Meter, insofar as it does not infringe any applicable anti-boycott rule, and acknowledges that the controlling laws and regulations may be amended from time to time;
- Buyer acknowledges that U.S. law prohibits the sale, transfer, export, re-export, or participation in any export transaction involving Badger Meter's Goods with individuals or companies listed in the United Nations Financial Sanctions List, Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List; the U.S. Department of State Nonproliferation Sanctions, AECA Debarred List; U.S. Department

of Treasury's Specially Designated Nationals, Foreign Sanctions Evaders List, Sectoral Sanctions Identifications (SSI) List, Palestinian Legislative Council (PLC) List, The List of Foreign Financial Institutions Subject to Part 561 List, and Blocked Persons Lists; and any additional lists added by the U.S. Government. Buyer will not transfer, export, or re-export, directly or indirectly to any party identified on a restricted party list published by the U.S. government, European Union, or any other government, or to any party otherwise prohibited under any applicable law from receiving Badger Meter Goods;

- Buyer will not use, sell, transfer, export or re-export Badger Meter Goods for use in any activity related to the development, production, use, stockpiling, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, chemical or biological weapons (i.e. the nuclear, chemical or biological materials/substances themselves could be used in weapons and/or the weapon delivery systems for those materials/substances) ("Weapons"), and that Buyer will not transfer, divert, export, or re-export, directly or indirectly, Goods, including any products developed or manufactured using Badger Meter's Goods, to any party engaged in any such activity. nor use such Goods in any facilities that are engaged in activities related to such Weapons. This restriction also includes, but is not limited to:
    - nuclear explosive activities, safeguarded and unsafeguarded nuclear activities
    - rocket systems or unmanned air vehicles
    - maritime nuclear propulsion;
- If Buyer is subsequently engaged in the use, development, production, transfer, export or re-export of any Badger Meter Goods, Buyer acknowledges that it may be subject to and responsible for the export licensing requirements of the U.S. government or any other government;
- Buyer acknowledges that it may receive Goods from Badger Meter exported under a written authorization from the U.S. government or any other government and acknowledge that it may be subject to and responsible for conditions subject to this written authorization and/or be subject to and responsible for the re-export licensing requirements applicable to the U.S. government's or any other government's written authorization;
- Buyer will comply with all applicable laws and regulations whenever Buyer transfers, exports, or re-export Goods obtained from Badger Meter, and Buyer acknowledges that the controlling laws and regulations may be amended from time to time; and
- Buyer will provide Badger Meter with information regarding end-user, end-use, and country of ultimate destination if purchasing Badger Meter Goods for anything other than stock inventory.

Buyer acknowledges that Badger Meter shall file all export formalities related to all export sales from the U.S. including exports where Buyer designates the freight forwarder, unless Buyer is otherwise instructed or notified by Badger Meter in writing from the Global Logistics Department. Export formalities include, but are not limited to, preparing and filing the electronic export information ("EEI"), and obtaining any necessary export licenses. Badger Meter shall ensure the goods are properly documented, cleared for export, and meet all requirements for lawful exportation. Buyer, or their freight forwarder, shall provide any necessary information or documentation requested by Badger Meter to facilitate the export process,

including, but not limited to, supplying the export EEI information, the onboard billing of lading/airway bill and notification of any split shipments, destination, consignee or ultimate consignee changes.

Buyer acknowledges the export transactions from the U.S. that are routed export transactions (RET) as defined in the U.S. Export Administration Regulations, 15 C.F.R. § 772.1 and the Federal Trade Regulations, 15 C.F.R. § 30.1(c) will only be transacted under EXW Badger Meter's Facility

U.S. (Incoterms 2020). Buyer, as the foreign party, shall be considered the Foreign Principal Party in Interest ("FPPI") for these transactions, and as the FPPI authorizes their U.S. agent to facilitate the export of items from the U.S. on the Buyer's behalf and prepare and file the EEI. Buyer shall comply with 15 C.F.R. § 30.3(e)(2) and 758.1(h)(1)(i) by supplying their U.S. agent with a power of attorney or other form of written authorization and shall provide a copy to Badger Meter at time the order is placed. Buyer shall also instruct their U.S. agent to provide Badger Meter a copy of the EEI transaction and the onboard bill of lading/airwaybill. Badger Meter will provide all EEI data elements to Buyer's U.S. agent as required under 15 C.F.R. § 30.3(e)(1) to complete the EEI filing.

15. **Customer Validation.** Badger Meter reserves the right to determine OEM qualifications of any and all buyers to request end customer invoicing in situations where project pricing may have been granted by the factory. Badger Meter reserves the right to determine market definition of any and all buyers and to employ third-party sources, including SIC codes, and/or information about the application or products purchased to determine market definition.

16. **Nuclear Disclaimer.** The Goods are not intended for use in connection with any nuclear facility or activity unless covered by a specific quotation where the conditions of such usage will be detailed. If the Goods are used in a nuclear facility or activity without a supporting quotation, Badger Meter disclaims all liability for any damage, injury or contamination and Buyer shall indemnify and hold Badger Meter, its shareholders, directors, officers, agents, employees, successors, assigns and customers, whether direct or indirect, harmless from and against any and all Losses (as defined in Section 17) which they, any of them, may sustain or incur, whether as a result of breach of contract, warranty, tort (including negligence), strict liability or other theories of law, by reason of such use. The foregoing shall not be deemed to imply or impose liability on Badger Meter where the Goods are used in a nuclear facility or activity with a supporting quotation; all limitations and exclusions in this Agreement and in Badger Meter's Limited Warranty shall apply.

17. **Limitation of Liability.**

Cap on Liability. Badger Meter's aggregate liability in any and all claims and causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Buyer to Badger Meter under this Agreement, whether the Causes of Action are in tort including, without limitation, negligence or strict liability, in contract, under statute or otherwise.

Limitation and Exclusion of Damages. **AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, BADGER METER'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. BADGER METER SHALL NOT BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, DIRECT OR INDIRECT LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, SHUTDOWN OR SLOWDOWN**

COSTS, OR LOSSES RELATING TO COLLATERAL CONTRACTS, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; (II) ANY IN/OUT COSTS; (III) ANY MANUAL METER READING COSTS AND EXPENSES NOR (IV) ANY COSTS AND EXPENSES TO REMOVE PRODUCT FOR WARRANTY ANALYSIS, OR RE-INSTALLATION COSTS AND EXPENSES; "IN/OUT COSTS" MEANS ANY COSTS OR EXPENSES INCURRED BY BUYER IN TRANSPORTING GOOD BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES. "END USER" MEANS ANY END USER OF THE WATER OR GAS THAT PAYS BUYER FOR THE CONSUMPTION OF WATER OR GAS, AS APPLICABLE.

Limitations Unconditional. The limitations on liability set forth in this Agreement are fundamental inducements to Badger Meter entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Badger Meter the maximum protection permitted under law.

Limit on Actions. To the maximum extent permitted by law, no Cause of Action may be instituted by Buyer against Badger Meter more than twelve (12) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than twelve (12) months prior to the filing of the Cause of Action shall be recoverable.

18. **Indemnification**. Buyer releases and agrees to defend, indemnify and hold harmless Badger Meter its shareholders, directors, officers, employees, agents, affiliates, successors, assigns and customers from and against all claims, liabilities, actions, causes of action, fines, penalties, judgments, demands, damages, losses, costs and expenses, including without limitation attorneys' fees and costs, and including damages arising from personal injury or death, in law or in equity, of every kind and nature whatsoever (collectively, "Losses"), arising out of (a) Buyer's or its End User's use of the Goods, (b) breach of this Agreement by Buyer, (c) Buyer's or its End User's products, materials, performance, designs, approvals or instructions, (d) infringement of third party proprietary rights, except to the extent such Losses arise out of a breach of this Agreement by Badger Meter, (e) any violation of Buyer of any law, rule or regulation, (f) any negligence or willful misconduct of Buyer, or (g) any modifications or changes made to the Goods by or on behalf of any person other than Seller or its Representatives, if the infringement would have been avoided without such modification or change. Prior to settling any claims, Buyer will give Badger Meter an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Badger Meter's written consent. In the event of any recall affecting Goods, Badger Meter shall have the right to control the recall process and Buyer shall fully cooperate with Badger Meter in connection with the recall.

19. **Confidentiality.**

Generally. Buyer acknowledges that all Badger Meter Confidential Information (as defined below) which may be disclosed to it by Badger Meter or its affiliates or suppliers shall at all times, during and after expiration or termination of this Agreement for any reason, remain Badger Meter's exclusive property, and

Buyer shall not acquire any proprietary interest whatsoever therein. Buyer shall (and shall cause its employees and contractors to) keep all Badger Meter Confidential Information strictly confidential and shall not disclose it to any third party or use it, except to the extent reasonably required to perform this Agreement or as required under applicable law, court order or regulation. As used herein "Badger Meter Confidential Information" means any and all non-public information of Badger Meter, including without limitation the terms of this Agreement, and all non-public data, specifications, equipment and product information, prototypes, drawings, technical information, engineering drawings, forecasts, sales data, "know-how", designs, computer programs, processes, inventions, current and future (unreleased) products and technology, and confidential business information such as cost data, profit margins, sales strategies, supplier information, procurement requirements, employee information, customer preference or needs, customer data and employee capabilities which are not available to the public, unpublished U.S. and foreign patent applications, invention disclosure forms, all technical information about products or services, pricing information, marketing and marketing plans, Goods performance, Goods architecture and design, other business and financial information, software, third party information Badger Meter is required to keep confidential, any materials derived from or based upon Badger Meter Confidential Information, and all trade secrets. Badger Meter Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by Buyer.

Notwithstanding the foregoing, "Badger Meter Confidential Information" shall not include: (i) any information that is in the public domain other than due to Buyer's breach of this Agreement; or (ii) any information Buyer can demonstrate by documentary evidence was in the possession of the Buyer without restriction prior to disclosure by Badger Meter. Upon expiration or termination of this Agreement for any reason, and otherwise upon Badger Meter's request, Buyer shall, within fifteen (15) days surrender to Badger Meter all plans, drawings, specifications, sketches, literature, samples, documents and other tangible objects and copies thereof relating to Badger Meter Confidential Information and all of Badger Meter's or its affiliates' or suppliers' property. Nothing in this Agreement shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Badger Meter, its affiliates or suppliers with broader protection than that provided herein.

Engineering Data. All engineering data, design information and engineering and shop drawings used in the completion of Buyer's order are and shall remain Badger Meter's property. Buyer shall not copy, distribute or communicate to any third party such data without Badger Meter's prior written permission. However, Buyer shall distribute appropriate product data regarding operation, safety and maintenance to the end user.

Personal Information Safeguards This Section will apply unless superseded by a prior agreement. Under this Agreement, Badger Meter will not receive, or have access to, use or store Personal Information (as defined below), unless otherwise notified by Buyer with written notice that such information is pertinent to the transaction. If however, Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, then this will apply (in addition to Section 18 [Confidentiality]).

"Data Protection Law" means: (a) the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (as updated); (b) any other applicable data privacy legislation or regulation; and (c) Badger Meter's privacy policy (available here.)

"Personal Information" means any information relating to an identified natural person or a directly or indirectly identifiable natural person.

To the extent Badger Meter receives, or has access to, uses or stores Personal Information under this Agreement, Badger Meter will:

- immediately notify Buyer;
- implement and maintain administrative, physical, and technical safeguards ("Safeguards") that meet or exceed relevant industry standards and that protect the security and privacy of Personal Information. Badger Meter will not permit access to Personal Information except to those who need to know it in order to perform under this Agreement, and will ensure that any third party accessing Personal Information protect it with Safeguards at least as strong as Badger Meter's Safeguards;
- upon Buyer's instruction and in accordance with Badger Meter's electric record retention policy, delete such Personal Information immediately or return it to Buyer in a secure manner and delete all remaining copies of Personal Information after such return and provide documentation of the deletion to Buyer;
- not use the Personal Information for any other purpose than compliance with its' obligations under this Agreement; and
- if Badger Meter has reason to believe that Personal Information is reasonably likely to have been accessed for an unauthorized purpose or by unauthorized persons (a "Breach"): (a) promptly notify Buyer (b) reasonably assist Buyer in investigating and remedying any Incident and any related inquiry or claim; and (c) provide Buyer with reasonable assurance that Badger Meter has corrected all circumstances under Badger Meter's control that led to the Incident.

20. **Returns.** No Goods may be returned for credit or repair without a Returned Material Authorization (RMA) issued by Badger Meter. Badger Meter reserves the right to reject return if Buyer does not get prior authorization and RMA. Authorized return shipments must be returned in original packaging and in good condition to Badger Meter's designated receiving point, must be accompanied by a packing slip, including Badger Meter's RMA number, and must have transportation charges prepaid. NO RETURNS ACCEPTED WITHOUT PRIOR BADGER METER AUTHORIZATION EVIDENCED BY A VISIBLE RMA NUMBER ON THE OUTSIDE OF THE PACKAGE. If returned Goods are severely damaged in shipping, based on poor packing, they may not be eligible for credit.

Correspondence concerning all returned Goods must be addressed to the appropriate Badger Meter office and party. Badger Meter reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any credit, plus freight, insurance, packing, import and export costs. Unused or uninstalled product returns received prior to 90 days after invoice date are eligible to be credited back to the customer with Badger Meter approval. Only current versions of other products are eligible to be credited back to the customer. Badger Meter reserves the right to charge a restocking fee.

21. **Assignment**. This Agreement may not be assigned by either party without the written consent of the other (which consent shall not be unreasonably withheld). However, consent will not be required for internal

transfers and assignments of Badger Meter, its subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganization.

22. **Governing Law and Dispute Resolution.** This Agreement shall be deemed as made and accepted in Wisconsin, USA. This Agreement and all disputes hereunder shall be governed by, resolved and construed under the internal laws of the State of Wisconsin without regard to rules relating to conflict of laws. Neither this Agreement nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Upon expiration or termination of this Agreement for any reason, Badger Meter shall have all of the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Goods.

VENUE FOR ANY SUIT OR ACTION RELATING TO OR ARISING OUT OF ANY GOODS PURCHASED FROM OR SERVICES PERFORMED BY BADGER METER SHALL LIE EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN MILWAUKEE COUNTY, WISCONSIN, USA, AND BUYER CONSENTS TO THE JURISDICTION OF SUCH COURTS AND AGREES TO APPEAR IN ANY SUCH ACTION UPON WRITTEN NOTICE THEREOF.

23. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. **Non-Waiver.** Failure or delay of Badger Meter to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

25. **Government Contracts.** If the provision of Goods by Badger Meter under accepted orders is subject to mandatory provisions of U.S. law concerning contracts or subcontracts with or for the benefit of the U.S. or any state or other national government, Buyer shall so notify Badger Meter in advance of order acceptance specifying the mandatory provisions of U.S, state or other national government law which apply.

26. **Cumulative Remedies.** Badger Meter's rights and remedies under the Agreement are cumulative and in addition to all other rights and remedies available to Badger Meter at law or in equity.

27. **Relationship of Parties.** Buyer and Badger Meter are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party.

EXHIBIT D

GEFA Provisions

(See Attached)

With respect to the attached GEFA provisions, please note:

1. The original RFP indicated there is a 0% MBE/WBE requirement. As this is a supply-only contract and we are a direct manufacturer that produces all of these products, we believe this is appropriate. As such, it is understood by the parties that the MBE/WBE requirements in the GEFA Provisions are N/A.
2. Badger Meter products meet the American Iron and Steel Requirement of Section 746 of Title VII of the Consolidate Appropriations Act of 2017 in connection with the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF), per the Guidance provided by the United States Environmental Protection Agency on March 20, 2014, as the Guidance states meters and appurtenances are not “construction materials” for the purposes of the AIS requirement.

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

SUPPLEMENTAL GENERAL CONDITIONS

for

FEDERALLY ASSISTED STATE REVOLVING FUND CONSTRUCTION CONTRACTS

December 7, 2022

The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts in excess of $10,000 to be funded in whole or in part by the federally-assisted State Revolving Fund in the state of Georgia.

These Supplemental General Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Supplemental General Conditions must be satisfied for work to be funded with the State Revolving Fund.

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INSTRUCTIONS AND GENERAL REQUIREMENTS

It is the policy of the State Revolving Loan Fund (SRF) to promote a fair share of subcontract, materials, equipment, and service awards to small, minority, and women-owned businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required for project costs to be eligible for SRF funding. The fair share objective is a goal, not a quota. Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER:

A. Before beginning the work of any contract:

1) **DBE Compliance Form and related documentation.** The Owner must submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with Disadvantaged Business Enterprise (DBE) requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. (Pages GEFA-4 and 5)
2) **Certification Regarding Equal Employment Opportunity.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form, and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-9)
3) **Certification Regarding Debarment, Suspension, and Other Responsible Matters.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-10)

B. During the performance of the contract:

4) **Changes to Subcontractors Form.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous GEFA concurrences, the Owner must submit this information to GEFA for prior concurrence for the affected subcontract work to be eligible for SRF funding. (Page GEFA-11)
5) **DBE Annual Report.** The Owner must submit this information to GEFA no later than October 20 of any year that the construction contract is active. (Page GEFA-12)
6) **Certified Payrolls.** These should be submitted to the Owner weekly for the Prime Contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection. Use U.S. Department of Labor form WH-347 or a similar form that contains all the information on the U.S. Department of Labor.

THE OWNER MUST SUBMIT INFORMATION FOR GEFA REVIEW AND CONCURRENCE TO:

Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, Georgia 30334
404-584-1000 (phone)
404-584-1069 (fax)
waterresources@gefa.ga.gov

DBE COMPLIANCE FORM

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE REVIEW. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient _____ **SRF Loan Number** _____

PRIME CONTRACTOR'S AND OWNER'S CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.

_____ **Date**_____
(Prime Contractor signature)

_____
(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

_____ **Date**_____
(Signature of Owner or Owner's representative)

_____
(Printed name and title)

CONTACT INFORMATION

Owner contact _____

Owner phone number and email _____

Consulting Engineer contact _____

Consulting Engineer phone number and email _____

Proposed Prime Contractor _____

Prime Contractor contact _____

Prime Contractor phone number and email _____

Proposed total contract amount $ _____

Proposed total MBE participation $ _____ **Percentage** _____ **Goal: 4.0 percent**

Proposed total WBE participation $ _____ **Percentage** _____ **Goal: 4.0 percent**

CONTINUED ON NEXT PAGE

Please submit the following with the DBE Compliance Form:

a. List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status.

b. Indicate in writing if no solicitations were made because the Prime Contractor intends to use only its own forces to accomplish the work.

c. Proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA criteria) for each subcontractor listed as a DBE, MBE, or WBE.

d. Documentation of solicitation efforts for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters and emails, printout of online solicitations, printouts of online search results, and copies and affidavits of publication in newspapers or other publications. (see also, "Six Good Faith Efforts", page GEFA-7).

   i. The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three certified WBE firms to bid in each expected subcontract trade or area. If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource.
   ii. The Prime Contractor is encouraged to follow-up each written, fax, or email solicitation with at least one logged phone call.
   iii. Whenever possible, post solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

e. Written justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

f. Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (GEFA-9)

g. Certification By Proposed Prime or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters. (GEFA-10)

END OF DBE COMPLIANCE FORM

DBE COMPLIANCE CHECKLIST

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER BEFORE THE WORK BEGINS:

Loan Recipient _____ **SRF Loan Number** _____

Include in Package Submittal

PRIME CONTRACTOR ONLY	TOTAL CONTRACT AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

PRIME CONTRACTOR ONLY *(Not applicable if self-performing all work, with no subcontracting)*

1. **DBE Compliance Form.** The Owner must sign and submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with DBE requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. **(Pages GEFA-4 and 5**)

2. **Certification Regarding Equal Employment Opportunity**. This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. **(Page GEFA-9)**

3. **Certification Regarding Debarment, Suspension, and Other Responsible Matters**. This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. **(Page GEFA-10)**

Uncommitted Trades

Documentation of Good Faith Efforts

Newspaper ads		Internet Websites	Fax Confirmation	Copies of Solicitation Emails/letters	Copies of phone logs
PROOF OF CERTIFICATION FOR EACH SUBCONTRACTOR LISTED AS A DBE, MBE, OR WBE					

SIX GOOD FAITH EFFORTS

These good faith efforts are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such good faith efforts are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the resources, services, and assistance of the U.S. Department of Transportation (DOT), U.S. Small Business Administration (SBA), and the Minority Business Development Agency of the U.S. Department of Commerce (MBDA).

6. If the Prime Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's). DBEs must be certified to be counted toward the Prime Contractor's MBE/WBE goals. "Self-certified" DBE subcontractors will not be counted toward the Prime Contractor's MBE/WBE goals. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The Prime Contractor must employ and document the **Six Good Faith Efforts** for all subcontracts, even if the Prime Contractor has achieved the fair share objectives.

The documentation of solicitations for the **Six Good Faith Efforts** must be detailed to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, and affidavits of publication in newspapers or other publications. The Prime Contractor is encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.

The Prime Contractor should attempt to identify and solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor must notify the Owner in writing prior to any termination and must employ the Six Good Faith Efforts described above if using a replacement subcontractor. Any proposed changes from the approved DBE subcontractor list must be reported to the Owner and to GEFA on the *Changes to Approved Subcontractors Form* (GEFA-14) prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to GEFA for new DBE subcontracts.

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTORS

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTOR'S FOR DIRECT SOLICITATION:

Georgia Department of Transportation (GDOT)
Disadvantaged Business Enterprise Program
404-631-1972
https://www.dot.ga.gov/GDOT/Pages/DBE.aspx

City of Atlanta, Georgia Office of Contract Compliance
404-330-6010
https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance

DeKalb County, Georgia
Office of Purchasing and Contracting
404-371-4730
http://dekalblsbe.info/wordpress1/wp-content/uploads/2016/05/DeKalbCountyCertifiedVendorsListMay10-2016-Final2.pdf

Fulton County, Georgia
Purchasing and Contract Compliance
404-612-5800

Metropolitan Atlanta Rapid Transit Authority (MARTA)
Disadvantaged Business Enterprise Program
404-848-4656

U.S. Environmental Protection Agency
http://www.epa.gov/osbp/dbe_team.htm

For more information about DBE compliance, contact:
waterresources@gefa.ga.gov

NOTES:

(1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three WBE firms to bid in each expected subcontract area or trade.
(2) If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
(3) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.
(4) The Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.
(5) Contact GEFA Project Managers at 404-584-1000 or waterresources@gefa.ga.gov for further assistance or resources.

CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Proposed Prime Contractor
Proposed Subcontractor

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25), (as amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971). Any bidder or prospective prime contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES _____ NO _____

(2) Compliance Reports were required to be filed in connection with such contract or subcontract.
YES _____ NO _____ (If YES, state what reports were filed and with what agency.)

(3) Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1 Report).
YES _____ NO _____ (If NO, please explain in detail.)

The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS

Proposed Prime Contractor
Proposed Subcontractor

Under Executive Order 12549 individuals or organizations debarred from participation in federal assistance programs may not receive an assistance award under federal program or sub-agreement there under for $25,000 or more. Accordingly, each recipient of a state loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 2 CFR §1532.220).

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

_____ **I am unable to certify to the above statements. My explanation is as follows:**

CHANGES TO APPROVED SUBCONTRACTORS FORM

Loan Recipient _____ **SRF Loan Number** _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants.

_____ Date_____
(Prime Contractor signature)

_____
(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

_____ Date_____
(Signature of Owner or Owner's representative)

_____
(Printed name and title)

GENERAL INFORMATION:

1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state reason.

Subcontractor Name:	**Trade**
Reason Terminated or Replaced	

2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract, and DBE status.

New Subcontractor Name and Contact Person	**Trade**
Address	**Telephone Number**
Dollar Amount	**DBE Status**

1) Attach proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.

2) Attach documentation of Six Good Faith Efforts solicitation effort for all new subcontracts.

3) Provide justification for not selecting any certified DBE subcontractor that submitted a low bid for any subcontract area.

4) For each subcontractor, attach certifications regarding Equal Employment Opportunity (GEFA-9) and certifications regarding Debarment, Suspension, and Other responsible Matters (GEFA-10)

DBE ANNUAL REPORT
FORM (5700-52A)

This form must be completed by recipients of federal financial assistance for procurement of supplies, equipment, construction, or services. SRF loan recipients are required to submit this report to GEFA by the 20th of October for the previous period of October 1 through September 30. Please submit a "negative" report even if $0 is the amount paid to MBE/WBE subcontractors during the reporting period.

<table>
<tr><th colspan="4">ANNUAL REPORT FORM (5700-52A)</th></tr>
<tr><td colspan="2">1. PRIME CONTRACTOR</td><td colspan="2">2. REPORTING PERIOD (Complete date using current year.)
Period Ending (September 30, _____)</td></tr>
<tr><td colspan="2">3. SUBMIT TO:
Georgia Environmental Finance Authority
Attention: DBE Compliance Coordinator
47 Trinity Ave SW
Fifth Floor
Atlanta, Georgia 30303
waterresources@gefa.ga.gov</td><td colspan="2">4. LOAN RECIPIENT (Name, Address, and Telephone)</td></tr>
<tr><td>5. LOAN RECIPIENT (OWNER)
REPORTING CONTACT</td><td>PHONE:</td><td>6. TYPE OF FEDERAL FINANCIAL ASSISTANCE PROGRAM (Check one)
CWSRF _____ DWSRF_____</td><td>7. SRF LOAN NUMBER</td></tr>
<tr><td colspan="2">8. CONTRACTOR NAME AND TOTAL CONSTRUCTION CONTRACT AMOUNT</td><td colspan="2">9. ACTUAL DOLLAR AMOUNT PAIDTO MBE/WBE SUBCONTRACTORS THIS PERIOD
$ MBE_____ $ WBE_____ NEGATIVE REPORT ($0) ___</td></tr>
<tr><td colspan="2">10. RECIPIENT'S MBE/WBE GOALS
MBE 4.0 % WBE 4.0 %</td><td colspan="2">11. TOTAL DOLLARS SPENT THIS PERIOD
MBE $_____
WBE $_____
NON MBE/WBE $_____
TOTAL $ _____</td></tr>
<tr><td colspan="2">12. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT (OWNER).</td><td>13. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT.</td><td>14. DATE</td></tr>
<tr><th colspan="4">MBE/WBE PAYMENTS MADE DURING PERIOD</th></tr>
<tr><td colspan="2">NAME AND ADDRESS of DBE (SUB)CONTRACTOR (indicate if MBE or WBE firm)</td><td colspan="2">TOTAL DOLLAR AMOUNT PAID AND DATE PAID
$_____ DATE_____</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
</table>

SPECIAL PROVISIONS

(a) The Prime Contractor is required to pay its subcontractors in accordance with the Georgia Prompt Payment Act (OCGA 13-11).

(b) The Prime Contractor is required to insert the entirety of the Davis Bacon contract requirements into all subcontracts.

(c) Sewer line and water line crossing of all roads and streets shall be done in accordance with the Georgia Department of Transportation (D.O.T.) Policies and Procedures and must comply with the Ga. D.O.T. Standard Specifications, Construction of Roads and Bridges, 1993 Edition.

(d) Construction shall be carried out so as to prevent bypassing of wastewater flow and to prevent interruption of drinking water treatment during construction. EPD must receive written notification prior to any reduction in the level of treatment and must approve all temporary modifications to the treatment process prior to the activity.

(e) Erosion and Sedimentation Control shall be accomplished in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 as currently amended and NPDES General Permits (Storm Water from Construction Sites). See also epd.georgia.gov and gaswcc.georgia.gov for information regarding permits.

(f) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with state and local regulations as appropriate.

(g) It is the duty of the Prime Contractor, the Owner and the Engineer to ensure the construction of the project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the state of Georgia or any agency thereof, territorial, or any local government laws or political subdivision and ordnances to the extent that such requirements do not conflict with federal laws and this subchapter.

(h) EPD, EPA, and GEFA shall have access to the site and the project work at all times.

BONDS

Bonding requirements for Contracts of $100,000 or less are contained in the General Conditions. Bond requirements of contracts in excess of $100,000 are:

1. Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;

2. Performance bond equal to 100 percent of the contract price, and;

3. Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

SPECIAL NOTICE TO BIDDERS

By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4 (b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed $10,000.00). The bidder understands and agrees that “affirmative action” as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

EQUAL EMPLOYMENT OPPORTUNITY NOTICE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause which is included in the nondiscrimination Provision and Labor Standards, EPA Form 5720-4 and the Standard Federal Equal Employment Opportunity (EEO) Construction Contract Specifications set forth herein.

2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	**4.0 percent**
Goals for female participation for each trade	**4.0 percent**

   These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation to the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical area where the contract is to be performed giving the state, county, and city, if any).

EEO Construction Contract Specifications

Executive Order 11246
https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended

N/A **Davis-Bacon and Related Acts**
https://www.dol.gov/agencies/whd/government-contracts/construction

N/A **INSERT WAGE RATE DETERMINATION HERE**

Wage Rates (for *Heavy Construction*) are state/county specific can be found at:
http://www.dol.gov/whd/govcontracts/dbra.htm

N/A **Sample Payroll Form (WH-347) is found at:**
http://www.dol.gov/whd/forms/wh347.pdf

N/A **Labor Standards Interview Form (SF-1445) is found at:**
http://www.gsa.gov/portal/forms/download/115910

N/A **Davis-Bacon (WH-1321) poster is found at:**
http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf (*English*)

http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf (*Spanish*)

N/A **Fair Labor Standards Act Minimum Wage poster is found at:**
http://www.dol.gov/whd/regs/compliance/posters/minwagebwp.pdf (*English*)

http://www.dol.gov/whd/regs/compliance/posters/minwagespbwP.pdf (*Spanish*)

"EEO Is the Law" poster is found at:
https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRights_10_20.pdf
(*English*)

https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRightsSp_10_20.pdf
(*Spanish*)

OSHA poster is found at:
https://www.osha.gov/sites/default/files/publications/osha3165.pdf
(*English*)

https://www.osha.gov/sites/default/files/publications/osha3167.pdf
(*Spanish*)

N/A CERTIFIED PAYROLL REVIEW CHECKLIST

(This is a *recommended Certified Payroll Review Checklist for the Owner's use*.)

CONTRACT ID City of CW/DWSRF#00 - 000	**PRIME CONTRACTOR/SUBCONTRACTOR** X Construction
GENERAL WAGE DECISION AND DATE (Insert number and date)	**PAYROLL PERIOD ENDING**

INSTRUCTIONS: This checklist is to be used in conjunction with projects requiring Davis-Bacon Wage Rates and compliance reviews. All certified payrolls are to be date stamped upon receipt from the prime contractor.

Payroll Information Checklist:

_____ Prime Contractor's or subcontractor's name and address
_____ Contract ID numbers (GEFA SRF No.)
_____ Week ending.
_____ Project location.

_____ Employee ID or Last four digits of Social Security
- _____ Number Social Security Number removed
- _____ Employee's work classification
- _____ Identification of OJTs, apprentices, and program levels (%) on payrolls.
- _____ Verify that OJT and Apprentice Program documentation is in project files.

_____ Daily and weekly employee hours worked in each job classification.
- _____ Daily and weekly employee overtime (or premium) hours worked
- _____ Total weekly hours worked on all jobs (prevailing and non-prevailing wage).
- _____ Base rate shown for each employee, overtime (or premium) rate shown when worked.
- _____ Verify correct wage rates are being paid.
- _____ Verify overtime is being paid correctly (over 40 hrs/wk, and Time and a half)
- _____ Week's gross wages
- _____ Week's itemized deductions.
- _____ Week's net wages paid

_____ Compliance statement attached.
- _____ Method of fringe benefit payment described by checking either box (4)(a) or (4)(b).
- _____ Fringe benefit package information in file and updated as needed (if 4(a) is checked)
- _____ Exceptions explanation for fringe benefit (4)(c).
- _____ Signature.

Compliance Review Checklist (for field reviews):

_____ Verify work classifications reported are consistent with the work performed.
_____ Compare payrolls with wage rate interviews when conducted.
_____ Compare number of employees and hours worked with project documentation.

REVIEWED BY:	**DATE**

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AMERICAN IRON AND STEEL
SPECIAL CONDITIONS AND INFORMATION

For

FEDERALLY ASSISTED
STATE REVOLVING LOAN FUND
CONSTRUCTION CONTRACTS

April 11, 2014

The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts to be funded, in whole or in part, through the Federally-assisted State Revolving Fund in the State of Georgia for projects subject to the American Iron and Steel requirements.

These Special Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Special Conditions must be satisfied in order for work to be funded with the State Revolving Fund.

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GENERAL REQUIREMENTS

These Special Conditions are based on guidance provided by the United States Environmental Protection Agency (EPA). Public Law 113-76, the Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement that requires State Revolving Loan Fund (SRF) assistance recipients to use iron and steel products that are produced in the United States for projects in this project. A copy of Section 436 of the Act is found in Appendix 3.

The products and materials subject to these requirements will be defined in Appendix 1 of these special conditions.

The Owner must maintain documentation of compliance with the AIS requirements. The documentation that the Owner maintains will be subject to review and audit by representatives of the state of Georgia, the EPA, the EPA Office of the Inspector General, and other federal authorities.

The Prime Contractor must provide certifications of compliance for all products subject to AIS requirements to the Owner prior to requesting payments for those products. The Owner or the Engineer may require certifications of compliance with submittals and shop drawings for these products as part of the submittal review process.

All manufacturing processes for a covered iron or steel product, as further defined in Appendix 1, must take place in the United States. If a covered product is taken out of the US for any part of the manufacturing process, it becomes foreign source material.

The EPA recommends the use of a step certification process to document the locations of the manufacturing processes involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that its step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached in Appendix 2 is a sample step certification.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes for the product and for its iron and steel components occurred in the United States. The EPA states that additional documentation may be needed if the certification lacks important information and recommends step certification as the best practice. A sample final manufacturer certification is attached in Appendix 2.

The Prime Contractor may document that incidental and generally low cost components, as defined in Appendix 1, are compliant with AIS requirements under the De Minimis Waiver issued by the EPA. For these items, the Contractor must provide the Owner with documentation of costs for these items, including invoices, and a report of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined. A sample De Minimis report is attached is Appendix 2.

Contractor, supplier, and manufacturer records are subject to review and audit by the EPA, its Inspector General, and other federal authorities.

Failure to comply with these requirements may delay, limit, or prevent the disbursement of SRF funds to the Owner. Violations of AIS requirements will require correction by the Contractor as determined by the Owner and Engineer, including replacement of deficient products with compliant products and compensation for costs and other damages that may result. Violations may also subject the Owner, the Contractor, and suppliers to other enforcement actions within the discretion of the EPA and other federal authorities.

The Act permits EPA to issue waivers for a case or category of cases in which EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent. The Contractor should notify the Owner and Engineer immediately if it finds that a waiver may be required.

By submitting a bid for this project and by executing this construction contract, the Contractor acknowledges to and for the benefit of the Owner and the state of Georgia that it understands that the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund and that Federal law authorizing these Funds contains provisions commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the state of Georgia that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the state of Georgia. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the state of Georgia to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or the state of Georgia resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the state of Georgia or any damages owed to the state of Georgia by the Owner). The Owner and the Contractor agree that the state of Georgia, as a lender to the Owner for the funding of its project, is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the state of Georgia.

Appendix 1 – Definitions

For purposes of the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the project:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete (defined in more detail below); and
Construction materials (defined in more detail below).

Product primarily of Iron or steel: The product must be made of greater than 50% iron or steel, measured by cost. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required, except as required for reinforced precast concrete. If a product is composed of more than 50% iron or steel, but is not listed in Section 436 (a) (2) of the Act, it is not required to be produced in the US. Alternatively, the iron or steel in such a product can be sourced from outside the US.

Steel: An alloy that includes at least 50 percent iron and between 0.02 and 2 percent carbon and may include other elements. Other alloys of iron are not required to be produced in the US.

Produced in the United States: Production in the US of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

Municipal Castings: Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings include access hatches, ballast screen, benches, bollards, cast bases, cast iron hinged hatches, cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes, drainage grates, frames & curb inlets, inlets, junction boxes, lampposts, manhole covers, rings & frames, risers, meter boxes, steel hinged hatches, steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes.

Structural Steel: Structural steel is rolled flanged shapes, having at least one dimension of their cross-section 3 inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

Reinforced Precast Concrete: While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing rebar must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing rebar is considered to be a construction material and must be produced in the US.

Construction Materials subject to AIS: Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: welding rods, wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, gates, and screens.

Construction Materials not subject to AIS: Mechanical and/or electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples, including their appurtenances necessary for their intended use and operation, are NOT considered construction materials: pumps, motors, gear reducers, drives, variable frequency drives (VFDs), mixers, blowers/aeration equipment, compressors, meters, electric/pneumatic/manual accessories used to operate valves (such as valve actuators), gates, motorized screens (such as traveling screens), sensors, controls, switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, dewatering equipment, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, and analytical instrumentation.

Items temporarily used during construction, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel. For example, trench boxes or scaffolding are not considered construction materials subject to AIS requirements.

Incidental Components compliant with AIS under the De Minimis Waiver: This waiver permits the use of de minimis incidental components that may otherwise be prohibited under AIS. These de minimis items may cumulatively comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into the project. The cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into the project.

These items are miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are permanently incorporated into the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not always readily or reasonably identifiable prior to procurement in the normal course of business. For other incidental components, the country of manufacture may be known, but the miscellaneous character in conjunction with the low cost, individually and in total, as typically procured in bulk, mark them as properly incidental. Examples of incidental components include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube.

Examples of items that are not incidental and are not covered by the De Minimis Waiver include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures.

Items covered as compliant under this waiver must be documented in a report to the Owner to demonstrate that they are both incidental and that they fall within the cost allowances of this waiver. The costs of these items must be documented by invoices. The report must include a listing of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the Waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined.

Appendix 2 – Sample Certifications
Step Certification

The following information is provided as a sample letter of step certification for American Iron and Steel compliance. Documentation must be provided on company letterhead. This is to be provided by each handler (supplier, fabricator, manufacturer, processor, etc.). Each time a step in the manufacturing process takes place, the handler delivers its work along with a certification of its origin.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Appendix 2 – Sample Certifications
Final manufacturer certification

The following information is provided as a sample letter of the final manufacturer to certify American Iron and Steel compliance for the entire manufacturing process. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement of P.L. 113-76 and as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Appendix 2 – Sample Certifications
Contractor De Minimis Report

Owner: (Owner Name)
SRF Project No: (SRF Number)
Project Description: (Contract title or brief description)
Date: (Date of report)
Submitted by (name & title): (Contractor representative)
Company Name

LIST OF MATERIALS OR CATEGORIES OF MATERIALS PERMANENTLY INCORPORATED INTO THE PROJECT	COST
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Total Permanent Materials	**$10,000.00**

1 % of total material cost	**$100.00**	**Maximum cost for individual item waived**
5 % of total material cost	**$500.00**	**Maximum cumulative cost for category waived**

LIST OF MATERIALS OR CATEGORIES OF MATERIALS COVERED BY DE MINIMIS WAIVER	COST	COMPLIANT (Yes/No)
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Total De Minimis Items	**$500.00**	Yes

INVOICES ATTACHED FOR DE MINIMIS ITEMS.

The Act states:

Sec. 436 (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

BUILD AMERICA, BUY AMERICA ACT
SPECIAL CONDITIONS AND INFORMATION
for
FEDERALLY ASSISTED
STATE REVOLVING LOAN FUND
CONSTRUCTION CONTRACTS

The following memorandum issued by the U.S. Environmental Protection Agency on November 3, 2022, provides implementation guidance for the Build America, Buy America Act (BABA). Exhibit D of the Georgia Environmental Finance Authority Loan Agreement requires compliance with BABA as needed. The following two links contain the required language for agreements.

Appendix 1 language is required to be inserted into construction contracts to comply with BABA.

Appendix 2 language is incorporated by reference into Exhibit D of GEFA's State Revolving Fund assistance agreements.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

November 3, 2022

MEMORANDUM

SUBJECT: Build America, Buy America Act Implementation Procedures for EPA Office of Water Federal Financial Assistance Programs

FROM: Radhika Fox
Assistant Administrator

TO: EPA Regional Water Division Directors, Regions I – X
EPA Office of Water Office Directors

OVERVIEW

The Biden-Harris Administration recognized the Nation's critical need for infrastructure investment, championing the Bipartisan Infrastructure Law (BIL), which Congress passed on November 15, 2021 (also known as the Infrastructure Investment and Jobs Act (IIJA)). The BIL will provide an unprecedented level of federal investment in water and wastewater infrastructure in communities across America.

In Title IX of the IIJA, Congress passed the Build America, Buy America (BABA) Act, which establishes strong and permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure. The U.S. Environmental Protection Agency (EPA) Office of Water is honored to help lead the implementation of these provisions and is proud of its near decade of successful implementation of the American Iron and Steel (AIS) provisions for its flagship water infrastructure programs.

This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will spur investment in good-paying American manufacturing jobs and businesses. EPA's efforts to implement BABA will help cultivate the domestic manufacturing base for a wide range of products commonly used across the water sector but not currently made domestically. This will take time, and flexibility will be important to ensure that EPA can leverage critical water investments on time and on budget to protect public health and improve water quality.

IMPLEMENTATION

Recognizing the opportunity and need for BABA implementation guidance, the Made in America Office (MIAO) of the Office of Management and Budget (OMB) published Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure (OMB Guidance M-22-11) on April 18, 2022. The guidance provides government-wide implementation direction for all Federal financial assistance programs for infrastructure. Despite the extensive guidance developed by MIAO, EPA's Office of Water infrastructure investment programs have received many questions that were not addressed in OMB Guidance M-22-11 or that require further clarification for EPA water infrastructure programs. The following questions and answers serve to supplement OMB Guidance M-22-11 with implementation procedures specific to EPA's relevant water infrastructure programs.

Section 70914(a) of the IIJA states when a Buy America preference under BABA applies: "Not later than… [May 14, 2022], the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, Federal financial infrastructure investments obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States. For many of EPA's Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

EPA's Office of Water implements many infrastructure investment programs subject to BABA requirements, including the following:

- Alaska Native Villages and Rural Communities Water Grant Program (ANV) (and any associated Interagency Agreements with the Indian Health Service)
- Clean Water and Drinking Water State Revolving Fund Programs (CW and DWSRF)
- Clean Water and Drinking Water Grants to U.S. Territories and the District of Columbia
- Clean Water Indian and Drinking Water Tribal Infrastructure Grant Set-aside (and any associated Interagency Agreements with the Indian Health Service)
- Coastal Wetlands Planning, Protection and Restoration Act, (CWPPRA) Programs
- Congressionally Directed Spending/Community Project Funding (also known as Community Grants)
- Geographic Programs[1]
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

[1] Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water's dedicated website – https://www.epa.gov/cwsrf/build-america-buy-america-baba – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers. You may also email questions to BABA-OW@epa.gov.

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

- Section 1: General 4
- Section 2: Product Coverage 5
- Section 3: Co-funding 9
- Section 4: Waivers 10
- Section 5: Documenting Compliance 12
- Section 6: Programs with American Iron and Steel Requirements 16
- Section 7: Program-Specific Issues 17
- Appendix 1: Example Build America, Buy America (BABA) Act Construction Contract Language 22
- Appendix 2: Example Build America, Buy America (BABA) Act Assistance Agreement Language 23

QUESTIONS AND ANSWERS

SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?

    - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements." In most cases, the assistance recipient's representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

      All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.

- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?

    - A1.2: No. According to the OMB Guidance (M-22-11), a "project" is defined as "…any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States." Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
    -

- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?

    - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no "small portion" or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?
    - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?
    - A2.1: EPA considers the terms "predominantly" and "primarily" to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.

- Q2.2: What is the definition of construction materials (with examples)?
    - A2.2: From OMB Guidance M-22-11: "construction materials" include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
        - non-ferrous metals,
        - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
        - lumber, and
        - drywall.

      For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?
    - A2.3: From OMB Guidance M-22-11: "…all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total

cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation…"

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?
    - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

      In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as "Iron and Steel" under BABA?
    - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for "iron and steel" items or products under either requirement):

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel Benches	Bollards	Cast Bases
Cast Iron Hinged Hatches	Cast Iron Riser Rings	Catch Basin Inlets
Cleanout/Monument Boxes	Construction Covers and Frames	Curb and Corner Guards

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digestor Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)
Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made "primarily" of iron and steel but would be classified as "manufactured products" under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered "manufactured products" under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)
Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?
    - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don't require BABA, must the entire project comply with BABA?
    - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA's applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.

- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?

    - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance's "cognizant" program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the "cognizant" program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?

    - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

      Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

      In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?

    - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.

- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?

    - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.

- Q4.4: What information is needed when applying for a cost waiver under BABA?

    - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.

- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?

    - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall cost of the project increases by more than 25 percent due to the "inclusion of iron, steel, manufactured products, or construction materials produced in the United States." EPA interprets this to mean that the "inclusion" of the BABA-covered products could encompass

reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?
    - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?
    - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

      The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

      The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

      The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

      For information on SRF program roles and responsibilities, see question 7.6.

      At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?

    - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its "use", in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.

- Q5.3: How can product compliance with the BABA requirements be demonstrated?

    - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:

        (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
        (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
        (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
        (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.
        (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?
    - A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.
- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?
    - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the "iron and steel" requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA's recommendations for BABA certification letters.
- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?
    - A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America,

Buy America Act requirements." In most cases, the assistance recipient's representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?
    - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.
- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?
    - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a "step certification" process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product's compliance with BABA requirements at all stages of manufacturing.
- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?
    - A5.9: Material Test Reports (MTRs, commonly referred to as "Mill Certifications" or "Mill Certs") provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative's signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a "step certification" if the product is further fabricated or painted, etc., by another manufacturer.
- Q5.10: Can a manufacturer use a fillable certification letter for products?
    - A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.

- Q5.11: Are product certifications from suppliers and distributors allowed?
    - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.

- Q5.12: How long should assistance recipients keep compliance documentation?
    - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?
    - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.

- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?
    - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.

- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?

  - A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.

- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?

  - A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?

  - A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section." Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.

- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?

    - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.

- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do "equivalency" rules apply?)

    - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., "equivalency" projects). EPA's SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that "none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., "non-equivalency" projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)

- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?

    - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross-cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection

measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.

- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?
    - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)

- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?
    - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

      As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

      Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

      The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

      In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee will forward the application to CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.

2. Posting – After research, if no domestic product has been identified, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment.

3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OMB)

APPENDIX 1

Example Build America, Buy America (BABA) Act Construction Contract Language

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

APPENDIX 2

Example Build America, Buy America (BABA) Act Assistance Agreement Language

ALL FEDERAL FINANCIAL INFRASTRUCTURE ASSISTANCE AGREEMENTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN AN ASSISTANCE AGREEMENT (E.G., SRF LOAN AGREEMENT). EPA MAKES NO CLAIMS REGARDING THE LEGAL SUFFICIENCY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

[1] From OMB Guidance M-22-11: To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the "Cognizant Agency for Made in America" and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

APPENDIX I

Example Build America, Buy America (BABA) Act Construction Contract Language

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The Contractor acknowledges to and for the benefit of the_____("Owner") and the _____(the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

APPENDIX 2

Example Build America, Buy America (BABA) Act Assistance Agreement Language

ALL FEDERAL FINANCIAL INFRASTRUCTURE ASSISTANCE AGREEMENTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN AN ASSISTANCE AGREEMENT (E.G., SRF LOAN AGREEMENT). EPA MAKES NO CLAIMS REGARDING THE LEGAL SUFFICIENCY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

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Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

[1]From OMB Guidance M-22- 11: To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the "Cognizant Agency for Made in America" and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
and
The U.S. Environmental Protection Agency

General Applicability Non-Availability Waiver
Build America, Buy America Product Waiver: AMI Water Meters

1. Summary

Agency: Department of the Interior (DOI/Department)'s Bureau of Reclamation (USBR) and the U.S. Environmental Protection Agency (EPA)

Final Waiver: The Department is joining the EPA to issue a partial general applicability/nonavailability waiver of the requirements of section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) for Advanced Metering Infrastructure (AMI) water meters used in infrastructure projects funded through USBR and the EPA, while requiring certain components of the water meters to be manufactured in the United States according to the phased implementation schedule below. This waiver is in effect for three (3) years from the date of approval. DOI and the EPA are implementing a phased approach during the waiver period, whereby, for two years from the date of approval, purchases of AMI meters and all components (the entire "manufactured product") are waived. Two (2) years from the date of approval, AMI meter housings shall be domestically manufactured or produced and excluded from the waiver scope; all other components continue to be waived through the end of the three-year period. This waiver only applies to products purchased after the effective date of this waiver and may not be used for products purchased after the expiration date of the waiver. At the conclusion of the full three-year waiver period, DOI and the EPA expect AMI water meters to be manufactured in the United States and their total cost of components to be greater than 55 percent domestically manufactured or produced.

Waiver type: Nonavailability of domestic products

Waiver level: General Applicability, Product level waiver

Waiver justification summary: There are no AMI water meters manufactured in the United States meeting BABA's 55 percent total cost of components domestic content requirement.

Length of the waiver: This waiver is in effect for three (3) years from the date of approval. DOI and the EPA are implementing a phased approach during the waiver period, whereby, for two years from the date of approval, purchases of AMI meters and all components (the entire "manufactured product") are waived. Two (2) years from the date of approval, AMI meter housings shall be domestically manufactured or produced components and will be excluded from the waiver scope. This waiver only applies to products purchased after the effective date of this waiver and may not be used for products purchased after the expiration date of the waiver.

Summary of items covered in the waiver:

- AMI water meters.

NAICS: 334514
PSC: 6632

2. Background

The Buy America Preference set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58), requires all iron, steel, manufactured products, and construction materials used for infrastructure projects under Federal financial assistance awards be produced in the United States.

Under section 70914(b), a Federal agency may waive the application of the Buy America Preference, in any case in which it finds that: applying the domestic content procurement preference would be inconsistent with the public interest; types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. All waivers must have a written explanation for the proposed determination; provide a period of not less than 15 calendar days for public comment on the waiver; and submit the waiver to the Office of Management and Budget Made in America Office for review to determine if the waiver is consistent with policy.

3. Description of Covered Items

Manufactured products: AMI water meters collect water usage information. When used as a fixed network across a community, AMI water meters automatically collect and store consumption data, aiding in water conservation and water use efficiency, improved water management, and energy savings. Information provided helps identify high water usage that could indicate leaks, providing time sensitive leak detection alerts. AMI water meter networks reduce water demand by enhancing conservation, reduce energy use/operating costs, and reduce carbon emissions using remote/automated meter reads.

AMI water meters are composed of meter housings, end points/transmitters, printed circuit boards, meter electronics, batteries, base stations, repeaters and associated equipment. Based on market research completed within the last two years, some manufacturers source the materials for the meter housings domestically. A few manufacturers indicated that their meter housings are 100 percent manufactured or produced within the United States. However, the industry universally sources the end points/transmitters, printed circuit boards, meter electronics, and batteries internationally. As these components are the most expensive parts of the water meter, the meter system as a whole does not meet BABA's 55 percent of total cost of components domestic content requirement.

Based on the market research described below, there are currently no AMI water meters manufactured domestically that meet BABA requirements.

4. Waiver Justification

Based on cumulative and collaborative market research efforts, DOI and the EPA are issuing a three-year waiver split into two phases. In the first phase, a waiver shall be provided for two years from the date of approval to cover AMI meters and all their components. Two (2) years

from the date of approval, AMI meter housings shall be a domestically manufactured or produced component, but other AMI water meter components will continue to be waived. At the conclusion of the three-year waiver period, DOI and the EPA anticipate that AMI water meters (i.e., bundled with their component parts) will be available as a manufactured product with 55 percent or more of the components domestically manufactured or produced.

This waiver's purpose is to incentivize production of BABA compliant AMI water meters. Based on stakeholder feedback, DOI and the EPA have identified that significant challenges prevent AMI water meters from being BABA compliant. However, with appropriate market signals, AMI water meters could be BABA compliant by the expiration of the waiver. DOI and the EPA are seeking this waiver specifically to send the appropriate market signals to the AMI water meter manufacturing community. DOI and the EPA's expectation is that AMI water meters be BABA compliant. This waiver identifies a realistic phased pathway for domestic manufacture of these products, first by targeting the domestic manufacture of meter housings, with the second phase for the remaining components of an AMI water meter that are not currently available to be manufactured or produced within the United States. As an incentive, while this waiver is active, manufacturers may still receive the benefit of Federal funding by providing products to be used under Federal awards, with the phased approach rewarding those manufacturers that take advantage of the waiver period to transition to domestic content.

Anticipated impact if no waiver were issued: DOI's USBR provides annual funding for the competitive Water and Energy Efficiency Grant (WEEG) program, which regularly funds AMI water meter projects. As no BABA compliant AMI water meter is available, there is no alternative but for these projects to be covered by a product or project waiver. In FY23 alone, USBR's WEEG program competitively selected water meter grants totaling $43 million Federal and $90 million non-Federal funding. This $134 million investment is expected to result in an annual water savings of over 20,000 acre-feet. Based on historical data, the EPA anticipates that at least 10 percent of all EPA funded water infrastructure projects will purchase and install AMI water meters. The majority of these will occur through the State Revolving Fund, the Water Infrastructure Finance and Innovation Act program, and other funding programs. As no BABA compliant AMI water meter is available, there is no alternative but for these projects to be covered by a product or project waiver.

In the absence of this waiver, DOI, the EPA, and the Federal grant-making community will miss an opportunity to clearly articulate expectations for creating a domestically manufactured or produced market to the AMI water meter manufacturing community. This could have the impact of slowing the long-term domestic sourcing transition, and curtailing Federal participation in AMI water meter projects, which would weaken support for communities throughout the West that are struggling to conserve their declining water supply.

Market Research to Justify Product Non-Availability Waiver: From 2022 through 2024, DOI, the EPA, and grant recipients conducted market research to assess the availability of domestically manufactured AMI water meters. As a result of this cumulative market research, there is no known manufacturer of AMI water meters, that meet BABA's domestic production requirements.

All manufacturers responsive to market research inquiries stated that they are in the process of evaluating the idea of moving manufacturing to the U.S., but have no immediate plans or timeframes identified. As there are upwards of fifty (50) components to an AMI water meter system, evaluating the domestic sourcing of the manufactured product as a whole through the component cost break down is a significant effort. Should key high-cost components of an AMI water meter be manufactured within the U.S. in the future, this could lead to a domestically produced manufactured product meeting the 55 percent BABA requirement.

DOI and the EPA considered whether an AMI water meter waiver could target certain components, such as the internal electronics and end points, rather than the AMI water meter as a whole. Transmitters, printed circuit boards, meter electronics, batteries, and end points used within AMI water meters were identified as the components most difficult to source domestically. Market research feedback has indicated that one component of the AMI meter -- the meter housings -- are manufactured domestically by several manufacturers. However, BABA-compliant water meter housings are not available immediately in sufficient quantities to meet demand, nor are they universally compatible. This waiver, through the phased approach, reflects market research and public comments confirming that water meter housing components can be manufactured domestically within two years. DOI and the EPA also considered whether this waiver could be targeted to AMI water meters below a size threshold but found no evidence to support targeting specific size thresholds.

To gain additional industry feedback on materials used in water infrastructure products, such as AMI water meters, the EPA published a Request for Information (RFI) *Request for Information Regarding Products and Categories of Products Used in Water Infrastructure Programs* in the Federal Register on November 20, 2023, which closed on December 20, 2023, EPA-HQ-OW-2023-0396-0001). The RFI requested feedback detailing domestic materials sourcing, market readiness, other product supply considerations, and whether water infrastructure products are manufactured in the U.S. The EPA and DOI examined the 12 comments that provided feedback on the domestic availability of water meters.

In general, commentors to the RFI noted that manufacturers need time to assess, design, develop, and test new lines of domestically produced products consistent with BABA requirements. Component changes on manufactured goods require re-evaluation periods to reduce major issues in manufacturing. This includes establishing new domestic production facilities, new BABA compliant lines of domestic products, and staffing for the new facilities. Commenters also reported significant concerns with stocking burdens, customer communication issues, and production capacity issues. Commenters noted that there are significant issues related to the domestic sourcing of electronics. Commenters note that there is no support to offset the foreign procurement of the electronics. One commentor shared that they were unlikely to meet the BABA domestic component sourcing requirements within five years, as the effort requires a significant time and funding investment.

Given that it is not possible for all future funded AMI water meter projects to source the meter housings from the few domestic sources, (for the above described compatibility and market lead times concerns), DOI and the EPA are issuing a time-limited three-year phased waiver, in which all components of the water meter product are waived in phase one. This initial, two-year phase

of the waiver covers all components of the AMI smart meter to provide an opportunity for manufacturers to assess the sourcing of their meter housings and transition to a domestic supply for that component. The second phase of this waiver, which begins two (2) years from the date of approval, extends waiver coverage to components of the AMI water meter except the meter housing, for the third of three years, whereby AMI water meter housings will be required to be domestically manufactured at that time.

DOI and the EPA consider this waiver to provide a significant market signal and time for manufacturers to analyze current issues and develop strategies to create domestically manufactured or produced products that are consistent with BABA requirements. This will also give time to assess, design, develop, and test new lines of the domestic products. Responses to the EPA's RFI were generally consistent with the feedback DOI had previously received.

DOI and the EPA consider this waiver's incentive-based approach to be appropriate and fair for both manufacturers that have manufactured or produced some of their AMI water meter components domestically and those that have not prioritized a domestic supply of components prior to the enactment of the Infrastructure Investment and Jobs Act, sometimes referred to the Bipartisan Infrastructure Law. Manufacturers not sourcing their components domestically will have sufficient and reasonable time to reassess, plan, and implement changes. Manufacturers currently sourcing some of their products domestically will have sufficient and reasonable time to source the high-cost components of AMI water meters domestically. While the industry as a whole manages this transition, DOI and the EPA may continue to fund projects to conserve and efficiently use water resources through the use of AMI water meters. An analysis will be required immediately prior to the conclusion of the waiver period to identify how the AMI water meter industry has shifted in response to changing market conditions.

Expectation for the agency, award recipients, and industry at the conclusion of the waiver:
DOI and the EPA expect to continue to engage in conversations with grant recipients and other Federal agencies to encourage the AMI water meter manufacturing industry to meet the 55 percent of total cost domestic content requirement for BABA compliance.

DOI and the EPA will review this waiver annually to assess whether it remains necessary. DOI and the EPA may, based on the results of that review, terminate, or narrow the scope or duration of this waiver, or take such other action deemed as appropriate.

5. Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB Memorandum M–24-02, Federal agencies are expected to assess "whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products" as appropriate before granting a public interest waiver. DOI and the EPA's analysis has concluded that this assessment is not applicable to this waiver as this waiver is not based on the cost of foreign-sourced products.

6. Summary of Public Comments

The waiver received sixteen (16) public comments over the thirty (30) day publication period from August 30, 2024 through September 28, 2024. Five (5) municipal water authorities, four (4) manufacturing entities, three (3) state revolving fund programs, two (2) water infrastructure associations, one (1) national manufacturing association, and one (1) consulting engineer submitted comments. None of the comments opposed the waiver, in general. Most comments included detailed information for consideration, all of which were substantive. While commenters expressed support for the waiver generally, many raised concerns with aspects of the waiver including the phasing and overall duration, component specificity, nomenclature, and scope.

Many commenters requested the waiver duration be extended beyond the three years proposed, noting that additional time appears necessary to scale up and build production for the potential demand cited in the proposal. DOI and the EPA considered the comments regarding waiver duration and determined that the points raised did not warrant extension beyond the proposed three-year duration. Market research for this waiver identified several domestic manufacturing entities that have made recent investments in domestic manufacturing, and comments to the waiver confirm that increasing domestic supply will be available nearing the end of the waiver period. Extension of the waiver beyond three years may disincentivize potential investment and expansion of the developing domestic sources. Before the conclusion of the waiver, DOI and the EPA will re-evaluate the conditions of supply chains for water meters. Should domestic availability continue to be a concern and the identified domestic manufacturing base is unable to ramp up production to meet expected demand, the expiring waiver will be re-considered.

Comments also asked for clarification on the timing of the waiver phases, noting that the language in the proposal caused some confusion about the sequence of the phases whereby some commenters interpreted the total waiver time period as five years, which was not the intent of the proposal. This final waiver includes adjusted language to clarify the phases of the waiver, as follows: The first phase, which is two (2) years in duration, covers AMI meters and all their components. Two (2) years from the date of approval, AMI meter housings shall be a domestically manufactured or produced component, but all other components continue to be waived for the final year of the waiver. The total duration of the waiver is three (3) years.

Several comments expressed concerns with terminology used in the waiver, including references to water meter "bodies" and "resins," in addition to requesting clarification regarding the components of a water meter manufactured product. The consensus of comments recommended changing "bodies" to "housings" to clarify and avoid confusion, a change which is reflected in the final waiver. Additionally, comments recommended striking "resins" from inclusion in the components list describing typical water meter products, noting that the resins are typically input materials that are used to produce components (such as meter housings), and therefore are not directly incorporated into the final manufactured product. The term "resins" has been removed from the final waiver. The final waiver does not, however, include any other changes in reference to the components of a water meter product. DOI and the EPA examined the comments and while the consensus of comments requests delineation of all known, specific components of a water meter product, or to refer to the products as "systems," the final waiver is unchanged from the proposal in this aspect. Several comments noted that the technologies can differ

significantly across brands and models, and that products are evolving rapidly. In order to avoid confusion and mischaracterization of product types, the final waiver retains the example list of water meter product components (such as meter housings, end points/transmitters, printed circuit boards, meter electronics, batteries, base stations, repeaters, and associated equipment), noting that components can differ depending on the water meter system in use or the needs of specific projects. DOI and the EPA view this list of components as a reasonable instructive example of what comprises a water meter manufactured product.

The waiver requested comments regarding the substitutability and compatibility of meter housings and meters from different manufacturers. Six (6) commenters responded that AMI water meters from different manufacturers are not compatible without loss of "AMI" features. One (1) commenter shared that intermingling components would likely void product warranties. DOI and EPA, therefore, consider it important to provide sufficient time and appropriate phasing of this waiver to encourage a market-wide domestic sourcing transition.

The waiver requested comments regarding a potential domestic assembly requirement, to which two (2) commenters responded substantively. One (1) commenter requested expanding the timeframe of the waiver significantly in order to include a domestic assembly requirement after four (4) years. Another commenter responded noting that they could presently domestically assemble a portion of the projected national supply for AMI water meters and could expand that domestic assembly capability to a larger portion (though far less than half of the total) of the demand with further investment, but the timing for the expansion was not provided. While DOI and the EPA appreciate the manufacturing entities' encouraging efforts toward domestic assembly, and strongly recommend recipients to utilize domestically assembled water meters when available, comments did not indicate market readiness for domestic assembly across the industry. The comments did not address or remove concerns that including a domestic assembly requirement within the three-year waiver period would alleviate existing supply chain issues. In light of many comments received emphasizing compatibility issues for municipal projects, the evidence for domestic assembly sourcing to supply the wide range and full projected needs of recipient projects does not warrant inclusion of an assembly requirement during the waiver period.

The waiver applies coverage at the point of purchase. Several comments requested that the final waiver include a change or further clarification to the applicability point for the acquisition of water meters. DOI and the EPA consider the purchase date stipulation to be a clear signal point of waiver applicability for manufacturers and a workable definition for recipients and oversight authorities. Other commenter suggested reference points could create confusion between manufacturers and recipients, ultimately undermining the waiver intent and potentially inviting noncompliance through misapplication of the waiver. The EPA has demonstrated success from past national waivers with the use of purchase date as the waiver applicability point, providing clarity for manufacturers, financial assistance recipients (including sub-recipients), and compliance oversight authorities.

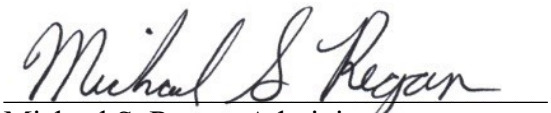
Several comments requested expansion of the waiver to include other types of flow meters beyond AMI water meters. DOI and the EPA are not expanding the waiver to include additional meter types at this time. Although the comments shared supply chain concerns for additional

meter types, the information available does not provide sufficient detail to support expansion of the waiver. DOI and the EPA will continue to evaluate supply chains for these products and may examine future waiver actions based on additional market research or project-specific waiver requests.

Multiple commenters requested the waiver apply to projects with AMI water meter projects already underway, noting that supply chain issues identified in the waiver apply to current activity equally as to future purchases. DOI and the EPA acknowledge that active water meter projects that have already received federal financial assistance for AMI smart water meters are not within the scope of this waiver, noting that extension of this waiver for these situations would "retroactively" apply the waiver, a policy prohibited through M-24-02. If a project has concerns or uncertainty about the status of their project relative to this waiver, DOI and the EPA recommend that projects contact the appropriate funding authority to discuss the specifics of ongoing projects.

For more information on the Buy America Preference, please reference www.doi.gov/grants/buyamerica or MadeinAmerica.gov and www.epa.gov/cwsrf/build-america-buy-america-baba.

The EPA hereby issues this general applicability/nonavailability waiver of the requirements of section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) for AMI water meters used in infrastructure projects.



Michael S. Regan, Administrator
U.S. Environmental Protection Agency

WATER METER SALES AGREEMENT

THIS AGREEMENT is made and entered into this _____ (Day) day of _____(Month), _____ (Year) (the "Effective Date") by and between the City of Augusta Utilities Department, Augusta GA (the "Customer"), located at 452 Walker Street Suite 200, Augusta GA 30901, and Delta Municipal Supply Company, Inc (the "Company"), located at 408 Jesse Cronic Rd., Braselton, GA 30517.

WHEREAS, the Customer put out a request for proposal, Request for Proposal 25-174 (the "RFP"), for qualified firms to supply Water Meters (the "Project"), and the Company provided a response to the RFP attached hereto as Exhibit A;

WHEREAS, based on the Customer's review of the Proposal, the Customer desires to obtain goods from the Company in connection with the Project;

WHEREAS, the Company desires to provide such goods for the Project; and

WHEREAS, the parties have agreed to certain terms and conditions with respect to the goods provided for the Project by the Company to the Customer.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. INCORPORATION OF EXHIBITS: This Agreement, along with the attached Exhibits attached hereto and which are fully incorporated herein for all intents and purposes, constitute the Contract Documents. The Company and the Customer hereby agree that the "Contract Documents" shall include (i) this agreement, (ii) the Proposal (Exhibit A), (iii) the Pricing Table (Exhibit B), and (iv) the Georgia Environmental Finance Authority documents (Exhibit C).

In the event there is a conflict or contradiction among any of the Contract Documents, the following order of precedence shall govern:

i. This Agreement.
ii. The Pricing Table
iii. The Proposal
iv. The GEFA Provisions

2. PURCHASE AND SALE: In accordance with the Proposal, the Company shall supply to Customer, such products as identified in the Pricing Table (Exhibit B) (collectively, the "Goods"). The Proposal (Exhibit A) shall apply and govern with respect to the specific warranties for the Goods. The terms of this Agreement supersede all terms and conditions contained in any other documentation issued by either Party related to the subject matter of this Agreement and expressly exclude Customer's terms and conditions contained in any Purchase Order or other document issued by Customer or contained on Customer's website.

   Customer shall initiate all orders to the Company by issuing a purchase order in written form submitted to the Company in accordance with instructions provided by the Company. By placing a purchase order, Customer makes an offer to purchase the Goods pursuant to the terms and conditions of this Agreement, and on no other terms. Any variations made to the terms and conditions of this Agreement by Customer in any purchase order are void and have no effect.

3. COMPENSATION: The Customer will compensate the Company for the Goods at the agreed upon price as detailed in the Pricing Table Exhibit B. Invoices will be furnished upon shipment. All invoices

are due under NET 30 terms from the date of invoice and are payable to the Company by check or in such other methods as agreed upon by the Customer and the Company in writing. Parties shall attempt to resolve any payment disputes within thirty (30) calendar days after the invoice date.

3.1 The Customer shall perform its obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed (or to become due and owing) or payable to it by the Company, whether under this Agreement, applicable law, or otherwise, and whether relating to the Company's breach, bankruptcy, or otherwise.

3.2 *Timing of Payments.* The County shall make progress payments every 30 days as the Work proceeds, based upon estimates of work accomplished which meets the standards of quality established under the Agreement. All invoices are due and payable within 30 days of receipt thereof.

3.3 *Payment Schedule*. Before the first progress payment under this Agreement, the Company shall furnish a breakdown of the total agreement Price showing the amount included therein for each principal category of the Work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments (the "Payment Schedule"), which is attached as Exhibit "C" hereto. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Price.

3.4 *Submitting Estimates.* The Company shall submit periodic estimates and pay applications showing the value of the Work performed during each period of the Payment Schedule. Such estimates shall be submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The final payment owed the Company under this Agreement shall be paid no later than 30 days after the Work is completed.

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

4. TERM: The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until _____ (Day) day of _____(Month), _____ (Year)

5. TERMINATION: If, through any cause, the Company shall fail to fulfill in a timely and proper manner the Company's obligations under this Agreement, the Customer shall thereupon have the right to terminate this Agreement by giving written notice to the Company of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. Termination will become effective as of the effective date in the notice from the Customer to the Company. Customer may terminate the contract in whole or in part for its convenience. In the event of early termination, Customer will pay the Company for all Goods shipped to the date specified in the notice of termination.

6. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS: The Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

7. SURVIVAL: The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration; this includes, but is not limited to, the Company's indemnification and defense obligations, hereunder.

8. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

9. NO WAIVER: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Agreement.

10. APPLICABLE LAW, VENUE, AND JURISDICTION: This Agreement shall be construed under and in accordance with the laws of the State of Georgia, with jurisdiction in the courts of the State of Georgia and venue in Richmond County regardless of where the obligations of the parties were performed. By execution of this Agreement, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Georgia in all matters relating to or arising out of this Agreement or the Work.

11. SEVERABILITY: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

12. CONSTRUCTION: In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

13. WARRANTY AND MUTUAL LIMITATIONS OF LIABILITY

13.1 Warranty. Company warrants that the Work will be performed, within the limits prescribed by the County as set forth in the RFP and the Proposal, and Company shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the maximum extent permitted by applicable law, the warranty set forth in this paragraph is exclusive and in lieu of all other warranties, express, implied, or statutory, including but not limited to warranties of merchantability and/or fitness for a particular purpose or title. The sole liability of Company relating to the services shall be limited to re-performing at Company's expense any services performed by Company which have failed to meet the above warranty, if such failure is promptly reported to Company not later than 365 days following completion of the applicable services. The foregoing remedy shall be County's sole and exclusive remedy for any failure of Company to comply with its warranty obligations and is expressly made in substitution of any and all remedies otherwise provided.

13.2 Limitation for Indirect Damages. To the maximum extent permitted by applicable law, in no event will either party be liable to the other for consequential, exemplary, incidental, or indirect damages or costs, including without limitation, lost profits or revenues, or otherwise in connection with the Work to be performed under this Agreement, even if the other party has been advised of the possibility of such damages or cost.

13.3 Cap on Damages. Except with respect to liability for either party's gross negligence or willful misconduct, in no event will either party be liable to the other party regardless of claim or action, in an amount that exceeds the Price provided in Section 1.1 to this Agreement.

13.4 Reliance on Limitation of Liability. The parties acknowledge that Company has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth therein, and that the same form an essential basis of the bargain between the

parties. The parties agree that the limitation and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

13.4 Hold harmless. Except as otherwise provided in this agreement, Company shall indemnify and hold harmless Customer, 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.

13.5 Force Majeure. Neither party shall be liable for and will not be responsible to the other for any delay or failure to perform under this Agreement if such delay or failure results from any act or cause beyond the reasonable control of the affected party. If either party is unable to perform under this Agreement because of the occurrence of an event of force majeure lasting more than thirty (30) days, then the other party may terminate the affected Work upon written notice to the other party.

14. ENTIRE AGREEMENT: The Agreement, including the attached exhibits, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. The Company, by signing this Agreement, acknowledges the Customer is entering into this Agreement in its governmental capacity, and not a proprietary capacity.

15. AMENDMENT AND MODIFICATION. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

16. NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

The Customer	The Company
Augusta Utilities Department 452 Walker Street, Suite 200 Augusta, GA 30901	Delta Municipal Supply Company 408 Jesse Cronic Rd Braselton, GA 30517 ATTN: Michael Truelove

IN WITNESS WHEREOF, the parties have executed this Agreement in on the day and year first above written.

Delta Municipal Supply Company, (the "Company")

By: _____

Name: _____

Title: _____

Date: _____

Augusta-Richmond County, GEORGIA, (the "County")

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Proposal

(See Attached)

RFP Item # 25-174

Water Meters

For

Augusta, Georgia – Augusta Utilities Department

Opening Date: 06/18/2025 @ 11:00am

Company Name: Delta Municipal Supply Company

Delta Municipal Supply Company

408 Jesse Cronic Road

Braselton, GA 30517

770-277-0211

Micheal Truelove

mtruelove@deltamunicipal.com

COPY

Delta Municipal and Neptune's approach to meeting utility needs and improvement...

Delta Municipal and Neptune understands that every utility has distinct challenges and specific goals, and a one-size-fits-all solution is not practical. Our extensive industry expertise is backed by a successful track record, from helping thousands of utilities to ensure optimal efficiency, accuracy, functionality and return on investment. Only Neptune possesses an in-depth understanding of varied water data solutions, ensuring an informative and transparent consultative process resulting in a customized roadmap and scalable approach. Whether its attaining maximum read success rates, leveraging insightful analytics for problem-solving, improving customer service, or providing industry leading accurate water meters that can grow with your utility, Neptune has the expertise to help you accomplish your goals.

After thoroughly reviewing ***The City of Augusta's*** *("Augusta")* ***project*** goals and business drivers, Neptune is confident our solution will meet your strategic objectives, especially through collaboration with your utility team and aligning the right technology to address your network challenges related to terrain, population, resources, or low meter density in service areas.

Neptune is recognized as the market leader and innovator in the field of water meters, Automatic Meter Reading (AMR), and Advanced Metering Infrastructure (AMI) systems for water utilities. Since 1892, Neptune has been committed to addressing the evolving needs of water utilities, focusing on revenue optimization, operational efficiencies, and enhanced customer service. Our mission is to be the most valued partner for our utility customers, *(in)* assisting them in managing the world's *(most vital resource)* scarce water resources. Our story is built on customer loyalty with long-standing commitment and good stewardship. This is galvanized with proven track record of delivering successful solutions to thousands of utilities.

Neptune's longstanding relationship with Augusta Utilities has fostered a keen understanding of the City's needs and goals. The utilities best interests are acknowledged and preserved on a partnership that is seasoned with an established and stable manufacturer.

We recognize and uphold...

- The importance of being partnered with a well-established and financially stable meter manufacturer. Neptune has been in business for more than 120 years and is an industry leader in mechanical and solid-state water meter manufacturing. Neptune has sold over 60 MILLION meters in the last 20 years.
- The need to supply a water meter that works seamlessly with your Itron cellular AMI solution. Because of our experience in the industry, assurance of our support is

provided. This experience is a result of providing ongoing support for the meter needs of more than 20 Itron customers here in the state of Georgia.

- That it's essential for Augusta Utilities to have a meter with a robust heavy duty Itron cable connect wire to minimize the ability to damage the wire, which is why we will be providing this type of cable manufactured by Nicor.
- The significance of delivery lead times. Housing a large inventory of meters to meet all our customers' needs in Braselton, GA is how this challenge is met. Recently we were able to support Augusta Utilities with our industry leading lead times and supply them with 1,000's of water meters.

Neptune will make a great partnership, and we look forward to the opportunity.

3.Technical Specifications

As represented in this proposal, **there are five (5) separate categories.** – Delta Municipal is responding to all five (5) categories.

1. **5/8 x 3/4 to 2 Inch PD Meters**
2. **5/8 x 3/4 to 12 Inch Solid State Meters - Type 1 Solid State meters**
3. **5/8 x 3/4 to 12 Inch Solid State Meters - Type 2 Solid State meters**
4. **3 Inch Aluminum Fire Hydrant Meters**
5. **5/8 x 3/4 to 1.5 Inch Remote Shut Off Capable Meters**

3.1 Specifications for: 5/8 x 3/4, 1, 1.5, and 2 Inch Positive Displacement Cold Water Meters

Scope

This specification covers positive displacement cold water meters in the sizes specified, and the materials and workmanship employed in their fabrication. The registers must be permanently sealed and magnetically driven. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact.

Meters shall conform to AWWA C700-20 in both materials and manufacture. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI solution provided by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply will result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements listed in Tables 1 and 2 as well as all specifications below.

By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be

sufficient cause for rejection of the proposal.

Casings - Complies

Casings shall comply with the following requirements:

- All meters shall have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on the top side of all meter outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C700-20. AUD strongly prefers metal casings, but will accept proposals for plastic casings that meet or exceed the requirements in AWWC C710-20; AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.
- Main casings, register box rings and lids, measuring chambers, pistons and discs, measuring chamber diaphragms, piston/disc spindles, thrust rollers, thrust-roller bearing plates, register gear trains, and top/bottom covers shall be made of a material identified as suitable in C700-20 4.1.2 – 4.1.8. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- An NPT test plug port shall be available in the outlet side of 1.5 and 2 inch meters.
- Bolts shall be solid, non-breakable types. All external bolts shall be made of 300 series stainless steel, designed for easy removal after extended use. The split case design shall be connected with a minimum of four bolts.
- Main case connections 5/8 x 3/4 and 1 inch meters shall be casing spuds on both ends, having external straight threads with diameters in accordance with AWWA C700-20.
- Main case connections for 1.5 inch meters shall be threated and accept a Watts brand threated wye strainer. Main case connections for 2 inch meters shall be oval type companion flanges with dimensions in accordance with AWWA C700-20. Flange connection faces will have a "phonograph" finish.

Discs and Pistons- Complies

For nutating disc style meters, the measuring disc shall be constructed from a suitable engineering thermoplastic polymer. The disc shall be equipped with a thrust roller and a stainless steel disc spindle. The nutations shall not exceed the quantities listed in AWWA C700-20 Table 1.

For oscillating piston style meters, the piston drive or roller pin shall be made of 316 grade stainless steel and securely fastened to the piston.

External Closure Screws, Bolts, Nuts, And Washers- Complies

All external closures shall be designed for easy removal after extended use.

Installation Dimensions- Complies, Lay lengths provided in specification sheets

Proposers shall provide the following information for all proposed meters:

- Lay length of the meter
- Any straight pipe requirements before and after the meter
- Minimum recommended meter box dimensions for the proposed meter

Meter Connections- Complies

Connections for 5/8 x 3/4 and 1 inch meters shall be supplied by AUD. Connections for 1.5 and 2 inch meters will be provided by the proposer, and shall conform to the following standards:

- Main case connections for 1.5 and 2 inch meters shall be flanged.

- Flanges shall be of the elliptical type and made of cast iron or ductile iron.
- Elliptical companion flanges, gaskets, bolts, and nuts shall be provided by the proposer. Companion flanges shall be faced, drilled, and tapped in conformance with ANSI B2.1.

Registers- Complies

All registers shall be designed to permit an electronic encoder register for connection to an AMI Vendor network system and meet the requirements set forth in AWWA 707-22. AUD will only accept absolute encoder style registers with electronic displays. All registers shall be a magnetic drive type, be permanently sealed by the manufacturer, and provide readings in US Gallons. The register shall be completely encased and no portion of the reduction gearing or totalizing mechanism shall be in contact with the measured water.

Registers shall allow for easy field replacement by AUD personnel without requiring the removal of the meter from the service line or interruption of the service water supply. The displays shall read in US Gallons, shall display leading zeroes so that all digits capable of displaying are readable, shall provide alarm indicators for reverse flow, backflow, leaks, and low battery (if a battery is the primary power source). Proposer shall identify if other alarm indicators are available in addition to those required. If a low battery alarm is used, it shall alert with at least 180 days of usable life remaining if applicable. The display readout must be easily discernable within the meter pit and not dependent on sunlight, or tools for activation of screen. All reduction gearing shall be the same in each size meter to allow for easy exchange of registers while maintaining accuracy standards. The register shall be tamper protected to prevent unauthorized removal from the meter.

Registers allowing disassembly will not be accepted. Oil-filled registers and registers with terminal screw connections are not acceptable. No anti-moisture capsules or other condensation prevention devices will be accepted. The register shall not be in contact with the water being measured.

Proposer agrees to replace or exchange any register damaged by others at the price as shown on the proposal form. All local registers must be warrantied for a minimum period of 20 years from the date of shipment.

For PD meters only, there is a "Register Only" line in the Cost Proposal worksheet. AUD may purchase registers only as a repair/replace option for our existing PD meter inventory while we move to Solid State and AMI across our water system. Proposers should identify the cost of registers only on this line.

Register Boxes- Complies

The name of the manufacturer shall be permanently cast or molded on the lid or top of the register box. The lid or shroud shall be recessed and overlap the register box to protect the lens. The serial number of the register shall be imprinted on the top of the register box or lid if there is a lid, and there shall be a separate location on the top of the register box for AUD to affix a label that identifies the meter serial number in accordance with AWWA C707-22.

Required Software – No software required for programing. All meters will be programed to AUD specifications at the factory

Proposers shall identify any software or hardware that is required to "program" the meters in order to ensure full functionality. The cost of any such software or hardware shall be noted in the cost proposal document.

Manufacturing Lead Time – Current lead times are 3-5 weeks from receipt of PO

Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass the time from issuance of purchase order to ship date, and should be based on the average order

fulfillment time over the past 18 months.

Measuring Chambers- Complies

The measuring chambers shall be self-contained units, firmly seated, easily removable from the main case, and not a part of the main case. The chamber shall be a two-piece snap joint, made of a dimensionally stable reinforced thermoplastic secured to the main case so that reading accuracy will not be affected by any distortions of the case at an operating pressure of 150 psi. Existing chambers shall have the capability to be interchanged with new chambers in like-sized main cases and still maintain AWWA accuracy standards.

Parts – Current Discount is a x.85
As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Pressure Requirements- Complies
All meters supplied under this specification shall operate without leakage or damage to any part at a standard working pressure of 150 psi.

Registration Accuracy- Complies
All meters shall meet the following requirements for accuracy at a minimum:

- At any flow rate within the normal test flow limits specified in Table 1, the meter shall register at least ±1.5% of the actual amount of water passed through the meter.
- At the minimum test flow rate specified in Table 1, the meter shall register at least ±5% of the actual amount of water passed through the meter.

Accuracy test results from the meter manufacturer shall accompany each meter. The manufacturer shall guarantee that all meters furnished will meet or exceed the provisions of the latest version of AWWA C700-20 for a period of at least one year. The proposer shall agree to work with AUD to resolve any discrepancies identified by random testing of furnished meters conducted by AUD after delivery.

Rejected Meters- Complies
The manufacturer shall repair or replace, at its option, all meters rejected for failure to comply with this specification without charge.

Strainers – No external strainers required

AUD will provide external strainers for all meters at time of installation for meters 1 inch and larger, internal strainers are not required for these meters. If external strainers are required for 5/8 x 3/4 meters, this must be noted in the proposal and accounted for in the cost of the meter in the pricing table and the proposer must identify the additional lay length required to account for the strainer.

Warranty- Complies
The manufacturer shall repair or replace without charge parts in which a defect has developed within 12 months from date of shipment upon their return to the manufacturer or upon proper proof of a defect. The warranty shall not apply if the meter has been modified by the use of replacement parts not made by the manufacturer.

The measuring chamber must be warranted to meet or exceed new meter accuracy standards of AWWA Manual M-6 for a period of 5 years, and then repaired meter accuracy standards of AWWA Manual M-6 for an additional 10 years for a total of 15 years from the date of shipment for all meters included in this specification.

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Table 1: Meter Performance Characteristics – Refer to Specification Sheets - Complies

Meter Size (Inches)	Required Safe Maximum Operating Capacity (GPM)	Maximum Pressure Loss At AWWA Safe Maximum Operating Capacity (psi)	Recommended Maximum Rate For Continuous Operations (GPM)	Minimum Test Flow (GPM)	Normal Test Flow Limits (GPM)
⅝ x ¾	20	15	10	0.25	1 – 20
1	50	15	25	0.75	3 – 50
1.5	100	15	50	1.5	5 – 100
2	160	15	80	2	8 - 160

Table 2: Maximum Indication On Initial Dial And Minimum Register Capacity - Complies

Meter Size (Inches)	Maximum Allowable Indication Of Initial Dial For Direct Read Registers (Gallons)	Maximum Allowable Indication of Initial Dial For Electronic Read Registers (Gallons)
⅝ x ¾	10	0.1
1	10	0.1
1.5	100	1
2	100	1

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3.2 Specifications for 5/8 x 3/4, 1, 1.5, 2, 3, 4, 6, and 8 Inch Type 1 Solid State Cold Water Meters

Scope

This specification covers cold water meters in the sizes specified, and the materials and workmanship employed in their fabrication. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact if desired. AUD will not accept proposals for compound or turbine meters under this specification.

All specifications for this section meet or exceed AWWA C715-18(R22). All meters, connectors, and couplings shall be Lead Free only, to comply with "Use of Lead Free Pipes, Fittings, Fixtures, Solder, and Flux for Drinking Water", Subpart B §§143.10 - 143.20, 42 U.S.C. 300g-6 and 300j-21. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI solution provided by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature, describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply can result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements as identified below. By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied. While AWWA C715-18(R22) provides specifications for Type 1 meters in sizes as large as 8 inches, AUD understands that not all manufacturers make Type 1 meters in all sizes encompassed by this specification. In the pricing table proposer should identify the sizes that they do not manufacture or supply and offer a Type 2 meter as an alternative as described in the introduction on page 3 and identify the exception in their Exception to Proposal document.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

Casings- Complies

Casings shall comply with the following requirements:

- All meters shall have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on the top side of all meter outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C715-18(R22). AUD strongly prefers metal casings, but will accept proposals for plastic casings that meet or exceed the requirements in AWWA C710-20; AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.
- Main casings, register box rings and lids, measuring chambers, measuring chamber liners, reflectors, and top/bottom covers shall be made of a material identified as suitable in C715-18(R22) 4.1.2 – 4.1.5. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- An NPT test plug port should be available in the outlet side of 1.5 and 2 inch meters.
- Bolts shall be solid, non-breakable types. All external bolts shall be made of 300 series stainless steel, designed for easy removal after extended use. The split case design shall be connected with a minimum of four bolts.
- Main case connections for meters larger than 1 inch shall be companion flanges with dimensions in accordance with AWWA C715-18(R22) and the specifications below. Flange connection faces will have a "phonograph" finish.

Case and Cover- Complies

All meters shall have outer cases which shall not be repaired in any manner. The inlet and outlet shall have a common axis and connection flanges shall be parallel to each other at right angles to the body axis. Any fasteners and/or seals shall not require the use of special tools or equipment to disassemble. The size, model, serial number, and direction of flow shall be permanently marked on the outside of the meter.

Casing Flanges- Complies

Casing flanges shall be faced and drilled. For 1.5 and 2 inch meters, oval type flanges shall be used. For meters larger than 2 inches, round typed flanges shall be used. In both cases, flanges shall comply with the standards and specifications as described in AWWA C715-18(R22).

Companion Flanges- Complies

Manufacturers must make the corresponding companion flanges, gaskets, bolts, and nuts available to purchase from AUD's vendor of choice; or provide the technical specifications to AUD for manufacturing. All components shall comply with the standards and specifications in AWWA C715-18(R22).

Connections- Complies

Main case connections 5/8 x 3/4 and 1 inch meters shall be casing spuds on both ends, having external straight threads with diameters in accordance with AWWA C715-18(R22). Meters 1.5 inches and larger shall use flanged connections.

External Fasteners- Complies

All external fasteners shall be made of a copper alloy or stainless steel in compliance with the requirements and standards listed in C715-18(R22).

Installation Dimensions- Please refer to specification sheets

Proposers shall provide the following information for all proposed meters:

- Lay length of the meter
- Any straight pipe requirements before and after the meter
- Minimum recommended meter box dimensions for the proposed meter

Manufacturing Lead Time- Current lead time 5/8" – 2" meters – 3-6 weeks, 3" – 12" - 10-14 weeks

Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass the time from issuance of purchase order to ship date, and should be based on the average order fulfillment time over the past 18 months.

Operating Characteristics- Complies
The operating characteristics of all meters proposed shall meet or exceed the requirements listed in Table 3.

Parts Current Discount is a x.85

As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Performance- Complies

Registration accuracy over the normal operating range shall be ±1.5%. Proposers shall identify the periodic interval of flow sampling for submitted meters. Proposers shall also identify the high-flow cut off value at which the solid state meter reaches saturation and/or stops sampling flow. All meters 3 inches and larger must be certified for fire service and have the appropriate UL and FM certifications.

Power Source- Complies, the battery is not field replaceable.

An internal battery pack or external power source shall be used for the power source of all solid state meters as specified in AWWC C715-18(R22). AUD strongly prefers a battery pack solution. If a battery pack is used, it shall be sealed and shielded from the environment, and provide a visual indicator of low battery life with at least 180 days of useful life remaining from the time of initial indication. Proposers shall identify if the battery is replaceable or not in their proposal. Proposers shall identify the warranty of the battery alone if separate from the warranty for the meter, and shall identify the price of a replacement battery if the battery is replaceable.

Registers- Complies
All registers shall be permanently sealed by the manufacturer. The register shall be completely encased and in accordance with AWWA C715-18(R22).

All registers shall incorporate a flow finder or leak/low flow indicator allowing for easy visibility of leaks. All registers shall be designed to permit an electronic encoder register for connection to an AMI network system.

Proposer shall indicate if the register is replaceable or not. Replaceable registers shall allow for easy field replacement by AUD personnel without requiring the removal of the meter from the service line or interruption of service water supply. Proposers shall identify the warranty of the register alone if separate from the warranty for the meter, and shall identify the price of a replacement if the register is replaceable. The register shall be tamper protected to prevent unauthorized removal from the meter.

The displays shall read in US Gallons, shall display leading zeroes so that all digits capable of displaying are readable, and shall provide alarm indicators for reverse flow, backflow, leaks, and low battery (if a battery is the primary power source). Proposer shall identify if other alarm or alert indicators are available in addition to those required, and if those alarms or alerts can be transmitted over third party AMI networks or if they require the use of a proprietary network for full functionality.

The register should be an absolute encoder style only. Absolute encoder is defined as a register which encodes and transmits the position of the number wheels in ASCII format. Registers shall have an electronic display register in accordance with AWWA C715-18(R22). The electronic display readout must be easily discernable within the meter pit and not dependent on sunlight or tools for activation of screen. Consumption shall be displayed on the display with leading zeroes.

Registers allowing disassembly will not be accepted. Oil-filled registers and registers with terminal screw connections are not acceptable. No anti-moisture capsules or other condensation prevention devices will be accepted. The register shall not be in contact with the water being measured.

Proposer agrees to replace or exchange any register damaged by others at the price as shown on the proposal form. All local registers must be warrantied for a minimum period of 15 years from the date of shipment.

Register Box- Complies

Register boxes and lids shall be made of a suitable thermoplastic material. The name of the manufacturer, manufacturer trademark, and the meter serial number shall be located on the top of the register box cover or lid and be clearly identifiable.

Register Box Sealing- Complies

Registers shall be secured to the meter bayonets with a seal wire tamper resistant screw, tamperproof TORX™ seal screw, push pin, or other equivalent methods.

Rejected Meters- Complies

The manufacturer shall repair or replace, at its option, without charge, all meters rejected for failure to comply with this specification.

Required Software No software required for programing. All meters will be programed to AUD specifications at the factory

Proposers shall identify any software or hardware that is required to "program" the meters in order to ensurefull functionality. The cost of any such software or hardware shall be noted in the cost proposal document.

Size – Complies

The size of the meters shall be determined by the nominal size, in inches, of the opening in the inlet and outlet flanges. The overall dimensions of all meters shall be equal to or less than the requirements listed in Table 4a or 4b as appropriate.

Strainers - No external strainers required

AUD will provide external strainers for all meters at time of installation for meters 1 inch and larger, internal strainers are not required for these meters. If external strainers are required for 5/8 x 3/4 meters, this must be noted in the proposal and accounted for in the cost of the meter in the pricing table.

Type – All meters proposed in this section are Type 1
Proposer will identify for each meter size in their proposal under this specification if the meter is Type 1 or Type 2, if they do not manufacture the size in a Type 1 it shall be declared as an exception. AUD will only accept Type 1 meters for meters less than 2 inches.

Workmanship, Materials, and Warranty - Complies
The manufacturer shall repair or replace, without charge, those parts in which a defect has developed within 12 months from the date of shipment upon their return to the manufacturer or upon proper proof of a defect. The warranty shall not apply if the meter has been modified by the use of replacement parts not made by the manufacturer.

The manufacturer or vendor must include a manufacturer's warranty sheet of national publication. The warranty must include all parts being submitted for the proposal. Meter and register warranties shall be specified in years.

Table 3: Minimum Operating Characteristics For Type 1 Solid State Meters

Meter Size (Inches)	*Safe Maximum Operating Capacity (psi)*	*Maximum Allowable Head Loss at Safe Maximum Operating Capacity (psi)*	*Normal Test Flow Limits (gpm)*	*Minimum Test Flow Rates (gpm)*
⅝ x ¾	*30*	*10*	*0.5 – 30*	*0.15*
1	*50*	*10*	*0.75 – 50*	*0.3*
1.5	*100*	*10*	*2.0 – 100*	*0.6*
2	*160*	*10*	*2.5 – 160*	*1*
3	*350*	*8*	*7.5 – 350*	*2.5*
4	*600*	*8*	*10 – 600*	*3.5*
6	*1350*	*8*	*20 – 1350*	*9*
8	*1600*	*8*	*40 – 1600*	*18*

Table 4a: Dimension Limits for Meters With Threaded Ends

Meter Size (Inches)	Laying Length (Inches)	Nominal Thread Size (Inches)	Length (Inches)	Nominal NPT Thread Size (Inches)
⅝ x ¾	*7 ½*	*1*	*2 ½*	*¾*
1	*10 ¾*	*1 ¼*	*2 ⅝*	*1*
1.5 (Internal NPT)	*12 ⅝*	*1 ½*	*---*	*---*
1.5 (External NPSM)	*12 ⅝*	*2*	*2 ⅝*	*1 ½*
2 (Internal NPT)	*15 ¼*	*2*	*---*	*---*
2 (External NPSM)	*15 ¼*	*2 ½*	*3*	*2*

Table 4b: Dimension Limits for Flanged Meters

Meter Size (Inches)	Length (Inches)	Width (Inches)	Height (Inches)	Centerline of Outlets to Base (Inches)
1 ½	13	9	17	6 ½
2	17	9 ½	20	8 ½
3	24	14	28	13 ½
4	29	15 ½	28	14
6	36 ½	21	31	15 ½
8	43 ¾	27 ½	31	16
10	60	29	35	20 ½
12	68	31	42	21

3.3 Specifications for 2, 3, 4, 6, 8, 10, and 12 Inch Type 2 Solid State Cold Water Meters

Scope

This specification covers cold water meters in the sizes specified, and the materials and workmanship employed in their fabrication. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact if desired. AUD will not accept proposals for compound or turbine meters under this specification.

All specifications for this section meet or exceed AWWA C715-18(R22). All meters, connectors, and couplings shall be Lead Free only, to comply with "Use of Lead Free Pipes, Fittings, Fixtures, Solder, and Flux for Drinking Water", Subpart B §§143.10 - 143.20, 42 U.S.C. 300g-6 and 300j-21. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI solution provided by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature, describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply can result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements as identified below. By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied. While AWWA C715-18(R22) provides specifications for Type 1 meters in sizes as large as 8 inches, AUD understands that not all manufacturers make Type 1 meters in all sizes encompassed by this specification. In the pricing table proposer should identify the sizes that they do not manufacture or supply and offer a Type 2 meter as an alternative as described in the introduction on page 3 and identify the exception in their Exception to Proposal document.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

Casings - Complies

Casings shall comply with the following requirements:

- All meters shall have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on the top side of all meter outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C715-18(R22). AUD strongly prefers metal casings, but will accept proposals for plastic casings that meet or exceed the requirements in AWWA C710-20; AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.
- Main casings, register box rings and lids, measuring chambers, measuring chamber liners, reflectors, and top/bottom covers shall be made of a material identified as suitable in C715-18(R22) 4.1.2 – 4.1.5. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- An NPT test plug port should be available in the outlet side of 1.5 and 2 inch meters.
- Bolts shall be solid, non-breakable types. All external bolts shall be made of 300 series stainless steel, designed for easy removal after extended use. The split case design shall be connected with a minimum of four bolts.
- Main case connections for meters larger than 1 inch shall be companion flanges with dimensions in accordance with AWWA C715-18(R22) and the specifications below. Flange connection faces will have a "phonograph" finish.

Case and Cover - Complies
All meters shall have outer cases which shall not be repaired in any manner. The inlet and outlet shall have a common axis and connection flanges shall be parallel to each other at right angles to the body axis. Any fasteners and/or seals shall not require the use of special tools or equipment to disassemble. The size, model, serial number, and direction of flow shall be permanently marked on the outside of the meter.

Casing Flanges - Complies
Casing flanges shall be faced and drilled. For 1.5 and 2 inch meters, oval type flanges shall be used. For meters larger than 2 inches, round typed flanges shall be used. In both cases, flanges shall comply with the standards and specifications as described in AWWA C715-18(R22).

Companion Flanges - Complies
Manufacturers must make the corresponding companion flanges, gaskets, bolts, and nuts available to purchase from AUD's vendor of choice; or provide the technical specifications to AUD for manufacturing. All components shall comply with the standards and specifications in AWWA C715-18(R22).

Connections - Complies
All meters in this category shall use flanged connections.

External Fasteners - Complies
All external fasteners shall be made of a copper alloy or stainless steel in compliance with the requirements and standards listed in C715-18(R22).

Installation Dimensions - Complies
Proposers shall provide the following information for all proposed meters:

- Lay length of the meter
- Any straight pipe requirements before and after the meter

- Minimum recommended meter box dimensions for the proposed meter

Manufacturing Lead Time Current lead time 3" – 12" - 10-14 weeks
Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass the time from issuance of purchase order to ship date, and should be based on the average order fulfillment time over the past 18 months.

Operating Characteristics - Complies
The operating characteristics of all meters proposed shall meet or exceed the requirements listed in Table 5.

Parts Current Discount is a x.85
As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Performance - Complies
Registration accuracy over the normal operating range shall be ±1.5%. Proposers shall identify the periodic interval of flow sampling for submitted meters. Proposers shall also identify the high-flow cut off value at which the solid state meter reaches saturation and/or stops sampling flow. All meters 3 inches and larger must be certified for fire service and have the appropriate UL and FM certifications.

Power Source Complies, the battery is not field replaceable.
An internal battery pack or external power source shall be used for the power source of all solid state meters as specified in AWWC C715-18(R22). AUD strongly prefers a battery pack solution. If a battery pack is used, it shall be sealed and shielded from the environment, and provide a visual indicator of low battery life with at least 180 days of useful life remaining from the time of initial indication. Proposers shall identify if the battery is replaceable or not in their proposal. Proposers shall identify the warranty of the battery alone if separate from the warranty for the meter, and shall identify the price of a replacement battery if the battery is replaceable.

Registers - Complies
All registers shall be permanently sealed by the manufacturer. The register shall be completely encased and in accordance with AWWA C715-18(R22).

All registers shall incorporate a flow finder or leak/low flow indicator allowing for easy visibility of leaks. All registers shall be designed to permit an electronic encoder register for connection to an AMI network system. Proposer shall indicate if the register is replaceable or not. Replaceable registers shall allow for easy field replacement by AUD personnel without requiring the removal of the meter from the service line or interruption of service water supply. Proposers shall identify the warranty of the register alone if separate from the warranty for the meter, and shall identify the price of a replacement if the register is replaceable. The register shall be tamper protected to prevent unauthorized removal from the meter.

The displays shall read in US Gallons, shall display leading zeroes so that all digits capable of displaying are readable, and shall provide alarm indicators for reverse flow, backflow, leaks, and low battery (if a battery is the primary power source). Proposer shall identify if other alarm or alert indicators are available in addition to those required, and if those alarms or alerts can be transmitted over third party AMI networks or if they require the use of a proprietary network for full functionality.

The register should be an absolute encoder style only. Absolute encoder is defined as a register which encodes and transmits the position of the number wheels in ASCII format. Registers shall have an electronic display register

in accordance with AWWA C715-18(R22). The electronic display readout must be easily discernable within the meter pit and not dependent on sunlight or tools for activation of screen. Consumption shall be displayed on the display with leading zeroes.

Registers allowing disassembly will not be accepted. Oil-filled registers and registers with terminal screw connections are not acceptable. No anti-moisture capsules or other condensation prevention devices will be accepted. The register shall not be in contact with the water being measured.

Proposer agrees to replace or exchange any register damaged by others at the price as shown on the proposal form. All local registers must be warrantied for a minimum period of 15 years from the date of shipment.

Register Box - Complies
Register boxes and lids shall be made of a suitable thermoplastic material. The name of the manufacturer, manufacturer trademark, and the meter serial number shall be located on the top of the register box cover or lid and be clearly identifiable.

Register Box Sealing - Complies
Registers shall be secured to the meter bayonets with a seal wire tamper resistant screw, tamperproof TORX™ seal screw, push pin, or other equivalent methods.

Rejected Meters - Complies
The manufacturer shall repair or replace, at its option, without charge, all meters rejected for failure to comply with this specification.

Required Software No software required for programing. All meters will be programed to AUD specifications at the factory
Proposers shall identify any software or hardware that is required to "program" the meters in order to ensure full functionality. The cost of any such software or hardware shall be noted in the cost proposal document.

Size - Complies
The size of the meters shall be determined by the nominal size, in inches, of the opening in the inlet and outlet flanges. The overall dimensions of all meters shall be equal to or less than the requirements listed in Table 6a or 6b as appropriate.

Strainers – External strainers are not required.
AUD will provide external strainers for all meters at time of installation for meters 1 inch and larger, internal strainers are not required for these meters. If external strainers are required for 5/8 x 3/4 meters, this must be noted in the proposal and accounted for in the cost of the meter in the pricing table.

Type – Meters 5/8" – 8" are quoted as Type 1 meters while 10" – 12" are quoted as Type 2 meters.
Proposer will identify for each meter size in their proposal under this specification if the meter is Type 1 or Type 2, if they do not manufacture the size in a Type 2 it shall be declared as an exception.

Workmanship, Materials, and Warranty - Complies
The manufacturer shall repair or replace, without charge, those parts in which a defect has developed within 12 months from the date of shipment upon their return to the manufacturer or upon proper proof of a defect. The warranty shall not apply if the meter has been modified by the use of replacement parts not made by the manufacturer.

The manufacturer or vendor must include a manufacturer's warranty sheet of national publication. The warranty must include all parts being submitted for the proposal. Meter and register warranties shall be specified in years.

Table 5: Minimum Operating Characteristics For Type 2 Solid State Meters

Meter Size (Inches)	*Safe Maximum Operating Capacity (psi)*	*Maximum Allowable Head Loss at Safe Maximum Operating Capacity (psi)*	*Normal Test Flow Limits (gpm)*	*Minimum Test Flow Rates (gpm)*
2	*220*	*7*	*6 – 220*	*2*
3	*500*	*7*	*15 – 500*	*4*
4	*880*	*7*	*25 – 880*	*7.5*
6	*1400*	*7*	*55 – 1400*	*15*
8	*2800*	*7*	*100 – 2800*	*30*
10	*4500*	*7*	*150 – 4500*	*50*
12	*5500*	*7*	*210 – 5500*	*65*

Table 6a: Dimension Limits for Meters With Threaded Ends

Meter Size (Inches)	Laying Length (Inches)	Nominal Thread Size (Inches)	Length (Inches)	Nominal NPT Thread Size (Inches)
⅝ x ¾	*7 ½*	*1*	*2 ½*	*¾*
1	*10 ¾*	*1 ¼*	*2 ⅝*	*1*
1.5 (Internal NPT)	*12 ⅝*	*1 ½*	*---*	*---*
1.5 (External NPSM)	*12 ⅝*	*2*	*2 ⅝*	*1 ½*
2 (Internal NPT)	*15 ¼*	*2*	*---*	*---*
2 (External NPSM)	*15 ¼*	*2 ½*	*3*	*2*

Table 6b: Dimension Limits for Flanged Meters

Meter Size (Inches)	Length (Inches)	Width (Inches)	Height (Inches)	Centerline of Outlets to Base (Inches)
1 ½	*13*	*9*	*17*	*6 ½*
2	*17*	*9 ½*	*20*	*8 ½*
3	*24*	*14*	*28*	*13 ½*
4	*29*	*15 ½*	*28*	*14*
6	*36 ½*	*21*	*31*	*15 ½*
8	*43 ¾*	*27 ½*	*31*	*16*
10	*60*	*29*	*35*	*20 ½*
12	*68*	*31*	*42*	*21*

3.4 Specifications for 3 Inch Fire Hydrant Meters

Scope

This specification covers 3 Inch Fire Hydrant meters and the materials and workmanship employed in their fabrication. Meters manufactured and cataloged within the continental United States for at least five years are preferred. Proposers shall identify the first year that each proposed meter was installed in the United States. Proposers shall provide three (3) references indicating the name of cities where meters have been installed during the previous five-year period and a point of contact that AUD may contact if desired.

All specifications for this section meet or exceed AWWA C701-19. All meters, connectors, and couplings shall be Lead Free only, to comply with "Use of Lead Free Pipes, Fittings, Fixtures, Solder, and Flux for Drinking Water", Subpart B §§143.10 - 143.20, 42 U.S.C. 300g-6 and 300j-21. All meters shall be new, ready for installation at delivery, and shall be delivered FOB. Meters shall be compatible with AUD's current AMI network manufactured by AMI Vendor. Any meters that cannot adapt to AMI Vendor's technology will not be considered.

Proposers shall provide current literature, describing in detail each meter proposed. In addition, each proposer shall supply any warranties or applicable meter exchange programs. Failure to comply can result in rejection the entire proposal.

It is the responsibility of the proposer to carefully examine and understand all aspects of the specifications and to become familiar with the requirements set forth.

Any variations from the specifications must be listed on a separate sheet attached to the proposal. This sheet will carry the heading "Exception to Proposal". Explanations or exceptions listed in a cover letter format and submitted with the proposal will not be considered acceptable.

Each proposer shall define the services to be provided as they relate to parts and services for all water meters. A representative of the successful proposer must visit AUD a minimum of four times per year to discuss parts, service, meters, and register matters.

Meters shall comply with all requirements as identified below. By submission of a proposal, the proposer is stating that they understand and agree to the conditions set forth and the process by which it will be accompanied.

Affidavit of Compliance

If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

Casings -Complies

Casings shall comply with the following requirements:

- At a minimum the meter bottom case shall be made of a coated aluminum to ensure a lightweight portable solution.
- Meters shall have an outer case with a separate, removable measuring chamber or cage in which the turbine operates. Castings shall not be repaired in any manner. The inlet and outlet shall have a common axis. Connection flanges shall be parallel.
- The size, model, and direction of flow through the meters shall be molded or cast in raised characters on

the top side of all outer cases. Casings and bottom plates of meters shall be manufactured in accordance with AWWA C701-19. AUD reserves the ability to request a sample meter for evaluation to ensure it meets all requirements.

- Main casings, register box rings and lids, measuring cages or chambers, measuring turbines, turbine spindles, and gear trains shall be made of a material identified as suitable in C701-19. AUD will not accept breakable (frost-protection) covers.
- Casings and bottom plates shall be capable of withstanding a hydrostatic burst pressure of 600 psi, and the housing shall be designed so that the accuracy of the meter is not affected at a working pressure of 150 psi.
- External fasteners shall be made of a suitable material as defined in C701-19.
- Main case flanges shall be in accordance with AWWA C701-19. Flange connection faces will have a "phonograph" finish.

Class -Complies

All meters in this specification shall be Class 2 meters and meet the associated requirements in AWWA C701-19. All meters shall be clearly marked as such on the external surface of the meter.

Manufacturing Lead Time – Current lead times 8-10 weeks. We typically keep 10 in-stock at our Braselton, GA Location

Proposers shall provide their standard lead time for manufacturing of water meters. This timeline should encompass from issuance of purchase order to ship date, and should be based on the average order fulfillment time over the past 18 months.

Operating Characteristics -Complies
Meters shall, at a minimum, meet the requirements identified in Table 5.

Parts Current Discount is a x.85

As part of their proposal, proposer shall identify what percentage discount they will provide AUD from the most current published list prices for parts.

Performance-Complies

Registration accuracy over the normal operating range shall be ±1.5%. All meters must also be certified for fire service and have the appropriate UL and FM certifications.

Registers-Complies

Registers shall be straight-reading and permanently sealed by the manufacturer. All registers should read in U.S. Gallons. All registers shall be encoder type registers. The register mechanism shall not be in contact with the water that is being measured. Either mechanical or electronic display-type registers will be accepted. In either case the register displays shall comply AWWA C701-19 4.3.5.1 – 4.3.5.2.10 as appropriate.

Register Boxes-Complies

The lid shall provide protection for the lens, and the lens shall be secured firmly in place. All register boxes must allow for encoder type registers in accordance with AWWS C707 as AUD requires all meters and registers to be compatible with our AMI network. Register boxes shall provide tamper-resistant features for all associated hardware as needed. The name of the manufacturer and a serial number shall be permanently marked on the lid of the register box.

Strainers-Complies

AUD will provide external strainers for all fire hydrant meters; no internal strainers are required.

Table 5: Minimum Operating Characteristics For 3 Inch Fire Hydrant Meters

Normal Operating Range (gpm)	***5 – 400***
Continuous Operating Range (gpm)	***500 maximum***
Low Flow (gpm)	***4***
Weight (lbs.)	***No more than 32***
Maximum Working Pressure	***150***
Maximum Intermittent Flow	***525***
Maximum Temperature	***120***

--- Remainder of page intentionally left blank ---

3.5 Specifications for 5/8 x 3/4, 1, and 1.5 Inch Remote Shutoff Water Meters

Scope – Neptune RSV meets all specifications listed in Category 2, Type 1 Solis State Meters.
This specification covers remote operation cold water meters in the specified sizes. AUD is interested in purchasing a limited number of Solid State remote operation meters for certain use cases. AUD will accept either internal or external valves. If an external valve is used proposer must identify the additional length required so that AUD can identify possible meter box fitment issues. This is a subcategory of the meters described in category 2, as such detailed specifications for this subcategory are not provided. Rather any meter submitted under this category must meet all specifications as listed in Category 2, Type 1 Solid State Meters.

Affidavit of Compliance
If declared the successful proposer, and affidavit of compliance shall be submitted by the manufacturer and/or vendor that the products furnished under AUD's order comply with all applicable requirements and that all of the provided information on the evaluation sheets is correct. Failure to meet any part of the specification shall be sufficient cause for rejection of the proposal.

--- Remainder of page intentionally left blank ---

Exceptions

- Neptune does not offer an 1.5" Remote-Shutoff-Valve.

DELTA
MUNICIPAL SUPPLY

References:

Organization Name	Forsyth County Water
Contact (name,title,phone,email)	Flynn Vaughn – Meter Services Manager 770-781-2160; 2569 fvaughn@forsythco.com
Contact Address	514 W Maple Street Suite 804 Cumming, GA 30040
No. Services Installed	12K- T-10 R900i- LoRAWAN meters installed- plus 56K Mach 10)R900i – LoRAWAN meters installed
Neptune Products/Solution/solution	Mach 10/T-10® R900i™, NaaS, Senet, Neptune® 360™
Billing/CIS	Cogsdale
Project Duration	2 Years
Project Start/End Date	August 2022 – June 2024
Project Description (Overview)	Customer migrated from AMR to LoRAWAN AMI with a turnkey project. The project was completed as of June 2024.

Organization Name	Brunswick Glynn Co JWSC
Contact (name,title,phone,email)	LaDonnah Roberts – Deputy Director (912) 230-2724 lroberts@bgjwsc.org
Contact Address	1703 Gloucester St. Brunswick, GA 31520
No. Services Installed	30,631 R900i- LoRAWAN meters installed
Neptune Products/Solution/solution	ProCoder T-10® R900i™, NaaS, Senet, Neptune® 360™

DELTA
MUNICIPAL SUPPLY

Billing/CIS	Harris
Project Duration	3 Years
Project Start/End Date	September 2020 – December 2023
Project Description (Overview)	Customer migrated from AMR to LoRAWAN AMI with a turnkey project. The project was completed as of December 2023.

Organization Name	Athens Clarke County
Contact (name,title,phone,email)	Tony Busbin – Meter Management Director (706) 613-3479 Charles.busbin@accgov.com
Contact Address	1025 Alexander Street Athens, GA 30601
No. Services Installed	36,175 Neptune AMI meters installed, 5,000 R900 Cell meters installed
Neptune Products/Solution/solution	ProCoder Neptune AMI, R900 Cell Neptune® 360™
Billing/CIS	HTE
Project Duration	Ongoing
Project Start/End Date	June 2023 - Ongoing
Project Description (Overview)	Customer migrated from manual read to the Neptune AMI system in 2013. The utility is currently migrating to the R900 Cell solution through their own changeout program.

DELTA
MUNICIPAL SUPPLY

Organization Name	**City of Cumming**
Contact (name,title,phone,email)	Phil Harris – Water Superintendent (404) 597-3618 philharris@cummingutilities.com
Contact Address	1835 Dahlonega Hwy. Cumming, GA 30040
No. Services Installed	19K- E-Coder)R900i LoRAWAN meters installed, 4700 meters left to be installed
Neptune Products/Solution/solution	E-Coder)R900i LoRAWAN meters, Senet, Neptune® 360™
Billing/CIS	Tyler
Project Duration	3 Years
Project Start/End Date	June 2022 – December 2025
Project Description (Overview)	Customer migrated from AMR to LoRAWAN AMI with a utility change out program. The project is expected to be completed as of December 2025.

Organization Name	Macon Water Authority
Contact (name,title,phone,email)	Felicia Parks
Contact Address	790 Second St. Macon, GA 31202
No. Services Installed	
Neptune Products/Solution/solution	ProCoder Neptune AMI, R900 Cell Neptune® 360™
Billing/CIS	Cayenta
Project Duration	2 years
Project Start/End Date	2022-2024

DELTA
MUNICIPAL SUPPLY

Project Description (Overview)	Customer migrating from AMR to AMI

Organization Name	City of Raleigh
Contact (name,title,phone,email)	Philip Joyner 919-996-2398 Philip.joyner@ralieghnc.gov
Contact Address	1 Exchange Plaza #620 Raleigh, NC 27601
No. Services Installed	201,000
Neptune Products/Solution/solution	T-10/Mach 10 C&I R900
Billing/CIS	
Project Duration	AMR Complete – AMI upgrade and Pilot ongoing
Project Start/End Date	
Project Description (Overview)	

Organization Name	Charleston Water System
Contact (name,title,phone,email)	Anthony Martino Meter Manager MartinoAJ@charlestoncpw.com 843-308-8285
Contact Address	103 St. Philip St Charleston, SC 29403
No. Services Installed	125,000
Neptune Products/Solution/solution	T-10/Mach 10 C&I R900 Cellular

DELTA
MUNICIPAL SUPPLY

Billing/CIS	Moving to Cayenta
Project Duration	AMR Complete in 2021
Project Start/End Date	AMI 2024-2027
Project Description (Overview)	Meter Change-out from R900 AMR to Cellular AMI

Organization Name	Columbus WW
Contact (name,title,phone,email)	Gerald Hall Water Accountability Manager ghalljr@cwwga.gov (706) 464-4764
Contact Address	Columbus Water Works 1335 Alexander St. Columbus GA 31907
No. Services Installed	65,000
Neptune Products/Solution/solution	T-10/Mach 10 C&I R900
Billing/CIS	Harris
Project Duration	Complete
Project Start/End Date	200-2020
Project Description (Overview)	Changing out 10% a year

Organization Name	City of Atlanta
Contact (name,title,phone,email)	Denita Burton Watershed Manager of Field Operations and Strategy dburton@atlantaGA.gov (404) 798-8103

DELTA
MUNICIPAL SUPPLY

Contact Address	Atlanta Department of Watershed Management 651 14th Street NW Atlanta, GA 30318
No. Services Installed	200,000
Neptune Products/Solution/solution	Neptune T-10 AMR w/ AMI Pilot
Billing/CIS	Enquesta
Project Duration	AMR Complete – AMI upgrade ongoing
Project Start/End Date	Ongoing
Project Description (Overview)	

Organization Name	Grand Strand Water & Sewer
Contact (name,title,phone,email)	Brent Thomas Water Manager 843-333-8955 BrentThomas@gswsa.com
Contact Address	166 Jackson Bluff Rd, Conway, SC 29526
No. Services Installed	90,000
Neptune Products/Solution/solution	Neptune T-10 w/ Itron wires
Billing/CIS	
Project Duration	Ongoing
Project Start/End Date	Ongoing installing 600-900 meter a month
Project Description (Overview)	Neptune meter using iTron system



DELTA
MUNICIPAL SUPPLY

Account Name	Account Contact	Phone	Utility Billing System	# of Services	System Type
Arnoldsville, Crawford, Lexington	Adam Boswell	706-338-2393	Black Mountain	550	AMR
Atlanta, City of	Wole Ralph	678-651-3989	EnQuesta	180,000	AMR
Athens-Clarke County	Jim Kethley	706-613-3479	H.T.E	42,000	AMI
Baldwin, City of	Scott Barnhart	706-778-6341	CSI Smartfusion	1,200	AMR
Banks County	Greg Coley	706-658-5134	CSI Outfitters	2,600	AMR/AMI
Braselton, Town of	Jeb Zeigler	706-921-4010	Incode/ Tyler Technologies	4,200	AMR
Barrow County	Lynn Thomas	770-307-2985	Black Mountain	5,200	AMR
Bloomingdale	Charles Akeridge	912-748-0970	Harris	1,200	Touch Read
Brunswick - Glynn County	LaDannoh Roberts	912-261-7100	Harris	30,000	AMI
Canton, City of	Jon Warrix	770-704-1504	Incode/ Tyler Technologies	8,000	AMI
Carrollton, City of	Becky Roberts	770-830-2000	Incode/ Tyler Technologies	12,000	AMR
Cave Spring, City of	Judy Dickinson	706-777-3382	CSI Outfitters	1,600	AMR
Cleveland, City of	Lee Wilson	706-200-6596	Black Mountain	2,000	AMR
Cobb County	Matt Rose	770-419-6282	UMAX	195,000	AMR
Columbus, City of	Jason Jay	762-207-3278	Harris	65,000	AMR
Cornelia, City of	Seth Glaze	706-949-1849	Sequoyah	2,850	AMI
Cumming, City of	Phil Harris	770-781-2020	Incode/ Tyler Technologies	24,000	AMR/AMI
Cusseta, City of; CCC	Russell Rhodes	706-325-2503	Cassell	1,400	AMI
Davisboro, City of	ShaQuetta Brown	478-348-4400		200	AMR
Dublin, City of	Michale Clay	478-609-1116	Incode/ Tyler Technologies	7,500	AMR
Eastman, City of	Wynnon Pitman	478-795-0471	QS1	2,615	AMI
Eatonton-Putnam Water	Brian Scott	478-288-3398	Black Mountain	6,500	AMR
Fannin County	Marnie Mashburn	706-258-5160	Quickbooks	500	AMR
Fayetteville, City of	Chris Wyman	770-719-4161	TBS	26,000	AMR
Floyd County	Steve Hulsey	706-291-5174	Munis	18,000	AMR
Forsyth County	Flynn Vaughn	678-898-5480	Cogsdale	68,000	AMI
Fort Ogelthorpe	Steve Brown	706-866-2544	Cassell	2,600	AMR
Fulton County	Josh Van Horn	404-612-4217	AUS	96,000	AMR
Griffin, City of	David Dennison	678-233-4332	Cogsdale	28,000	AMI
Guyton, City of	Alison M. Bruton	912-772-3364	Elderado	1,100	AMR
Hahira, City of	Jonathan Sumner	229-794-2829	Incode/ Tyler Technologies	1,600	AMR
Heard County	Laurie Cook	706-675-3358	QS1	1,200	AMR
Homerville, City of	Don Myers	229-569-9499	Harris	2,220	AMR
Jackson County	Joe Leslie	706-367-1741	Cusi	8,000	AMR/AMI
Jasper County	Frank Sherrill	678-491-9073	Black Mountain	800	AMR
Jefferson, City of	Darrin Sealey	706-367-5121	QS1	5,200	AMR/AMI

gsland, City of	Lee Spell	9 9-5613	Incode/ Tyler Technologies	7,500	MR
Lakeland, City of	Diane Westberry	229-482-3100	QS1	1,200	AMR
Lincoln County	Stephanie Eicher	706-359-5523	Black Mountain	1,200	AMR
Loganville, City of	Mike Morrell	770-466-0911	CSI Outfitters	5,800	AMR
Lowndes County	Steve Stalvey	229-561-0360	Harris	7,800	AMI
Lumpkin County	Johnny Trammell	706-482-2564	Smartfusion	1,400	AMR
Lula, City of	Rosemary Totty	770-869-3801	Tyler	1,000	AMR
Macon Water Authority	Guy Boyle	478-464-5628	Cayenta	45,000	AMR
McDonough	Ronnie Thompson	770-957-3915	Incode/ Tyler Technologies	5,000	AMI
Menlo	Vicky	706-859-1540	Harris	400	AMR
Nahunta, City of	Tom Wirth	912-462-5631	QS1	1,200	AMR
Oconee County	Ginger Thrasher	706-769-3960	Edmunds	13,000	AMR/AMI
Pickens County	Phillip Dean	706-253-8719	CSI Outfitters	3,600	AMR
Pike County	Scott Huckaby	706-601-0945	MS GOV	900	AMR
Rincon, City of	Tim Bowles	912-826-5745	EMGOV	4,200	AMR
Rockdale County	Jeremy Steele	770-990-6182	Cogsdale	28,000	AMI
Rutledge, City of	Debbie Kilgore	706-557-2223	RVS	750	AMR
Social Circle	Jason Langley	770-464-2380	Incode/Tyler Technologies	2,500	AMR
Statham, City of	Jordan McDaniel	770-725-5455	CSI Outfitters	1,500	AMR
Tifton, City of	Adam Cobb	229-392-0591	BS&A	17,800	AMR/AMI
Turtle Cove	Cindy Bryant	706-468-8805	Asyst/USTI	1,000	AMI
Tybee Island	Ricky Goodman	912-441-9270	Incode/ Tyler Technologies	3,277	AMR
Union City	Tarsha Calloway	404-966-5092	Incode/Tyler Technologies	5,500	AMR
Upson County	Ben Berryhill	706-741-3229	Smartfusion	4,500	AMR
Vienna, City of	Gail Bembry	229-268-4745	QS1	1,200	AMR
Vidalia, City of	Shannon Renteria	912-537-7661	Tyler Tech	5,250	AMI
Villa Rica, City of	Nate Sanders	770-550-6100	Incode/Tyler Technologies	6,100	AMR
Walton County	Greg Boyd	678-898-8364	Black Mountain	14,800	AMR
White County	Edwin Nix	706-865-0788	Black Mountain	1,800	AMR
White, City of	Jimmy Nichols	770-382-4566	Tyler/Incode	800	AMR
Williamson, City of	Pamela Schoentag	770-227-8380	Asyst/USTI	300	AMI
Woodbury, City of	Willie "Buck" Willams	706-975-5144	Tyler	500	AMR

EXHIBIT B

Pricing Table

Category 2 - 5/8 x 3/4 to 8 Inch Type 1 Solid State Meters

Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)	Estimated Quantity Year 2	Unit Price, Year 2 (each)	Estimated Quantity Year 3	Unit Price, Year 3 (each)	Estimated Quantity Year 4	Unit Price, Year 4 (each)	Estimated Quantity Year 5	Unit Price, Year 5 (each)	Net Price
5/8 x 3/4	Neptune	Mach10	EU1B1G1B1ASG110	No	3000	$146.43	13700	$146.43	13700	$146.43	13700	$154.14	24400	$158.09	$10,420,586.00
1	Neptune	Mach10	EU1F1G1B1ASG110	No	140	$197.12	570	$197.12	570	$197.12	570	$207.49	1000	$212.81	$583,392.90
1.5	Neptune	Mach10	EU2A1G1SG110	No	60	$574.45	240	$574.45	240	$574.45	240	$604.68	420	$620.18	$715,801.80
2	Neptune	Mach10	EU2E1G1SG110	No	30	$591.35	130	$591.35	130	$591.35	130	$622.47	230	$638.43	$399,251.50
3	Neptune	Mach10	EU3B1G1SG111	No	0	$1,655.77	35	$1,655.77	35	$1,655.77	35	$1,742.92	70	$1,787.61	$302,038.80
4	Neptune	Mach10	EU3D1G1SG111	No	0	$2,016.21	3	$2,016.21	3	$2,016.21	3	$2,122.33	6	$2,176.75	$31,524.75
6	Neptune	Mach10	EU3F1G1SG111	No	0	$2,810.31	15	$2,810.31	15	$2,810.31	15	$2,958.22	30	$3,034.07	$219,704.70
8	Neptune	Mach10	EU4A1G1SG111	No	0	$4,370.32	7	$4,370.32	7	$4,370.32	7	$4,600.34	14	$4,718.30	$159,443.06
				Total (Annual):		########		$12,361.96		$12,361.96		$13,012.59		$13,346.24	$12,831,743.51

Parts Discount:	LX.85

Term of Award: The contract award will be a three (3) year contract with two (2) one (1)-year

Total Cost: $12,831,743.51

urth Year Increase	**5%**
ifth Year Increase	**2.50%**

Category 3 - 2 to 12 Inch Type 2 Solid State Meters

Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)	Estimated Quantity Year 2	Unit Price, Year 2 (each)	Estimated Quantity Year 3	Unit Price, Year 3 (each)	Estimated Quantity Year 4	Unit Price, Year 4 (each)	Estimated Quantity Year 5	Unit Price, Year 5 (each)	Net Price
2	Quoted as Type 1				0	$591.35	130	$591.35	130	$591.35	130	$622.47	260	$638.43	$400,663.90
3	Quoted as Type 1				0	$1,655.77	35	$1,655.77	35	$1,655.77	35	$1,742.92	70	$1,787.61	$302,038.80
4	Quoted as Type 1				0	$2,016.21	25	$2,016.21	25	$2,016.21	25	$2,122.33	40	$2,176.75	$240,938.75
6	Quoted as Type 1				0	$2,810.31	15	$2,810.31	15	$2,810.31	15	$2,958.22	30	$3,034.07	$219,704.70
8	Quoted as Type 1				0	$4,370.32	7	$4,370.32	7	$4,370.32	7	$4,600.34	14	$4,718.30	$159,443.06
10	Neptune	Mach10	EU4B1G1SG111	No	0	$7,603.02	3	$7,603.02	3	$7,603.02	3	$8,003.18	6	$8,208.39	$118,878.00
12	Neptune	Mach10	EU4C1G1SG111	No	0	$8,785.71	2	$8,785.71	2	$8,785.71	2	$9,248.12	4	$9,485.25	$91,580.08
				otal (Annual):		########		$27,832.69		$27,832.69		$29,297.58		$30,048.80	$1,533,247.29

Parts Discount:	LX.85

Term of Award: The contract award will be a three (3) year contract with two (2) one

Total Cost: $1,533,247.29

urth Year Increase	**5%**
ifth Year Increase	**2.50%**

Category 5 - 5/8 x 3/4 to 1.5 Inch Remote Shut Off Capable Meters

Meter Size / Type (Inches)	Manufacturer	Model	Manufacturer Part Number	Exception?	Estimated Quantity Year 1	Unit Price, Year 1 (each)	Estimated Quantity Year 2	Unit Price, Year 2 (each)	Estimated Quantity Year 3	Unit Price, Year 3 (each)	Estimated Quantity Year 4	Unit Price, Year 4 (each)	Estimated Quantity Year 5	Unit Price, Year 5 (each)	Net Price
5/8 x 3/4, Solid State	Neptune	RSV	RSV.75IQC	No	25	$434.07	100	$434.07	100	$434.07	100	$456.92	175	$468.63	$225,368.00
1, Solid State	Neptune	RSV	RSV1IQC	No	2	$489.01	10	$489.01	10	$489.01	10	$514.75	18	$527.95	$25,408.82
1.5, Solid State	Do not maunufa			Yes	2		10		10		10		18		$0.00
				Total (Annual):		$923.08		$923.08		$923.08		$971.67		$996.58	$250,776.82

Parts Discount:	LX.85

year options. Any percentage increase for each of the two (2) one (1) year options will be

Total Cost: $250,776.82

Fourth Year Increase	**5%**
Fifth Year Increase	**2.50%**

EXHIBIT C

GEFA Provisions

(See Attached)

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

SUPPLEMENTAL GENERAL CONDITIONS

for

FEDERALLY ASSISTED STATE REVOLVING FUND CONSTRUCTION CONTRACTS

December 7, 2022

The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts in excess of $10,000 to be funded in whole or in part by the federally-assisted State Revolving Fund in the state of Georgia.

These Supplemental General Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Supplemental General Conditions must be satisfied for work to be funded with the State Revolving Fund.

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INSTRUCTIONS AND GENERAL REQUIREMENTS

It is the policy of the State Revolving Loan Fund (SRF) to promote a fair share of subcontract, materials, equipment, and service awards to small, minority, and women-owned businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required for project costs to be eligible for SRF funding. The fair share objective is a goal, not a quota. Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER:

A. Before beginning the work of any contract:

1) **DBE Compliance Form and related documentation.** The Owner must submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with Disadvantaged Business Enterprise (DBE) requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. (Pages GEFA-4 and 5)
2) **Certification Regarding Equal Employment Opportunity.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form, and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-9)
3) **Certification Regarding Debarment, Suspension, and Other Responsible Matters.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-10)

B. During the performance of the contract:

4) **Changes to Subcontractors Form.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous GEFA concurrences, the Owner must submit this information to GEFA for prior concurrence for the affected subcontract work to be eligible for SRF funding. (Page GEFA-11)
5) **DBE Annual Report.** The Owner must submit this information to GEFA no later than October 20 of any year that the construction contract is active. (Page GEFA-12)
6) **Certified Payrolls.** These should be submitted to the Owner weekly for the Prime Contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection. Use U.S. Department of Labor form WH-347 or a similar form that contains all the information on the U.S. Department of Labor.

THE OWNER MUST SUBMIT INFORMATION FOR GEFA REVIEW AND CONCURRENCE TO:

Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, Georgia 30334
404-584-1000 (phone)
404-584-1069 (fax)
waterresources@gefa.ga.gov

DBE COMPLIANCE FORM

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE REVIEW. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient _____ **SRF Loan Number** _____

PRIME CONTRACTOR'S AND OWNER'S CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.

_____ **Date**_____
(Prime Contractor signature)

_____
(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

_____ **Date**_____
(Signature of Owner or Owner's representative)

_____
(Printed name and title)

CONTACT INFORMATION

Owner contact _____

Owner phone number and email _____

Consulting Engineer contact _____

Consulting Engineer phone number and email _____

Proposed Prime Contractor _____

Prime Contractor contact _____

Prime Contractor phone number and email _____

Proposed total contract amount $ _____

Proposed total MBE participation $ _____ **Percentage** _____ **Goal: 4.0 percent**

Proposed total WBE participation $ _____ **Percentage** _____ **Goal: 4.0 percent**

CONTINUED ON NEXT PAGE

Please submit the following with the DBE Compliance Form:

a. List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status.

b. Indicate in writing if no solicitations were made because the Prime Contractor intends to use only its own forces to accomplish the work.

c. Proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA criteria) for each subcontractor listed as a DBE, MBE, or WBE.

d. Documentation of solicitation efforts for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters and emails, printout of online solicitations, printouts of online search results, and copies and affidavits of publication in newspapers or other publications. (see also, "Six Good Faith Efforts", page GEFA-7).

   i. The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three certified WBE firms to bid in each expected subcontract trade or area. If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource.
   ii. The Prime Contractor is encouraged to follow-up each written, fax, or email solicitation with at least one logged phone call.
   iii. Whenever possible, post solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

e. Written justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.

f. Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (GEFA-9)

g. Certification By Proposed Prime or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters. (GEFA-10)

END OF DBE COMPLIANCE FORM

DBE COMPLIANCE CHECKLIST

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER BEFORE THE WORK BEGINS:

Loan Recipient _____ **SRF Loan Number** _____

Include in Package Submittal

PRIME CONTRACTOR ONLY	TOTAL CONTRACT AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT

PRIME CONTRACTOR ONLY *(Not applicable if self-performing all work, with no subcontracting)*

1. DBE Compliance Form. The Owner must sign and submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with DBE requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. **(Pages GEFA-4 and 5**)

2. Certification Regarding Equal Employment Opportunity. This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. **(Page GEFA-9)**

3. Certification Regarding Debarment, Suspension, and Other Responsible Matters. This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. **(Page GEFA-10)**

Uncommitted Trades

Documentation of Good Faith Efforts

Newspaper ads		Internet Websites	Fax Confirmation	Copies of Solicitation Emails/letters	Copies of phone logs
PROOF OF CERTIFICATION FOR EACH SUBCONTRACTOR LISTED AS A DBE, MBE, OR WBE					

SIX GOOD FAITH EFFORTS

These good faith efforts are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such good faith efforts are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the resources, services, and assistance of the U.S. Department of Transportation (DOT), U.S. Small Business Administration (SBA), and the Minority Business Development Agency of the U.S. Department of Commerce (MBDA).

6. If the Prime Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's). DBEs must be certified to be counted toward the Prime Contractor's MBE/WBE goals. "Self-certified" DBE subcontractors will not be counted toward the Prime Contractor's MBE/WBE goals. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The Prime Contractor must employ and document the **Six Good Faith Efforts** for all subcontracts, even if the Prime Contractor has achieved the fair share objectives.

The documentation of solicitations for the **Six Good Faith Efforts** must be detailed to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, and affidavits of publication in newspapers or other publications. The Prime Contractor is encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.

The Prime Contractor should attempt to identify and solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor must notify the Owner in writing prior to any termination and must employ the Six Good Faith Efforts described above if using a replacement subcontractor. Any proposed changes from the approved DBE subcontractor list must be reported to the Owner and to GEFA on the *Changes to Approved Subcontractors Form* (GEFA-14) prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to GEFA for new DBE subcontracts.

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTORS

RESOURCES FOR IDENTIFYING DBE SUBCONTRACTOR'S FOR DIRECT SOLICITATION:

Georgia Department of Transportation (GDOT)
Disadvantaged Business Enterprise Program
404-631-1972
https://www.dot.ga.gov/GDOT/Pages/DBE.aspx

City of Atlanta, Georgia Office of Contract Compliance
404-330-6010
https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance

DeKalb County, Georgia
Office of Purchasing and Contracting
404-371-4730
http://dekalblsbe.info/wordpress1/wp-content/uploads/2016/05/DeKalbCountyCertifiedVendorsListMay10-2016-Final2.pdf

Fulton County, Georgia
Purchasing and Contract Compliance
404-612-5800

Metropolitan Atlanta Rapid Transit Authority (MARTA)
Disadvantaged Business Enterprise Program
404-848-4656

U.S. Environmental Protection Agency
http://www.epa.gov/osbp/dbe_team.htm

For more information about DBE compliance, contact:
waterresources@gefa.ga.gov

NOTES:

(1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three WBE firms to bid in each expected subcontract area or trade.
(2) If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
(3) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.
(4) The Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.
(5) Contact GEFA Project Managers at 404-584-1000 or waterresources@gefa.ga.gov for further assistance or resources.

CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Proposed Prime Contractor
Proposed Subcontractor

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25), (as amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971). Any bidder or prospective prime contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES _____ NO _____

(2) Compliance Reports were required to be filed in connection with such contract or subcontract.
YES _____ NO _____ (If YES, state what reports were filed and with what agency.)

(3) Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1 Report).
YES _____ NO _____ (If NO, please explain in detail.)

The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS

Proposed Prime Contractor
Proposed Subcontractor

Under Executive Order 12549 individuals or organizations debarred from participation in federal assistance programs may not receive an assistance award under federal program or sub-agreement there under for $25,000 or more. Accordingly, each recipient of a state loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 2 CFR §1532.220).

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

_____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

_____ _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE **DATE**

_____ I am unable to certify to the above statements. My explanation is as follows:

CHANGES TO APPROVED SUBCONTRACTORS FORM

Loan Recipient _____ **SRF Loan Number** _____

CERTIFICATIONS:

I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants.

_____ Date_____
(Prime Contractor signature)

_____
(Printed name and title)

I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.

_____ Date_____
(Signature of Owner or Owner's representative)

_____
(Printed name and title)

GENERAL INFORMATION:

1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state reason.

Subcontractor Name:	**Trade**
Reason Terminated or Replaced	

2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract, and DBE status.

New Subcontractor Name and Contact Person	**Trade**
Address	**Telephone Number**
Dollar Amount	**DBE Status**

1) Attach proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.

2) Attach documentation of Six Good Faith Efforts solicitation effort for all new subcontracts.

3) Provide justification for not selecting any certified DBE subcontractor that submitted a low bid for any subcontract area.

4) For each subcontractor, attach certifications regarding Equal Employment Opportunity (GEFA-9) and certifications regarding Debarment, Suspension, and Other responsible Matters (GEFA-10)

DBE ANNUAL REPORT
FORM (5700-52A)

This form must be completed by recipients of federal financial assistance for procurement of supplies, equipment, construction, or services. SRF loan recipients are required to submit this report to GEFA by the 20th of October for the previous period of October 1 through September 30. Please submit a "negative" report even if $0 is the amount paid to MBE/WBE subcontractors during the reporting period.

<table>
<tr><th colspan="4">ANNUAL REPORT FORM (5700-52A)</th></tr>
<tr><td colspan="2">1. PRIME CONTRACTOR</td><td colspan="2">2. REPORTING PERIOD (Complete date using current year.)
Period Ending (September 30, _____)</td></tr>
<tr><td colspan="2">3. SUBMIT TO:
Georgia Environmental Finance Authority
Attention: DBE Compliance Coordinator
47 Trinity Ave SW
Fifth Floor
Atlanta, Georgia 30303
waterresources@gefa.ga.gov</td><td colspan="2">4. LOAN RECIPIENT (Name, Address, and Telephone)</td></tr>
<tr><td>5. LOAN RECIPIENT (OWNER)
REPORTING CONTACT</td><td>PHONE:</td><td>6. TYPE OF FEDERAL FINANCIAL ASSISTANCE PROGRAM (Check one)
CWSRF _____ DWSRF_____</td><td>7. SRF LOAN NUMBER</td></tr>
<tr><td colspan="2">8. CONTRACTOR NAME AND TOTAL CONSTRUCTION CONTRACT AMOUNT</td><td colspan="2">9. ACTUAL DOLLAR AMOUNT PAIDTO MBE/WBE SUBCONTRACTORS THIS PERIOD
$ MBE_____ $ WBE_____ NEGATIVE REPORT ($0) ___</td></tr>
<tr><td colspan="2">10. RECIPIENT'S MBE/WBE GOALS
MBE 4.0 % WBE 4.0 %</td><td colspan="2">11. TOTAL DOLLARS SPENT THIS PERIOD
MBE $_____
WBE $_____
NON MBE/WBE $_____
TOTAL $ _____</td></tr>
<tr><td colspan="2">12. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT (OWNER).</td><td>13. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT.</td><td>14. DATE</td></tr>
<tr><th colspan="4">MBE/WBE PAYMENTS MADE DURING PERIOD</th></tr>
<tr><td colspan="2">NAME AND ADDRESS of DBE (SUB)CONTRACTOR (indicate if MBE or WBE firm)</td><td colspan="2">TOTAL DOLLAR AMOUNT PAID AND DATE PAID
$_____ DATE_____</td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td colspan="2"></td><td colspan="2"></td></tr>
</table>

SPECIAL PROVISIONS

(a) The Prime Contractor is required to pay its subcontractors in accordance with the Georgia Prompt Payment Act (OCGA 13-11).

(b) The Prime Contractor is required to insert the entirety of the Davis Bacon contract requirements into all subcontracts.

(c) Sewer line and water line crossing of all roads and streets shall be done in accordance with the Georgia Department of Transportation (D.O.T.) Policies and Procedures and must comply with the Ga. D.O.T. Standard Specifications, Construction of Roads and Bridges, 1993 Edition.

(d) Construction shall be carried out so as to prevent bypassing of wastewater flow and to prevent interruption of drinking water treatment during construction. EPD must receive written notification prior to any reduction in the level of treatment and must approve all temporary modifications to the treatment process prior to the activity.

(e) Erosion and Sedimentation Control shall be accomplished in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 as currently amended and NPDES General Permits (Storm Water from Construction Sites). See also epd.georgia.gov and gaswcc.georgia.gov for information regarding permits.

(f) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with state and local regulations as appropriate.

(g) It is the duty of the Prime Contractor, the Owner and the Engineer to ensure the construction of the project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the state of Georgia or any agency thereof, territorial, or any local government laws or political subdivision and ordnances to the extent that such requirements do not conflict with federal laws and this subchapter.

(h) EPD, EPA, and GEFA shall have access to the site and the project work at all times.

BONDS

Bonding requirements for Contracts of $100,000 or less are contained in the General Conditions. Bond requirements of contracts in excess of $100,000 are:

1. Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;

2. Performance bond equal to 100 percent of the contract price, and;

3. Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

SPECIAL NOTICE TO BIDDERS

By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4 (b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed $10,000.00). The bidder understands and agrees that “affirmative action” as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

EQUAL EMPLOYMENT OPPORTUNITY NOTICE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause which is included in the nondiscrimination Provision and Labor Standards, EPA Form 5720-4 and the Standard Federal Equal Employment Opportunity (EEO) Construction Contract Specifications set forth herein.

2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	**4.0 percent**
Goals for female participation for each trade	**4.0 percent**

   These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation to the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical area where the contract is to be performed giving the state, county, and city, if any).

EEO Construction Contract Specifications

Executive Order 11246
https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended

N/A **Davis-Bacon and Related Acts**
https://www.dol.gov/agencies/whd/government-contracts/construction

N/A **INSERT WAGE RATE DETERMINATION HERE**

Wage Rates (for *Heavy Construction*) are state/county specific can be found at:
http://www.dol.gov/whd/govcontracts/dbra.htm

N/A **Sample Payroll Form (WH-347) is found at:**
http://www.dol.gov/whd/forms/wh347.pdf

N/A **Labor Standards Interview Form (SF-1445) is found at:**
http://www.gsa.gov/portal/forms/download/115910

N/A **Davis-Bacon (WH-1321) poster is found at:**
http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf (*English*)

http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf (*Spanish*)

N/A **Fair Labor Standards Act Minimum Wage poster is found at:**
http://www.dol.gov/whd/regs/compliance/posters/minwagebwp.pdf (*English*)

http://www.dol.gov/whd/regs/compliance/posters/minwagespbwP.pdf (*Spanish*)

"EEO Is the Law" poster is found at:
https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRights_10_20.pdf
(*English*)

https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRightsSp_10_20.pdf
(*Spanish*)

OSHA poster is found at:
https://www.osha.gov/sites/default/files/publications/osha3165.pdf
(*English*)

https://www.osha.gov/sites/default/files/publications/osha3167.pdf
(*Spanish*)

N/A CERTIFIED PAYROLL REVIEW CHECKLIST

(This is a *recommended Certified Payroll Review Checklist for the Owner's use*.)

CONTRACT ID City of CW/DWSRF#00 - 000	**PRIME CONTRACTOR/SUBCONTRACTOR** X Construction
GENERAL WAGE DECISION AND DATE (Insert number and date)	**PAYROLL PERIOD ENDING**

INSTRUCTIONS: This checklist is to be used in conjunction with projects requiring Davis-Bacon Wage Rates and compliance reviews. All certified payrolls are to be date stamped upon receipt from the prime contractor.

Payroll Information Checklist:

_____ Prime Contractor's or subcontractor's name and address
_____ Contract ID numbers (GEFA SRF No.)
_____ Week ending.
_____ Project location.

_____ Employee ID or Last four digits of Social Security
- _____ Number Social Security Number removed
- _____ Employee's work classification
- _____ Identification of OJTs, apprentices, and program levels (%) on payrolls.
- _____ Verify that OJT and Apprentice Program documentation is in project files.

_____ Daily and weekly employee hours worked in each job classification.
- _____ Daily and weekly employee overtime (or premium) hours worked
- _____ Total weekly hours worked on all jobs (prevailing and non-prevailing wage).
- _____ Base rate shown for each employee, overtime (or premium) rate shown when worked.
- _____ Verify correct wage rates are being paid.
- _____ Verify overtime is being paid correctly (over 40 hrs/wk, and Time and a half)
- _____ Week's gross wages
- _____ Week's itemized deductions.
- _____ Week's net wages paid

_____ Compliance statement attached.
- _____ Method of fringe benefit payment described by checking either box (4)(a) or (4)(b).
- _____ Fringe benefit package information in file and updated as needed (if 4(a) is checked)
- _____ Exceptions explanation for fringe benefit (4)(c).
- _____ Signature.

Compliance Review Checklist (for field reviews):

_____ Verify work classifications reported are consistent with the work performed.
_____ Compare payrolls with wage rate interviews when conducted.
_____ Compare number of employees and hours worked with project documentation.

REVIEWED BY:	**DATE**

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AMERICAN IRON AND STEEL
SPECIAL CONDITIONS AND INFORMATION

For

FEDERALLY ASSISTED
STATE REVOLVING LOAN FUND
CONSTRUCTION CONTRACTS

April 11, 2014

The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts to be funded, in whole or in part, through the Federally-assisted State Revolving Fund in the State of Georgia for projects subject to the American Iron and Steel requirements.

These Special Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Special Conditions must be satisfied in order for work to be funded with the State Revolving Fund.

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General Requirements	**GEFA/AIS-3**
Appendix 1 – Definitions	**GEFA/AIS-5**
Appendix 2 – Sample Certifications for Manufacturer Certification	**GEFA/AIS-8**
Appendix 3 – P.L. 113-76, Consolidated Appropriations Act, 2014	**GEFA/AIS-11**

GENERAL REQUIREMENTS

These Special Conditions are based on guidance provided by the United States Environmental Protection Agency (EPA). Public Law 113-76, the Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement that requires State Revolving Loan Fund (SRF) assistance recipients to use iron and steel products that are produced in the United States for projects in this project. A copy of Section 436 of the Act is found in Appendix 3.

The products and materials subject to these requirements will be defined in Appendix 1 of these special conditions.

The Owner must maintain documentation of compliance with the AIS requirements. The documentation that the Owner maintains will be subject to review and audit by representatives of the state of Georgia, the EPA, the EPA Office of the Inspector General, and other federal authorities.

The Prime Contractor must provide certifications of compliance for all products subject to AIS requirements to the Owner prior to requesting payments for those products. The Owner or the Engineer may require certifications of compliance with submittals and shop drawings for these products as part of the submittal review process.

All manufacturing processes for a covered iron or steel product, as further defined in Appendix 1, must take place in the United States. If a covered product is taken out of the US for any part of the manufacturing process, it becomes foreign source material.

The EPA recommends the use of a step certification process to document the locations of the manufacturing processes involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that its step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached in Appendix 2 is a sample step certification.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes for the product and for its iron and steel components occurred in the United States. The EPA states that additional documentation may be needed if the certification lacks important information and recommends step certification as the best practice. A sample final manufacturer certification is attached in Appendix 2.

The Prime Contractor may document that incidental and generally low cost components, as defined in Appendix 1, are compliant with AIS requirements under the De Minimis Waiver issued by the EPA. For these items, the Contractor must provide the Owner with documentation of costs for these items, including invoices, and a report of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined. A sample De Minimis report is attached is Appendix 2.

Contractor, supplier, and manufacturer records are subject to review and audit by the EPA, its Inspector General, and other federal authorities.

Failure to comply with these requirements may delay, limit, or prevent the disbursement of SRF funds to the Owner. Violations of AIS requirements will require correction by the Contractor as determined by the Owner and Engineer, including replacement of deficient products with compliant products and compensation for costs and other damages that may result. Violations may also subject the Owner, the Contractor, and suppliers to other enforcement actions within the discretion of the EPA and other federal authorities.

The Act permits EPA to issue waivers for a case or category of cases in which EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent. The Contractor should notify the Owner and Engineer immediately if it finds that a waiver may be required.

By submitting a bid for this project and by executing this construction contract, the Contractor acknowledges to and for the benefit of the Owner and the state of Georgia that it understands that the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund and that Federal law authorizing these Funds contains provisions commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the state of Georgia that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the state of Georgia. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the state of Georgia to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or the state of Georgia resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the state of Georgia or any damages owed to the state of Georgia by the Owner). The Owner and the Contractor agree that the state of Georgia, as a lender to the Owner for the funding of its project, is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the state of Georgia.

Appendix 1 – Definitions

For purposes of the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the project:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete (defined in more detail below); and
Construction materials (defined in more detail below).

Product primarily of Iron or steel: The product must be made of greater than 50% iron or steel, measured by cost. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required, except as required for reinforced precast concrete. If a product is composed of more than 50% iron or steel, but is not listed in Section 436 (a) (2) of the Act, it is not required to be produced in the US. Alternatively, the iron or steel in such a product can be sourced from outside the US.

Steel: An alloy that includes at least 50 percent iron and between 0.02 and 2 percent carbon and may include other elements. Other alloys of iron are not required to be produced in the US.

Produced in the United States: Production in the US of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

Municipal Castings: Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings include access hatches, ballast screen, benches, bollards, cast bases, cast iron hinged hatches, cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes, drainage grates, frames & curb inlets, inlets, junction boxes, lampposts, manhole covers, rings & frames, risers, meter boxes, steel hinged hatches, steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes.

Structural Steel: Structural steel is rolled flanged shapes, having at least one dimension of their cross-section 3 inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

Reinforced Precast Concrete: While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing rebar must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing rebar is considered to be a construction material and must be produced in the US.

Construction Materials subject to AIS: Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: welding rods, wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, gates, and screens.

Construction Materials not subject to AIS: Mechanical and/or electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples, including their appurtenances necessary for their intended use and operation, are NOT considered construction materials: pumps, motors, gear reducers, drives, variable frequency drives (VFDs), mixers, blowers/aeration equipment, compressors, meters, electric/pneumatic/manual accessories used to operate valves (such as valve actuators), gates, motorized screens (such as traveling screens), sensors, controls, switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, dewatering equipment, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, and analytical instrumentation.

Items temporarily used during construction, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel. For example, trench boxes or scaffolding are not considered construction materials subject to AIS requirements.

Incidental Components compliant with AIS under the De Minimis Waiver: This waiver permits the use of de minimis incidental components that may otherwise be prohibited under AIS. These de minimis items may cumulatively comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into the project. The cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into the project.

These items are miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are permanently incorporated into the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not always readily or reasonably identifiable prior to procurement in the normal course of business. For other incidental components, the country of manufacture may be known, but the miscellaneous character in conjunction with the low cost, individually and in total, as typically procured in bulk, mark them as properly incidental. Examples of incidental components include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube.

Examples of items that are not incidental and are not covered by the De Minimis Waiver include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures.

Items covered as compliant under this waiver must be documented in a report to the Owner to demonstrate that they are both incidental and that they fall within the cost allowances of this waiver. The costs of these items must be documented by invoices. The report must include a listing of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the Waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined.

Appendix 2 – Sample Certifications
Step Certification

The following information is provided as a sample letter of step certification for American Iron and Steel compliance. Documentation must be provided on company letterhead. This is to be provided by each handler (supplier, fabricator, manufacturer, processor, etc.). Each time a step in the manufacturing process takes place, the handler delivers its work along with a certification of its origin.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Appendix 2 – Sample Certifications
Final manufacturer certification

The following information is provided as a sample letter of the final manufacturer to certify American Iron and Steel compliance for the entire manufacturing process. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement of P.L. 113-76 and as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Appendix 2 – Sample Certifications
Contractor De Minimis Report

Owner: (Owner Name)
SRF Project No: (SRF Number)
Project Description: (Contract title or brief description)
Date: (Date of report)
Submitted by (name & title): (Contractor representative)
Company Name

LIST OF MATERIALS OR CATEGORIES OF MATERIALS PERMANENTLY INCORPORATED INTO THE PROJECT	COST
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Category or Item	$1,000.00
Total Permanent Materials	**$10,000.00**

1 % of total material cost	**$100.00**	**Maximum cost for individual item waived**
5 % of total material cost	**$500.00**	**Maximum cumulative cost for category waived**

LIST OF MATERIALS OR CATEGORIES OF MATERIALS COVERED BY DE MINIMIS WAIVER	COST	COMPLIANT (Yes/No)
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Category or Item	$100.00	Yes
Total De Minimis Items	**$500.00**	Yes

INVOICES ATTACHED FOR DE MINIMIS ITEMS.

The Act states:

Sec. 436 (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

BUILD AMERICA, BUY AMERICA ACT
SPECIAL CONDITIONS AND INFORMATION
for
FEDERALLY ASSISTED
STATE REVOLVING LOAN FUND
CONSTRUCTION CONTRACTS

The following memorandum issued by the U.S. Environmental Protection Agency on November 3, 2022, provides implementation guidance for the Build America, Buy America Act (BABA). Exhibit D of the Georgia Environmental Finance Authority Loan Agreement requires compliance with BABA as needed. The following two links contain the required language for agreements.

Appendix 1 language is required to be inserted into construction contracts to comply with BABA.

Appendix 2 language is incorporated by reference into Exhibit D of GEFA's State Revolving Fund assistance agreements.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

November 3, 2022

MEMORANDUM

SUBJECT: Build America, Buy America Act Implementation Procedures for EPA Office of Water Federal Financial Assistance Programs

FROM: Radhika Fox
Assistant Administrator

TO: EPA Regional Water Division Directors, Regions I – X
EPA Office of Water Office Directors

OVERVIEW

The Biden-Harris Administration recognized the Nation's critical need for infrastructure investment, championing the Bipartisan Infrastructure Law (BIL), which Congress passed on November 15, 2021 (also known as the Infrastructure Investment and Jobs Act (IIJA)). The BIL will provide an unprecedented level of federal investment in water and wastewater infrastructure in communities across America.

In Title IX of the IIJA, Congress passed the Build America, Buy America (BABA) Act, which establishes strong and permanent domestic sourcing requirements across all Federal financial assistance programs for infrastructure. The U.S. Environmental Protection Agency (EPA) Office of Water is honored to help lead the implementation of these provisions and is proud of its near decade of successful implementation of the American Iron and Steel (AIS) provisions for its flagship water infrastructure programs.

This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will spur investment in good-paying American manufacturing jobs and businesses. EPA's efforts to implement BABA will help cultivate the domestic manufacturing base for a wide range of products commonly used across the water sector but not currently made domestically. This will take time, and flexibility will be important to ensure that EPA can leverage critical water investments on time and on budget to protect public health and improve water quality.

IMPLEMENTATION

Recognizing the opportunity and need for BABA implementation guidance, the Made in America Office (MIAO) of the Office of Management and Budget (OMB) published Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure (OMB Guidance M-22-11) on April 18, 2022. The guidance provides government-wide implementation direction for all Federal financial assistance programs for infrastructure. Despite the extensive guidance developed by MIAO, EPA's Office of Water infrastructure investment programs have received many questions that were not addressed in OMB Guidance M-22-11 or that require further clarification for EPA water infrastructure programs. The following questions and answers serve to supplement OMB Guidance M-22-11 with implementation procedures specific to EPA's relevant water infrastructure programs.

Section 70914(a) of the IIJA states when a Buy America preference under BABA applies: "Not later than… [May 14, 2022], the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, Federal financial infrastructure investments obligated on or after May 14, 2022, must comply with the BABA requirements. Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States. For many of EPA's Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

EPA's Office of Water implements many infrastructure investment programs subject to BABA requirements, including the following:

- Alaska Native Villages and Rural Communities Water Grant Program (ANV) (and any associated Interagency Agreements with the Indian Health Service)
- Clean Water and Drinking Water State Revolving Fund Programs (CW and DWSRF)
- Clean Water and Drinking Water Grants to U.S. Territories and the District of Columbia
- Clean Water Indian and Drinking Water Tribal Infrastructure Grant Set-aside (and any associated Interagency Agreements with the Indian Health Service)
- Coastal Wetlands Planning, Protection and Restoration Act, (CWPPRA) Programs
- Congressionally Directed Spending/Community Project Funding (also known as Community Grants)
- Geographic Programs[1]
- Gulf Hypoxia Program
- National Estuaries Program (CWA Section 320)

[1] Geographic Programs include: Great Lakes Restoration Initiative, Chesapeake Bay, San Francisco Bay, Puget Sound, Long Island Sound, Gulf of Mexico, South Florida, Lake Champlain, Lake Pontchartrain, Southern New England Estuaries, Columbia River Basin, Pacific Northwest

- 319 Nonpoint Source Management Program Implementation
- Reducing Lead in Drinking Water Grant Program (SDWA §1459B)
- Assistance for Small and Disadvantaged Communities Grants: Small, Underserved, and Disadvantaged Community Grant Program (SUDC), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) and Drinking Water Infrastructure Resilience & Sustainability (SDWA §1459A)
- Sewer Overflow and Stormwater Reuse Municipal Grants (OSG)
- USMCA Implementing Legislation (Section 821 and Title IX, USMCA Supplemental Appropriations, 2020)
- U.S.-Mexico Border Water Infrastructure Program
- Voluntary School and Child Care Program Lead Testing and Remediation Grant Program (SDWA 1464(d))
- Water Infrastructure Finance and Innovation Act (WIFIA)

The questions and answers in this document apply to the implementation of BABA requirements for the Office of Water infrastructure programs listed above unless superseded by regulation, statute, or other applicable guidance. For many of the programs listed above which did not have domestic preference requirements prior to BABA, additional implementation details are pending or may be developed after the issuance of these procedures. In addition, EPA notes that more direction will be helpful to inform the determination and definition of domestic content in manufactured goods. Supplemental guidance on these and other issues, from either OMB or EPA, may be forthcoming. These implementation procedures may also apply to additional, unlisted EPA programs which may be required to apply BABA subsequent to publication of this memorandum (e.g., future funding programs which have been authorized, but not yet appropriated).

For more information on the BABA requirements, visit the EPA Office of Water's dedicated website – https://www.epa.gov/cwsrf/build-america-buy-america-baba – or contact your funding authority (such as your grants officer, portfolio manager, or state contact). For information on approved waivers, visit https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers. You may also email questions to BABA-OW@epa.gov.

This Implementation Procedures document is organized to provide responses to questions in the following topic areas:

- Section 1: General 4
- Section 2: Product Coverage 5
- Section 3: Co-funding 9
- Section 4: Waivers 10
- Section 5: Documenting Compliance 12
- Section 6: Programs with American Iron and Steel Requirements 16
- Section 7: Program-Specific Issues 17
- Appendix 1: Example Build America, Buy America (BABA) Act Construction Contract Language 22
- Appendix 2: Example Build America, Buy America (BABA) Act Assistance Agreement Language 23

QUESTIONS AND ANSWERS

SECTION 1: GENERAL

- Q1.1: Will EPA provide documentation for BABA for bid solicitations and suggested contract language? Will EPA provide suggested language for Assistance Agreements?

    - A1.1: See Appendix 1, which includes suggested language for construction contracts which addresses the BABA requirements. In addition to the language suggested in Appendix 1, EPA also recommends that assistance recipients prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the certifications are sufficient to demonstrate compliance with Build America, Buy America Act requirements." In most cases, the assistance recipient's representatives assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

      All Federal Financial infrastructure assistance agreements subject to BABA must have a clause requiring compliance with the requirements. See Appendix 2 for example assistance agreement language.

- Q1.2: Would federally-financed infrastructure projects outside of the United States need to comply with the BABA requirements?

    - A1.2: No. According to the OMB Guidance (M-22-11), a "project" is defined as "…any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States." Therefore, the BABA requirements are not implicated for infrastructure projects occurring outside of the United States, such as projects funded through the United States-Mexico-Canada Agreement with infrastructure activities occurring in Mexico or Canada (that is, outside the United States).
    -

- Q1.3: If most of the project is BABA compliant, and a small portion is not, can an assistance recipient self-fund (i.e., paying with non-federal dollars) the non-compliant products?

    - A1.3: Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. All iron, steel, manufactured products, and construction materials used in a project must meet the BABA requirements unless waived. Absent a waiver, there is no "small portion" or product that does not need to satisfy the BABA requirements unless the requirements are waived (or specifically excluded as is the case for cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products). An assistance recipient may request a waiver or inquire as to whether a broad waiver, such as a *de minimis* waiver, might apply.

- Q1.4: How do international trade agreements affect the implementation of the BABA requirements?

    - A1.4: The BABA requirements apply in a manner consistent with United States obligations under international trade agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to these trade agreements. In general, assistance recipients are not signatories to such agreements, so these trade agreements have no impact on BABA implementation. In the few instances where such an agreement applies to a municipality, that municipality is responsible for determining its applicability and requirements and communicating with the funding authority (such as EPA and/or a state) on the actions taken to comply with BABA.

SECTION 2: PRODUCT COVERAGE

- Q2.1: For products made of iron and steel, what is the difference between predominantly and primarily iron and steel?

    - A2.1: EPA considers the terms "predominantly" and "primarily" to be interchangeable, such that a product is considered predominantly (or primarily) iron and steel if it contains greater than 50 percent iron and steel by material cost.

- Q2.2: What is the definition of construction materials (with examples)?

    - A2.2: From OMB Guidance M-22-11: "construction materials" include an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of:
        - non-ferrous metals,
        - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass),
        - lumber, and
        - drywall.

      For example, a plate of glass would be a construction material under BABA, but a framed window that incorporates the glass into a frame would be a manufactured product. Another common construction material for water infrastructure projects would be polyvinyl chloride (PVC) pipe and fittings. However, if PVC components are incorporated into a more complex product such as instrumentation and control equipment or a water treatment unit, those items would be manufactured products.

- Q2.3: What are manufactured products (with examples)?

    - A2.3: From OMB Guidance M-22-11: "…all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total

cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation…"

The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

- Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?
    - A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements.

      In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M-22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements.

- Q2.5: Does EPA have a list of products to be classified as "Iron and Steel" under BABA?
    - A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for "iron and steel" items or products under either requirement):

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Lined and Unlined Pipe	Lined and Unlined Fittings	Tanks
Flanges	Pipe Clamps and Restraints	Structural Steel
Valves	Hydrants	Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage)
Manhole Covers and other Municipal Castings	Access Hatches	Ballast Screens
Iron or Steel Benches	Bollards	Cast Bases
Cast Iron Hinged Hatches	Cast Iron Riser Rings	Catch Basin Inlets
Cleanout/Monument Boxes	Construction Covers and Frames	Curb and Corner Guards

Products likely made "primarily" of iron and steel to be classified as Iron and Steel under BABA		
Curb Boxes	Curb Openings	Curb Stops
Detectable Warning Plates	Downspout Shoes	Drainage Grates
Drainage Grate Frames and Curb Inlets	Inlets	Junction Boxes
Lampposts	Manhole Rings and Frames	Manhole Risers
Meter Boxes	Service Boxes	Steel Hinged Hatches
Steel Riser Rings	Trash Receptacles	Tree Grates
Tree Guards	Trench Grates	Valve Boxes
Valve Box Covers and Risers	Access Ramps	Aeration Pipes and Fittings (separate from aeration/blowers)
Angles	Backflow Preventers/Double Check Valves	Baffle Curtains
Iron or Steel Bar	Bathroom Stalls	Beam Clamps
Cable Hanging Systems	Clarifier Tanks	Coiled Steel
Column Piping	Concrete Reinforcing Bar, Wire, and Fibers	Condensate Sediment Traps
Corrugated Pipe	Couplings	Decking
Digestor Covers	Dome Structures	Door Hardware
Doors	Ductwork	Expansion Joints
Expansion Tanks (diaphragm, surge, and hydropneumatics)	Fasteners	Fencing and Fence Tubing
Fire Escapes	Flanged Pipe	Flap Gates
Framing	Gate Valves	Generic Hanging Brackets
Grating	Ground Testing Boxes	Ground Test Wells
Guardrails	HVAC Registers, Diffusers, and Grilles	Joists
Knife Gates	Ladders	Lifting Hooks, J-bar, Connectors within, and Anchors for Concrete
Lockers	Man Baskets and Material Platforms	Manhole Steps
Mud Valves	Municipal Casting Junctions	Non-mechanical (aka stationary) Louvers and Dampers
Overhead Rolling Doors/ Uplifting Doors (manual open, no motor)	Pipe Connectors	Pipe Hangers
Pipe Pilings (any type of steel piling)	Pipe Spool (pipe, flanges, connectors, etc.)	Pipe Supports
Pitless Adaptors	Pre-fab Steel Buildings/Sheds (simple structure, unfurnished)	Pre-stressed Concrete Cylinder Pipe (PCCP)
Railings	Reduced Pressure Zone (RPZ) Valves	Roofing
Service Saddles	Sheet Piling	Sinks (not part of eyewash systems)
Solenoid Valves	Stairs	Static Mixers
Stationary Screens	Surface Drains	Tapping Sleeves
Telescoping Valves	Tipping Buckets	Trusses
Tubing	Valve Stem Extensions	Valve Stems (excluding handwheels and actuators)
Wall Panels	Wall Sleeves/Floor Sleeves	Welding Rods
Well Casing	Well Screens	Wire
Wire Cloth	Wire Rod	Wire Rope and Cables

Q2.6: Does EPA have a list of products that could be made "primarily" of iron and steel but would be classified as "manufactured products" under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered "manufactured products" under the BABA requirements, even if the item might be composed primarily of iron and steel by materials cost (Note: These items are not subject to the AIS requirements.):

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Actuator Superstructures/ Support Structures	Aeration Nozzles and Injectors	Aerators
Analytical Instrumentation	Analyzers (e.g., ozone, oxygen)	Automated Water Fill Stations
Blowers/Aeration Equipment	Boilers, Boiler Systems	Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals)
Chemical Injection Quills	Chemical Injectors	Clarifier Mechanisms/Arms
Compressors	Controls and Switches	Conveyors
Cranes	Desiccant Air Dryer Tanks	Dewatering Equipment
Dewatering Roll-offs	Disinfection Systems	Drives (e.g., variable frequency drives)
Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators)	Electrical Cabinetry and Housings (such as electrical boxes/enclosures)	Electrical Conduit
Electrical Junction Boxes	Electronic Door Locks	Elevator Systems (hydraulic, etc.,)
Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers /piping/valves, first aid, etc.)	Exhaust Fans	Fall Protection Anchor Points
Fiberglass Tank w/Appurtenances	Filters (and appurtenances, including underdrains, backwash systems)	Flocculators
Fluidized Bed Incinerators	Galvanized Anodes/Cathodic Protection	Gear Reducers
Generators	Geothermal Systems	Grinders
Heat Exchangers	HVAC (excluding ductwork)	HVAC Dampers (if appurtenances to aerators/blowers)
HVAC Louvers (mechanical)	Intake and Exhaust Grates (if appurtenances to aerators/blowers)	Instrumentation
Laboratory Equipment	Ladder Fall Prevention Systems	Ladder Safety Posts
Lighting Fixtures	Lightning and Grounding Rods	Mechanical or Actuated Louvers/Dampers
Membrane Bioreactor Systems	Membrane Filtration Systems	Metal Office Furniture (fixed)
Meters (including flow, wholesale, water, and service connection)	Motorized Doors (unit)	Motorized Mixers
Motorized Screens (such as traveling screens)	Motors	Pelton Wheels
Pipeline Flash Reactors (similar to injectors)	Plate Settlers	Precast Concrete without Iron/Steel Reinforcement

Products likely made "primarily" of iron and steel to be classified as Manufactured Products under BABA		
Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside)	Presses (including belt presses)	Pressure Gauges
Pump Cans/Barrels and Strainers	Pumps	Mechanical Rakes
Safety Climb Cable	Sampling Stations (unless also act as hydrant)	Scrubbers
Sensors	Sequencing Batch Reactors (SBR)	Steel Shelving (fixed)
Slide and Sluice Gates	Spray Header Units	Steel Cabinets (fixed interior/furniture)
Supervisory Control and Data Acquisition (SCADA) Systems	Tracer Wire	Valve Manual Gears, Actuators, Handles
Voltage Transformer	Water Electrostatic Precipitators (WESP)	Water Heaters
Weir Gates		

- Q2.7: Is asphalt paving a covered product under BABA?
    - A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials.

SECTION 3: CO-FUNDING

- Q3.1: If projects are co-funded with funding mechanisms that don't require BABA, must the entire project comply with BABA?
    - A3.1: Yes. Any project that is funded in whole or in part with federal assistance must comply with the BABA requirements, unless the requirements are otherwise waived. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all the contracts and assistance agreements awarded are closely related in purpose, time, and place. This precludes the intentional splitting of projects into separate and smaller contracts or assistance agreements to avoid BABA's applicability on some portions of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreements would carry separate requirements.

- Q3.2: How will project requirements be determined for co-funded projects subject to potentially different general applicability/programmatic waiver conditions (such as different adjustment period waivers)?

    - A3.2: OMB Guidance M-22-11 addresses cases with project co-funding from separate programs. EPA would apply the guidance's "cognizant" program determination to projects that are co-funded with different general applicability/programmatic waivers. For instance, if a project were co-funded between WIFIA and SRF and the majority of the Federal funding for the project is from WIFIA, then WIFIA would be the "cognizant" program for application and determination of waivers. In that case, any conditions from an applicable WIFIA waiver would apply.

SECTION 4: WAIVERS

- Q4.1: Who may apply for a waiver and how do you apply?

    - A4.1: Assistance recipients and their authorized representatives may apply for a project-specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. For information on applying for cost waivers, see questions 4.4 and 4.5. For information on the SRF program roles and responsibilities, see question 7.6.

      Project-specific waiver requests should generally include: (1) a brief summary of the project, (2) a description and explanation of the need for the waiver for the product(s) in question, (3) a brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors), (4) the quantity and materials of the product(s) in question, (5) all engineering specifications and project design considerations relevant to the product(s) in question, (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project, (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements).

      In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA. States should submit waiver requests to the appropriate program waiver request inbox. For SRF projects, please use CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

- Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?

    - A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable.

- Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term "limited availability" product waivers?

    - A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate.

- Q4.4: What information is needed when applying for a cost waiver under BABA?

    - A4.4: As part of the cost waiver request, the assistance recipient must demonstrate that implementation of the BABA requirements will increase the overall project cost more than 25 percent. Depending on the circumstances of the overall project cost increases, documentation to justify the cost waiver can vary but may include itemized cost estimates or bid tabulations comparing project costs with and without BABA implementation. Assistance recipients should begin assessing the potential cost impacts of the BABA requirements during the design phase of a project.

- Q4.5: Can administrative costs associated with tracking and verification of certifications be considered when determining if the cost of a project increases by 25 percent or more?

    - A4.5: Yes. Section 70914(b)(3) of the IIJA states that a waiver may be provided if the overall cost of the project increases by more than 25 percent due to the "inclusion of iron, steel, manufactured products, or construction materials produced in the United States." EPA interprets this to mean that the "inclusion" of the BABA-covered products could encompass

reasonable administrative costs associated with complying with the BABA requirements, such as staff, contractor, and technological resources to collect and track BABA compliance documentation.

- Q4.6: How can assistance recipients and construction contractors address product delivery delays?
    - A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process.

SECTION 5: DOCUMENTING COMPLIANCE

- Q5.1: Who will be responsible for BABA enforcement?
    - A5.1: Responsibility for BABA implementation applies at all levels, from manufacturers to suppliers and distributors, construction contractors, assistance recipients, and funding authorities.

      The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. If suppliers and distributors are involved, they are responsible for passing along compliance documentation for products supplied to projects that are subject to the BABA requirements.

      The assistance recipient and their representatives are primarily responsible for ensuring the documentation collected for products used on the project is sufficient to document compliance with the BABA requirements.

      The funding authority is responsible for providing oversight and guidance as needed to ensure the proper implementation of the requirements. The Uniform Grants Guidance (UGG) (Title 2 of the Code of Federal Regulations (CFR) Part 200) applies to many Federal financial assistance agreements that will include BABA requirements. The general provisions of 2 CFR Part 200 determine the responsible party for the grant funding authority.

      For information on SRF program roles and responsibilities, see question 7.6.

      At all levels, where fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

- Q5.2: When will the BABA requirements be assessed for compliance? Do assistance recipients need to have waivers for potential non-domestic products before assistance agreements are in place, at the time products are procured or products are incorporated into the project (i.e., used)?

    - A5.2: Compliance is assessed where the domestic product is used (or installed) at the project site. Proper compliance documentation, whether it is a BABA certification letter or a waiver, should accompany a product prior to its "use", in accordance with Section 70914(a) of IIJA. This may occur prior to assistance agreements being in place but is not necessary. Additionally, communication of BABA requirements through appropriate Terms and Conditions in financial assistance agreements and in project solicitation and contract documents is key in ensuring all parties involved are informed of the requirements for the project before construction is underway.

- Q5.3: How can product compliance with the BABA requirements be demonstrated?

    - A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA-compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:

        (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.
        (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.
        (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.
        (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.
        (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements.

In addition to compliance documentation, assistance recipients or their representatives should also conduct a visual inspection of the product when it arrives to the project site, especially for iron and steel products which are often stamped with the country of origin. (Note: A country of origin stamp alone is not sufficient verification of compliance with BABA and assistance receipts should not rely on it to ensure compliance.)

EPA may develop alternative procedures for demonstrating compliance. Additional project- or program-specific instructions may be developed on a case-by-case basis in order to meet individual circumstances.

- Q5.4: Will EPA provide a form or template for tracking and documenting compliance?
    - A5.4: EPA does not require a specified format for tracking or documenting compliance. Assistance recipients are free to develop any system (from simple to complex software) for tracking items used on the project and the accompanying compliance documentation, e.g., certification letters, applicable waivers, if it helps with implementation and compliance. Elements that may help with keeping track of compliance may include: product description, quantity required/used, product category (i.e., iron and steel, manufactured product, or construction material), status of obtaining certification letter, product cost, and whether the item might qualify as *de minimis*, or qualify under another applicable waiver.
- Q5.5: If a manufacturer claims to comply with the Buy American Act, does it also comply with BABA?
    - A5.5: No. With the exception of the AIS requirements – which EPA interprets to be equivalent to the "iron and steel" requirements under BABA – EPA does not have an interpretation about the comparability of other domestic preference requirements relative to BABA. Any products that are to be certified as compliant with BABA should include a specific reference to the BABA requirements and appropriate attestation from a responsible manufacturing company official. See Question 5.3 for EPA's recommendations for BABA certification letters.
- Q5.6: How will assistance recipients manage certification letters for hundreds, possibly thousands of products?
    - A5.6: EPA recognizes that the new BABA requirements will cover most products used in typical water and wastewater infrastructure projects, and that the number of items which may require certification at large and/or complex projects may reach several hundred. EPA is concerned about the potential administrative burden that this would place on assistance recipients. EPA recommends that projects with a high number of potentially covered products meet with their funding authority about potential compliance strategies to minimize burden and streamline compliance activity. Assistance recipients should prepare contract bid solicitation documents with a statement for the consulting engineers and construction firms as follows: "By signing payment application and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and the documentation is sufficient to demonstrate compliance with Build America,

Buy America Act requirements." In most cases, the assistance recipient's representatives may assume the responsibility for their clients to conduct due diligence on compliance with applicable domestic preference requirements.

- Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?
    - A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products.
- Q5.8: How do final product fabricators document compliance when the final step of manufacturing may be simply assembling components?
    - A5.8: It is acceptable, in many cases, especially for highly complex manufactured products that utilize many sub-components, for the final point of assembly to certify without using a "step certification" process. Multiple certifications (i.e., step certifications) or a singular certification can be used for a product, as long as the certifying official is willing to attest to the product's compliance with BABA requirements at all stages of manufacturing.
- Q5.9: Will Material Test Reports be acceptable in lieu of a BABA certification for iron and steel?
    - A5.9: Material Test Reports (MTRs, commonly referred to as "Mill Certifications" or "Mill Certs") provide the chemical composition of steel and iron from a mill or foundry. If an MTR accompanies the delivery of steel or iron to a project site with an invoice or bill of lading, EPA will consider it sufficient to demonstrate compliance (equivalent to a certification letter) as long as the MTR includes a manufacturer representative's signature in addition to the location (city and state) of the mill/foundry. It is common for MTRs to be the first letter in a "step certification" if the product is further fabricated or painted, etc., by another manufacturer.
- Q5.10: Can a manufacturer use a fillable certification letter for products?
    - A5.10: EPA recommends that certifications be signed by representatives of the manufacturing entity. EPA does not oppose manufacturers using forms to internally develop letters within their company, thereby providing signed, non-manipulable certification letters to suppliers, distributors, and/or assistance recipients. A fillable form that can be changed by someone outside of the manufacturer after signature does not demonstrate compliance and may create compliance concerns for the manufacturer or assistance recipient.

- Q5.11: Are product certifications from suppliers and distributors allowed?
    - A5.11: EPA recommends that representatives of product manufacturers certify compliance and discourages suppliers and distributors from creating certification letters. EPA does not rule out the possibility that a third-party certification process, such as a certification by a distributor, may be viable. However, EPA is currently not aware of a system or proposed system that meets the EPA's recommendations for documentation of product certification.

- Q5.12: How long should assistance recipients keep compliance documentation?
    - A5.12: Assistance recipients should apply recordkeeping requirements for the project according to the procedures dictated by the funding authority. For most EPA grant programs, this is prescribed in the UGG at 2 CFR 200.334-200.338; e.g., the SRF programs require a minimum of three years. Other funding programs may require longer documentation retention periods.

SECTION 6: PROGRAMS WITH AMERICAN IRON AND STEEL REQUIREMENTS

- Q6.1: Does BABA supersede the American Iron and Steel (AIS) Requirements?
    - A6.1: The BABA requirements for items considered "iron and steel" are equivalent to those for covered iron and steel products under the AIS requirements in the Clean Water Act and the Safe Drinking Water Act. These requirements apply to the CWSRF, DWSRF, WIFIA, and Water infrastructure Community Grants. BABA includes a "Savings Provision" (Section 70917(b)) that states that BABA does not affect existing domestic content procurement preferences for infrastructure projects funded by Federal financial assistance programs that meet the requirements of section 70914. EPA views the AIS requirements as meeting the "iron and steel" product requirements of BABA Section 70914, as they both include the key requirement that items made of iron and steel be wholly manufactured in the United States from the point of melting and/or pouring the iron or steel components through final manufacturing step. Because of the "Savings Provision" of Section 70917, the AIS requirements satisfy the "iron and steel" requirements of BABA. For the programs that have AIS requirements, EPA intends to implement BABA requirements the same way for iron and steel items as it has done for AIS products.

- Q6.2: For iron and steel products, does a manufacturer need to demonstrate compliance from initial melting through the finished product?
    - A6.2: For iron and steel products, the BABA requirements are the same as the existing AIS requirements, in that all of the iron and steel in a covered product (that is, the product is comprised of more than 50 percent iron and steel by material cost) must be melted and poured in the United States and all subsequent manufacturing processes (such as grinding, rolling, bending, reheating, and casting) must occur in the United States.

Q6.3: Will EPA apply the same manufacturing standards for BABA iron and steel products as for the American Iron and Steel (AIS) requirements?

- A6.3: Yes. For AIS, EPA did not require raw materials used in the production of steel or iron to be domestically sourced. For BABA, EPA interprets the requirements to be the same. Hence, like AIS, raw materials in the production of iron and steel subject to BABA requirements would not need to be domestically sourced. The key step for both AIS and BABA domestic iron and/or steel production is the melting/pouring (that is, the location of the furnace), which must be in the United States.

- Q6.4: Will the certification process be similar to the process established for the American Iron and Steel requirements?

  - A6.4: EPA expects the certification process for the BABA requirements to be very similar to that established for the AIS requirements. For iron and steel products, the process should remain the same for AIS and BABA. EPA recommends for manufactured products and for construction materials that certification letters include direct reference to the product/material content requirements under BABA, in addition to an affirmative statement verifying that the product meets the BABA requirements.

- Q6.5: Will duplicate certification letters be required for AIS and BABA for iron/steel products?

  - A6.5: No. Compliance with BABA requirements will be sufficient to demonstrate compliance with AIS requirements for iron and steel products. If a project is subject to BABA, the only demonstration of compliance necessary is with the BABA requirements, of which the iron and steel requirements are equivalent to those of the AIS statutory requirements: the iron or steel in a product made primarily or predominantly of iron and steel (comprising more than 50 percent iron and steel by material cost) must be melted and/or poured in the United States and all subsequent manufacturing processes must occur in the United States.

SECTION 7: PROGRAM-SPECIFIC ISSUES

- Q7.1.: How do the BABA requirements apply to Community Grants?

  - A7.1: The Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, wastewater, and stormwater infrastructure and for water quality protection are subject to the requirements specified in the explanatory statement accompanying the Consolidated Appropriations Act (Explanatory Statement for Division G of P.L. 117-13, the Consolidated Appropriations Act of 2022). The explanatory statement asserts: "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section." Therefore, the federally funded Community Project Funding/Congressionally Directed Spending grants are subject to the same requirements that apply to CWSRF or DWSRF projects, including BABA and AIS requirements. See also A1.2.

- Q7.2: Should SRF projects covered by the BABA SRF Projects Design Planning Adjustment Period Waiver follow the same procedures for demonstrating compliance as outlined for American Iron and Steel requirements?

    - A7.2: Yes. The SRF Design Planning Adjustment Period waiver does not waive the iron and steel requirements under BABA. The SRF programs have existing domestic preference requirements for SRF projects under CWA Section 608 and SDWA Section 1452(a)(4) (AIS requirements) to use iron and steel products that are produced in the United States. Sections 70917(a) and (b) of BIL explain the application of BABA to existing domestic preference requirements. Specifically, the savings provision in Section 70917(b) states that existing domestic preference requirements that meet BABA requirements are not affected by BABA. The statutory AIS requirements were existing at the time BABA became law and satisfy the BABA iron and steel requirements. Therefore, the statutory AIS requirements that have previously applied to SRF-funded projects will continue to do so, and compliance with AIS requirements will satisfy the BABA iron and steel requirements. Demonstration of compliance for iron and steel products will follow the AIS implementation policies for projects subject to the waiver.

- Q7.3: For SRF programs, is BABA considered a federal cross-cutting authority? (i.e., do "equivalency" rules apply?)

    - A7.3: Yes, BABA is considered a federal cross-cutting requirement that applies to SRF assistance equivalent to the federal capitalization grant (i.e., "equivalency" projects). EPA's SRF regulations at 40 CFR 35.3145 and 35.3575 require states and recipients of SRF funds equivalent to the amount of the federal capitalization grant to comply with federal cross-cutting requirements. Section 70914 of the IIJA, which states when a Buy America preference applies, explains that "none of the funds made available for a Federal financial assistance program for infrastructure…may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Therefore, BABA only applies to projects funded in an amount equivalent to the federal capitalization grant and not to those projects receiving funds in excess of the capitalization grant (i.e., "non-equivalency" projects). (Note: The AIS requirements continue to apply for all SRF projects, including non-equivalency projects, and all WIFIA and Community Grant projects, because equivalency does not apply.)

- Q7.4: Do the BABA requirements apply to Drinking Water State Revolving Fund set-asides?

    - A7.4: Due to requirements related to the deposit of funds in the DWSRF program, almost all of the funds used to conduct set-aside activities are Federal dollars. Therefore, Federal cross-cutting requirements must be applied to all set-aside activities. However, in the case of most set-aside activities, the cross-cutting requirements will not be implicated because of the nature of the activities conducted under the set-asides. Because the BABA requirements only apply to infrastructure, and infrastructure typically is not an eligible set-aside expenditure (with one potential exception being loans for incentive-based source water protection

measures under the Local Assistance and Other State Programs Set-Aside), the BABA requirements will not apply to most set-aside activities.

- Q7.5: What if an SRF project is refinanced using Federal financial assistance on or after May 14, 2022?
    - A7.5: If an SRF project began construction, financed from another funding source, prior to May 14, 2022, but is refinanced through an assistance agreement executed on or after that date, BABA requirements will apply to all construction that occurs on or after May 14, 2022, through completion of construction, unless a waiver applies. There is no retroactive application of the BABA requirements where a refinancing occurs for an SRF project that has completed construction prior to May 14, 2022. (Note: If SRF funding is used for the refinancing, the AIS requirements may still apply depending on the timing of construction.)

- Q7.6: What are the roles and responsibilities for SRF programs for BABA implementation?
    - A7.6: Implementation of the BABA requirements for the State Revolving Fund programs will continue the roles and responsibilities from the successful AIS implementation process.

      As with AIS, it is both the assistance recipient's and the state's responsibility to ensure compliance with the BABA requirements. The state is the recipient of a federal capitalization grant and must comply with all grant conditions, including a condition requiring adherence to BABA requirements.

      Consequently, states are strongly advised to conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance. In EPA's experience, most states conduct periodic site visits and arrange timely meetings with funded projects. Observed best practices typically include a meeting early in the process (sometimes before bid and usually prior to commencing construction) and at least one project site visit during the construction process. Assistance recipients must maintain documentation of compliance with the BABA requirements, as explained in question 5.3. The documents must be kept by the assistance recipient and should be reviewed by the state during project reviews.

      The state's role in the waiver process is to review any waiver requests submitted to the state to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information. Question 4.1 explains the information needed by EPA to expediently review a waiver request.

      In order to implement the BABA requirements, EPA has developed an approach for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow states, on behalf of the assistance recipients, to apply for waivers of the BABA requirements directly to EPA Headquarters. Only waiver requests received and/or endorsed from states will be considered. Pursuant to BABA, EPA has the responsibility to make findings as to the issuance of waivers to the BABA requirements.

Step-by-step SRF Waiver Process

The waiver process begins with the assistance recipient. To fulfill the BABA requirements, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American-made iron and steel, manufactured goods, and construction materials. It is essential that the assistance recipient include the BABA terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 2 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three statutory conditions is demonstrated to EPA and approved.

To apply for a project-specific waiver, the assistance recipient should email the request in the form of a Word document (.doc) or editable PDF (.pdf) to the funding program. It is strongly recommended that each state identify a person or persons for BABA communications. The state designee(s) will review the application for the waiver and determine whether the necessary information has been included (Note: More information may be provided in the future regarding what information is required to be included in waiver requests). Once the waiver application is complete, the designee will forward the application to CWSRFWaiver@epa.gov or DWSRFWaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the BABA requirements and ensuring sufficient information was provided, EPA will publish the request on its website for 15 days and receive public comment. EPA will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the state designee whether a waiver request has been approved or not approved as soon as such a decision has been made. Granting such a waiver is a four-step process:

1. Research – After receiving an application for a waiver, EPA will perform market research to determine whether the iron, steel, manufactured goods, or construction materials are available domestically.

2. Posting – After research, if no domestic product has been identified, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: https://www.epa.gov/cwsrf/build-america-buy-america-baba-waivers-open-public-comment.

3. Evaluation – After receiving an application for waiver of the BABA requirements, EPA will determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program and post the signed waiver on the Agency's website. The assistance recipient should keep a copy of the signed waiver in its project files.

(Note: Additional steps may be required in the future regarding the waiver process depending on additional guidance from OMB)

APPENDIX 1

Example Build America, Buy America (BABA) Act Construction Contract Language

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

APPENDIX 2

Example Build America, Buy America (BABA) Act Assistance Agreement Language

ALL FEDERAL FINANCIAL INFRASTRUCTURE ASSISTANCE AGREEMENTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN AN ASSISTANCE AGREEMENT (E.G., SRF LOAN AGREEMENT). EPA MAKES NO CLAIMS REGARDING THE LEGAL SUFFICIENCY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

[1] From OMB Guidance M-22-11: To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the "Cognizant Agency for Made in America" and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

APPENDIX I

Example Build America, Buy America (BABA) Act Construction Contract Language

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the_____("Owner") and the _____(the "Funding Authority") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

APPENDIX 2

Example Build America, Buy America (BABA) Act Assistance Agreement Language

ALL FEDERAL FINANCIAL INFRASTRUCTURE ASSISTANCE AGREEMENTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN AN ASSISTANCE AGREEMENT (E.G., SRF LOAN AGREEMENT). EPA MAKES NO CLAIMS REGARDING THE LEGAL SUFFICIENCY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. I 17-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

[1]From OMB Guidance M-22- 11: To avoid a need for duplicative waiver requests from entities that receive funding for one infrastructure project through multiple Federal agencies, the Federal agency contributing the greatest amount of Federal funds for the project should be considered the "Cognizant Agency for Made in America" and should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

DEPARTMENT OF THE INTERIOR
Bureau of Reclamation
and
The U.S. Environmental Protection Agency

General Applicability Non-Availability Waiver
Build America, Buy America Product Waiver: AMI Water Meters

1. Summary

Agency: Department of the Interior (DOI/Department)'s Bureau of Reclamation (USBR) and the U.S. Environmental Protection Agency (EPA)

Final Waiver: The Department is joining the EPA to issue a partial general applicability/nonavailability waiver of the requirements of section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) for Advanced Metering Infrastructure (AMI) water meters used in infrastructure projects funded through USBR and the EPA, while requiring certain components of the water meters to be manufactured in the United States according to the phased implementation schedule below. This waiver is in effect for three (3) years from the date of approval. DOI and the EPA are implementing a phased approach during the waiver period, whereby, for two years from the date of approval, purchases of AMI meters and all components (the entire "manufactured product") are waived. Two (2) years from the date of approval, AMI meter housings shall be domestically manufactured or produced and excluded from the waiver scope; all other components continue to be waived through the end of the three-year period. This waiver only applies to products purchased after the effective date of this waiver and may not be used for products purchased after the expiration date of the waiver. At the conclusion of the full three-year waiver period, DOI and the EPA expect AMI water meters to be manufactured in the United States and their total cost of components to be greater than 55 percent domestically manufactured or produced.

Waiver type: Nonavailability of domestic products

Waiver level: General Applicability, Product level waiver

Waiver justification summary: There are no AMI water meters manufactured in the United States meeting BABA's 55 percent total cost of components domestic content requirement.

Length of the waiver: This waiver is in effect for three (3) years from the date of approval. DOI and the EPA are implementing a phased approach during the waiver period, whereby, for two years from the date of approval, purchases of AMI meters and all components (the entire "manufactured product") are waived. Two (2) years from the date of approval, AMI meter housings shall be domestically manufactured or produced components and will be excluded from the waiver scope. This waiver only applies to products purchased after the effective date of this waiver and may not be used for products purchased after the expiration date of the waiver.

Summary of items covered in the waiver:

- AMI water meters.

NAICS: 334514
PSC: 6632

2. Background

The Buy America Preference set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58), requires all iron, steel, manufactured products, and construction materials used for infrastructure projects under Federal financial assistance awards be produced in the United States.

Under section 70914(b), a Federal agency may waive the application of the Buy America Preference, in any case in which it finds that: applying the domestic content procurement preference would be inconsistent with the public interest; types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. All waivers must have a written explanation for the proposed determination; provide a period of not less than 15 calendar days for public comment on the waiver; and submit the waiver to the Office of Management and Budget Made in America Office for review to determine if the waiver is consistent with policy.

3. Description of Covered Items

Manufactured products: AMI water meters collect water usage information. When used as a fixed network across a community, AMI water meters automatically collect and store consumption data, aiding in water conservation and water use efficiency, improved water management, and energy savings. Information provided helps identify high water usage that could indicate leaks, providing time sensitive leak detection alerts. AMI water meter networks reduce water demand by enhancing conservation, reduce energy use/operating costs, and reduce carbon emissions using remote/automated meter reads.

AMI water meters are composed of meter housings, end points/transmitters, printed circuit boards, meter electronics, batteries, base stations, repeaters and associated equipment. Based on market research completed within the last two years, some manufacturers source the materials for the meter housings domestically. A few manufacturers indicated that their meter housings are 100 percent manufactured or produced within the United States. However, the industry universally sources the end points/transmitters, printed circuit boards, meter electronics, and batteries internationally. As these components are the most expensive parts of the water meter, the meter system as a whole does not meet BABA's 55 percent of total cost of components domestic content requirement.

Based on the market research described below, there are currently no AMI water meters manufactured domestically that meet BABA requirements.

4. Waiver Justification

Based on cumulative and collaborative market research efforts, DOI and the EPA are issuing a three-year waiver split into two phases. In the first phase, a waiver shall be provided for two years from the date of approval to cover AMI meters and all their components. Two (2) years

from the date of approval, AMI meter housings shall be a domestically manufactured or produced component, but other AMI water meter components will continue to be waived. At the conclusion of the three-year waiver period, DOI and the EPA anticipate that AMI water meters (i.e., bundled with their component parts) will be available as a manufactured product with 55 percent or more of the components domestically manufactured or produced.

This waiver's purpose is to incentivize production of BABA compliant AMI water meters. Based on stakeholder feedback, DOI and the EPA have identified that significant challenges prevent AMI water meters from being BABA compliant. However, with appropriate market signals, AMI water meters could be BABA compliant by the expiration of the waiver. DOI and the EPA are seeking this waiver specifically to send the appropriate market signals to the AMI water meter manufacturing community. DOI and the EPA's expectation is that AMI water meters be BABA compliant. This waiver identifies a realistic phased pathway for domestic manufacture of these products, first by targeting the domestic manufacture of meter housings, with the second phase for the remaining components of an AMI water meter that are not currently available to be manufactured or produced within the United States. As an incentive, while this waiver is active, manufacturers may still receive the benefit of Federal funding by providing products to be used under Federal awards, with the phased approach rewarding those manufacturers that take advantage of the waiver period to transition to domestic content.

Anticipated impact if no waiver were issued: DOI's USBR provides annual funding for the competitive Water and Energy Efficiency Grant (WEEG) program, which regularly funds AMI water meter projects. As no BABA compliant AMI water meter is available, there is no alternative but for these projects to be covered by a product or project waiver. In FY23 alone, USBR's WEEG program competitively selected water meter grants totaling $43 million Federal and $90 million non-Federal funding. This $134 million investment is expected to result in an annual water savings of over 20,000 acre-feet. Based on historical data, the EPA anticipates that at least 10 percent of all EPA funded water infrastructure projects will purchase and install AMI water meters. The majority of these will occur through the State Revolving Fund, the Water Infrastructure Finance and Innovation Act program, and other funding programs. As no BABA compliant AMI water meter is available, there is no alternative but for these projects to be covered by a product or project waiver.

In the absence of this waiver, DOI, the EPA, and the Federal grant-making community will miss an opportunity to clearly articulate expectations for creating a domestically manufactured or produced market to the AMI water meter manufacturing community. This could have the impact of slowing the long-term domestic sourcing transition, and curtailing Federal participation in AMI water meter projects, which would weaken support for communities throughout the West that are struggling to conserve their declining water supply.

Market Research to Justify Product Non-Availability Waiver: From 2022 through 2024, DOI, the EPA, and grant recipients conducted market research to assess the availability of domestically manufactured AMI water meters. As a result of this cumulative market research, there is no known manufacturer of AMI water meters, that meet BABA's domestic production requirements.

All manufacturers responsive to market research inquiries stated that they are in the process of evaluating the idea of moving manufacturing to the U.S., but have no immediate plans or timeframes identified. As there are upwards of fifty (50) components to an AMI water meter system, evaluating the domestic sourcing of the manufactured product as a whole through the component cost break down is a significant effort. Should key high-cost components of an AMI water meter be manufactured within the U.S. in the future, this could lead to a domestically produced manufactured product meeting the 55 percent BABA requirement.

DOI and the EPA considered whether an AMI water meter waiver could target certain components, such as the internal electronics and end points, rather than the AMI water meter as a whole. Transmitters, printed circuit boards, meter electronics, batteries, and end points used within AMI water meters were identified as the components most difficult to source domestically. Market research feedback has indicated that one component of the AMI meter -- the meter housings -- are manufactured domestically by several manufacturers. However, BABA-compliant water meter housings are not available immediately in sufficient quantities to meet demand, nor are they universally compatible. This waiver, through the phased approach, reflects market research and public comments confirming that water meter housing components can be manufactured domestically within two years. DOI and the EPA also considered whether this waiver could be targeted to AMI water meters below a size threshold but found no evidence to support targeting specific size thresholds.

To gain additional industry feedback on materials used in water infrastructure products, such as AMI water meters, the EPA published a Request for Information (RFI) *Request for Information Regarding Products and Categories of Products Used in Water Infrastructure Programs* in the Federal Register on November 20, 2023, which closed on December 20, 2023, EPA-HQ-OW-2023-0396-0001). The RFI requested feedback detailing domestic materials sourcing, market readiness, other product supply considerations, and whether water infrastructure products are manufactured in the U.S. The EPA and DOI examined the 12 comments that provided feedback on the domestic availability of water meters.

In general, commentors to the RFI noted that manufacturers need time to assess, design, develop, and test new lines of domestically produced products consistent with BABA requirements. Component changes on manufactured goods require re-evaluation periods to reduce major issues in manufacturing. This includes establishing new domestic production facilities, new BABA compliant lines of domestic products, and staffing for the new facilities. Commenters also reported significant concerns with stocking burdens, customer communication issues, and production capacity issues. Commenters noted that there are significant issues related to the domestic sourcing of electronics. Commenters note that there is no support to offset the foreign procurement of the electronics. One commentor shared that they were unlikely to meet the BABA domestic component sourcing requirements within five years, as the effort requires a significant time and funding investment.

Given that it is not possible for all future funded AMI water meter projects to source the meter housings from the few domestic sources, (for the above described compatibility and market lead times concerns), DOI and the EPA are issuing a time-limited three-year phased waiver, in which all components of the water meter product are waived in phase one. This initial, two-year phase

of the waiver covers all components of the AMI smart meter to provide an opportunity for manufacturers to assess the sourcing of their meter housings and transition to a domestic supply for that component. The second phase of this waiver, which begins two (2) years from the date of approval, extends waiver coverage to components of the AMI water meter except the meter housing, for the third of three years, whereby AMI water meter housings will be required to be domestically manufactured at that time.

DOI and the EPA consider this waiver to provide a significant market signal and time for manufacturers to analyze current issues and develop strategies to create domestically manufactured or produced products that are consistent with BABA requirements. This will also give time to assess, design, develop, and test new lines of the domestic products. Responses to the EPA's RFI were generally consistent with the feedback DOI had previously received.

DOI and the EPA consider this waiver's incentive-based approach to be appropriate and fair for both manufacturers that have manufactured or produced some of their AMI water meter components domestically and those that have not prioritized a domestic supply of components prior to the enactment of the Infrastructure Investment and Jobs Act, sometimes referred to the Bipartisan Infrastructure Law. Manufacturers not sourcing their components domestically will have sufficient and reasonable time to reassess, plan, and implement changes. Manufacturers currently sourcing some of their products domestically will have sufficient and reasonable time to source the high-cost components of AMI water meters domestically. While the industry as a whole manages this transition, DOI and the EPA may continue to fund projects to conserve and efficiently use water resources through the use of AMI water meters. An analysis will be required immediately prior to the conclusion of the waiver period to identify how the AMI water meter industry has shifted in response to changing market conditions.

Expectation for the agency, award recipients, and industry at the conclusion of the waiver:
DOI and the EPA expect to continue to engage in conversations with grant recipients and other Federal agencies to encourage the AMI water meter manufacturing industry to meet the 55 percent of total cost domestic content requirement for BABA compliance.

DOI and the EPA will review this waiver annually to assess whether it remains necessary. DOI and the EPA may, based on the results of that review, terminate, or narrow the scope or duration of this waiver, or take such other action deemed as appropriate.

5. Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB Memorandum M–24-02, Federal agencies are expected to assess "whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products" as appropriate before granting a public interest waiver. DOI and the EPA's analysis has concluded that this assessment is not applicable to this waiver as this waiver is not based on the cost of foreign-sourced products.

6. Summary of Public Comments

The waiver received sixteen (16) public comments over the thirty (30) day publication period from August 30, 2024 through September 28, 2024. Five (5) municipal water authorities, four (4) manufacturing entities, three (3) state revolving fund programs, two (2) water infrastructure associations, one (1) national manufacturing association, and one (1) consulting engineer submitted comments. None of the comments opposed the waiver, in general. Most comments included detailed information for consideration, all of which were substantive. While commenters expressed support for the waiver generally, many raised concerns with aspects of the waiver including the phasing and overall duration, component specificity, nomenclature, and scope.

Many commenters requested the waiver duration be extended beyond the three years proposed, noting that additional time appears necessary to scale up and build production for the potential demand cited in the proposal. DOI and the EPA considered the comments regarding waiver duration and determined that the points raised did not warrant extension beyond the proposed three-year duration. Market research for this waiver identified several domestic manufacturing entities that have made recent investments in domestic manufacturing, and comments to the waiver confirm that increasing domestic supply will be available nearing the end of the waiver period. Extension of the waiver beyond three years may disincentivize potential investment and expansion of the developing domestic sources. Before the conclusion of the waiver, DOI and the EPA will re-evaluate the conditions of supply chains for water meters. Should domestic availability continue to be a concern and the identified domestic manufacturing base is unable to ramp up production to meet expected demand, the expiring waiver will be re-considered.

Comments also asked for clarification on the timing of the waiver phases, noting that the language in the proposal caused some confusion about the sequence of the phases whereby some commenters interpreted the total waiver time period as five years, which was not the intent of the proposal. This final waiver includes adjusted language to clarify the phases of the waiver, as follows: The first phase, which is two (2) years in duration, covers AMI meters and all their components. Two (2) years from the date of approval, AMI meter housings shall be a domestically manufactured or produced component, but all other components continue to be waived for the final year of the waiver. The total duration of the waiver is three (3) years.

Several comments expressed concerns with terminology used in the waiver, including references to water meter "bodies" and "resins," in addition to requesting clarification regarding the components of a water meter manufactured product. The consensus of comments recommended changing "bodies" to "housings" to clarify and avoid confusion, a change which is reflected in the final waiver. Additionally, comments recommended striking "resins" from inclusion in the components list describing typical water meter products, noting that the resins are typically input materials that are used to produce components (such as meter housings), and therefore are not directly incorporated into the final manufactured product. The term "resins" has been removed from the final waiver. The final waiver does not, however, include any other changes in reference to the components of a water meter product. DOI and the EPA examined the comments and while the consensus of comments requests delineation of all known, specific components of a water meter product, or to refer to the products as "systems," the final waiver is unchanged from the proposal in this aspect. Several comments noted that the technologies can differ

significantly across brands and models, and that products are evolving rapidly. In order to avoid confusion and mischaracterization of product types, the final waiver retains the example list of water meter product components (such as meter housings, end points/transmitters, printed circuit boards, meter electronics, batteries, base stations, repeaters, and associated equipment), noting that components can differ depending on the water meter system in use or the needs of specific projects. DOI and the EPA view this list of components as a reasonable instructive example of what comprises a water meter manufactured product.

The waiver requested comments regarding the substitutability and compatibility of meter housings and meters from different manufacturers. Six (6) commenters responded that AMI water meters from different manufacturers are not compatible without loss of "AMI" features. One (1) commenter shared that intermingling components would likely void product warranties. DOI and EPA, therefore, consider it important to provide sufficient time and appropriate phasing of this waiver to encourage a market-wide domestic sourcing transition.

The waiver requested comments regarding a potential domestic assembly requirement, to which two (2) commenters responded substantively. One (1) commenter requested expanding the timeframe of the waiver significantly in order to include a domestic assembly requirement after four (4) years. Another commenter responded noting that they could presently domestically assemble a portion of the projected national supply for AMI water meters and could expand that domestic assembly capability to a larger portion (though far less than half of the total) of the demand with further investment, but the timing for the expansion was not provided. While DOI and the EPA appreciate the manufacturing entities' encouraging efforts toward domestic assembly, and strongly recommend recipients to utilize domestically assembled water meters when available, comments did not indicate market readiness for domestic assembly across the industry. The comments did not address or remove concerns that including a domestic assembly requirement within the three-year waiver period would alleviate existing supply chain issues. In light of many comments received emphasizing compatibility issues for municipal projects, the evidence for domestic assembly sourcing to supply the wide range and full projected needs of recipient projects does not warrant inclusion of an assembly requirement during the waiver period.

The waiver applies coverage at the point of purchase. Several comments requested that the final waiver include a change or further clarification to the applicability point for the acquisition of water meters. DOI and the EPA consider the purchase date stipulation to be a clear signal point of waiver applicability for manufacturers and a workable definition for recipients and oversight authorities. Other commenter suggested reference points could create confusion between manufacturers and recipients, ultimately undermining the waiver intent and potentially inviting noncompliance through misapplication of the waiver. The EPA has demonstrated success from past national waivers with the use of purchase date as the waiver applicability point, providing clarity for manufacturers, financial assistance recipients (including sub-recipients), and compliance oversight authorities.

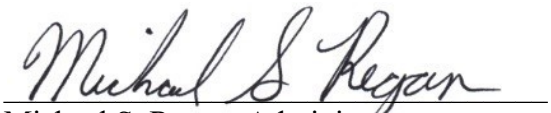
Several comments requested expansion of the waiver to include other types of flow meters beyond AMI water meters. DOI and the EPA are not expanding the waiver to include additional meter types at this time. Although the comments shared supply chain concerns for additional

meter types, the information available does not provide sufficient detail to support expansion of the waiver. DOI and the EPA will continue to evaluate supply chains for these products and may examine future waiver actions based on additional market research or project-specific waiver requests.

Multiple commenters requested the waiver apply to projects with AMI water meter projects already underway, noting that supply chain issues identified in the waiver apply to current activity equally as to future purchases. DOI and the EPA acknowledge that active water meter projects that have already received federal financial assistance for AMI smart water meters are not within the scope of this waiver, noting that extension of this waiver for these situations would "retroactively" apply the waiver, a policy prohibited through M-24-02. If a project has concerns or uncertainty about the status of their project relative to this waiver, DOI and the EPA recommend that projects contact the appropriate funding authority to discuss the specifics of ongoing projects.

For more information on the Buy America Preference, please reference www.doi.gov/grants/buyamerica or MadeinAmerica.gov and www.epa.gov/cwsrf/build-america-buy-america-baba.

The EPA hereby issues this general applicability/nonavailability waiver of the requirements of section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58) for AMI water meters used in infrastructure projects.



Michael S. Regan, Administrator
U.S. Environmental Protection Agency

AUGUSTA - RICHMOND COUNTY
REQUISITION

CHECK ALL THAT APPLY:

FUND# _____

DATE: 10/9/2025

Department: Utilities

GL#: 516043410 - 5421110

JL#: 82500010 - 5421110

BID ITEM # 25-174

☑ WATER ☐ SEWER ☐ BOTH

☐ ENGINEERING ☐ CONSTRUCTION ☐ PROFESSIONAL SERVICES

☐ COMMISSION APPROVAL Date _____

☐ ADMINISTRATIVE APPROVAL Date _____

☐ CHANGE ORDER Date _____

		VENDOR:	BADGER METER		VENDOR#216			
		ADDRESS:						
		PHONE #:						
		QUOTED BY:						
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	UTILITIES METER			0.00		0.00		0.00
2.	CONTRACTS			0.00		0.00		0.00
3.				0.00		0.00		0.00
4.	CATEGORY 1			0.00		0.00		0.00
5.	5/8 X 3/4 TO 2 INCH PD			0.00		0.00		0.00
6.	METERS & REGISTERS	1	30,971.82	30,971.82		0.00		0.00
7.				0.00		0.00		0.00
8.	CATEGORY 4			0.00		0.00		0.00
9.	3-INCH ALUMINUM			0.00		0.00		0.00
10.	FIRE HYDRANT METERS	1	1,236.21	1,236.21		0.00		0.00
11.				0.00		0.00		0.00
12.				0.00		0.00		0.00
13.				0.00		0.00		0.00
14.				0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			32,208.03		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

AUD Water Meters, year 1.

REQUESTED BY: AUD-METERING

APPROVED BY: Steve Lee

Directors Signature: _____

Rev. 5/2/2013

AUGUSTA - RICHMOND COUNTY
REQUISITION

CHECK ALL THAT APPLY:

FUND#

DATE: 10/9/2025

Department: Utilities

GL#: 516043410 - 5421110

JL#: 82500010 - 5421110

BID ITEM # 25-174

☑ WATER ☐ SEWER ☐ BOTH

☐ ENGINEERING ☐ CONSTRUCTION ☐ PROFESSIONAL SERVICES

☐ COMMISSION APPROVAL Date ____

☐ ADMINISTRATIVE APPROVAL Date ____

☐ CHANGE ORDER Date ____

VENDOR:	DELTA MUNICIPAL SUPPLY		VENDOR#6952					
ADDRESS:								
PHONE #:								
QUOTED BY:								

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	UTILITIES METER			0.00		0.00		0.00
2.	CONTRACTS			0.00		0.00		0.00
3.				0.00		0.00		0.00
4.	CATEGORY 2			0.00		0.00		0.00
5.	5/8 X 3/4 TO 12 INCH			0.00		0.00		0.00
6.	SOLID STATE METERS			0.00		0.00		0.00
7.	TYPE 1 SOLID STATE			0.00		0.00		0.00
8.	METERS	1	519,094.30	519,094.30		0.00		0.00
9.				0.00		0.00		0.00
10.	CATEGORY 3	1	0.00	0.00		0.00		0.00
11.				0.00		0.00		0.00
12.	CATEGORY 5	1	11,829.77	11,829.77		0.00		0.00
13.	5/8 X 3/4 TO 1.5 INCH			0.00		0.00		0.00
14.	REMOTE SHUT OFF METER			0.00		0.00		0.00
	SHIPPING CHARGES			0.00		0.00		0.00
	TOTAL			530,924.07		0.00		0.00

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

For the purchase of water meters from Delta for Augusta Utilities. This is for year 1 of a 5 year contract. Category 3 has 0 purchases in year 1, but will have purchases in years 2 through 5.

REQUESTED BY: AUD-METERING

APPROVED BY: Steven Lewis

Directors Signature: JWByrne

Rev. 5/2/2013

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, June 18, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 817 4077 3121; Passcode: 25174** furnishing:

RFP Item #25-174 Water Meters for Augusta, GA – Utilities Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, June 2, 2025 @ 2:00 p.m. via ZOOM – Meeting ID: 838 3358 4915; Passcode: 25174. Optional site visit, Tuesday, June 3, 2025. Please contact Dean Meyer at (706) 312-4139 in advance for site visit.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, June 4, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

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

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

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

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, June 18, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 817 4077 3121; Passcode: 25174** furnishing:

RFP Item #25-174 Water Meters for Augusta, GA – Utilities Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	May 8, 15, 22, 29, 2025
Metro Courier	May 8, 2025

Revised:10/02/24

Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901

Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle	May 8, 15, 22, 29, 2025
Metro Courier	May 8, 2025

Revised:10/02/24

Augusta GEORGIA

RFP Opening: RFP Item #25-174 Water Meters for Augusta, GA-Augusta Utilities Department
RFP Date: Wednesday, June 18, 2025 @ 11:00 a.m. via ZOOM

Total Number Specifications Mailed Out: 15
Total Number Specifications Download (Demandstar): 15
Total Electronic Notifications (Demandstar): 260
Georgia Procurement Registry: 704
Pre-Proposal Conference Attendees: 14
Total Packages submitted: 5
Total Non-Compliant: 0

VENDORS	Attachment "B"	Addendum 1	E-Verify #	SAVE Form	Original	7 Copies	Fee Proposal
Badger Meter, Inc. 4545 W Brown Deer Rd Milwaukee, WI 53223	YES	YES	142953	YES	YES	YES	YES
Itron, Inc. 2111 N Molter Road Liberty Lake, WA 99019	YES	YES	2360972	YES	YES	YES	YES
Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	YES	YES	107726	YES	YES	YES	YES
Ferguson Enterprises, LLC dba Ferguson Waterworks 4188 Belair Frontage Rd Augusta, GA 30909	YES	YES	1205487	YES	YES	YES	YES
Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014	YES	YES	189824	YES	YES	YES	YES

Augusta GEORGIA

Category 1 Meters - RFP Item #25-174 Water Meters
for Augusta, Georgia - Utilities Department
RFP Due: Wednesday, June 18, 2025 @ 11:00 a.m.
Evaluation Date: Friday, July 18, 2025 @ 9:00 a.m. via ZOOM

Vendors			Badger Meter, Inc. 4545 W Brown Deer Rd Milwaukee, WI 53223	Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014	Badger Meter, Inc. 4545 W Brown Deer Rd Milwaukee, WI 53223	Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**					
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**			**Weighted Scores**	**Weighted Scores**	**Weighted Scores**
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	4.0	4.0	4.0	80.0	80.0	80.0
3. Organization & Approach	(0-5)	15	5.0	5.0	4.0	75.0	75.0	60.0
4. Scope of Services (30 points) - Scope of Services •Complete proposal per category as appropriate •Proposed meters meet all stated requirements •Commitment to length of project •Ability to meet desired cost structure •Ability to provide AUD's desired meter type(s)	(0-5)	25	5.0	4.0	2.0	125.0	100.0	50.0
5. Financial Stability	(0-5)	5	5.0	4.0	5.0	25.0	20.0	25.0
6. Schedule of Work	(0-5)	5	5.0	5.0	2.0	25.0	25.0	10.0
7. References	(0-5)	5	4.0	5.0	4.0	20.0	25.0	20.0
Total Phase 1 (Maxium Points 30 - Total Maxium Weighted Score 375)			28.0	27.0	21.0	350.0	325.0	245.0
Phase 2 (Option - Numbers 8-9 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10				0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10	5.0			50.0	0.0	0.0
Second	5	6			5.0	0.0	0.0	30.0
Third	5	4		5.0		0.0	20.0	0.0
Fourth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	50.0	20.0	30.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for								
Total Cumulative Score (Maximum point is 500)			33.0	32.0	26.0	400.0	345.0	275.0

Evaluator: Cumulative **Date:** 7/18/25

Procurement DepartmentRepresentative: Nancy Williams
Procurement Department Completion Date: 7/18/25

Augusta GEORGIA

Category 2 Meters - RFP Item #25-174 Water Meters
for Augusta, Georgia - Utilities Department
RFP Due: Wednesday, June 18, 2025 @ 11:00 a.m.
Evaluation Date: Friday, July 18, 2025 @ 9:00 a.m. via ZOOM

Vendors			Badger Meter, Inc. 4545 W Brown Deer Rd Milwaukee, WI 53223	Itron, Inc. 2111 N Molter Road Liberty Lake, WA 99019	Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Ferguson Enterprises, LLC dba Ferguson Waterworks 4188 Belair Frontage Rd Augusta, GA 30909	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014	Badger Meter, Inc. 4545 W Brown Deer Rd Milwaukee, WI 53223	Itron, Inc. 2111 N Molter Road Liberty Lake, WA 99019	Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Ferguson Enterprises, LLC dba Ferguson Waterworks 4188 Belair Frontage Rd Augusta, GA 30909	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**									
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**					**Weighted Scores**	**Weighted Scores**	**Weighted Scores**	**Weighted Scores**	**Weighted Scores**
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	4.0	4.0	5.0	5.0	3.0	80.0	80.0	100.0	100.0	60.0
3. Organization & Approach	(0-5)	15	4.0	5.0	5.0	4.0	4.0	60.0	75.0	75.0	60.0	60.0
4. Scope of Services (30 points) - Scope of Services •Complete proposal per category as appropriate •Proposed meters meet all stated requirements •Commitment to length of project •Ability to meet desired cost structure •Ability to provide AUD's desired meter type(s)	(0-5)	25	4.0	3.0	5.0	5.0	4.0	100.0	75.0	125.0	125.0	100.0
5. Financial Stability	(0-5)	5	5.0	4.0	4.0	5.0	5.0	25.0	20.0	20.0	25.0	25.0
6. Schedule of Work	(0-5)	5	3.0	5.0	4.0	4.0	2.0	15.0	25.0	20.0	20.0	10.0
7. References	(0-5)	5	5.0	4.0	5.0	4.0	4.0	25.0	20.0	25.0	20.0	20.0
Total Phase 1 (Maxium Points 30 - Total Maxium Weighted Score 375)			25.0	25.0	28.0	27.0	22.0	305.0	295.0	365.0	350.0	275.0
Phase 2 (Option - Numbers 8-9 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)												
8. Presentation by Team	(0-5)	10						0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5						0.0	0.0	0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)								**Cost/Fee Proposal Consideration**				
Lowest Fees	5	10		5.0				0.0	50.0	0.0	0.0	0.0
Second	5	6			5.0			0.0	0.0	30.0	0.0	0.0
Third	5	4					5.0	0.0	0.0	0.0	0.0	20.0
Forth	5	2	5.0					10.0	0.0	0.0	0.0	0.0
Fifth	5	1				5.0		0.0	0.0	0.0	5.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	5.0	5.0	10.0	50.0	30.0	5.0	20.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for												
Total Cumulative Score (Maximum point is 500)			30.0	30.0	33.0	32.0	27.0	315.0	345.0	395.0	355.0	295.0

Evaluator: Cumulative **Date:** 7/18/25

Procurement DepartmentRepresentative: Nancy Williams

Procurement Department Completion Date: 7/18/25

Augusta GEORGIA

Category 3 Meters - RFP Item #25-174 Water Meters
for Augusta, Georgia - Utilities Department
RFP Due: Wednesday, June 18, 2025 @ 11:00 a.m.
Evaluation Date: Friday, July 18, 2025 @ 9:00 a.m. via ZOOM

Vendors			Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Ferguson Enterprises, LLC dba Ferguson Waterworks 4188 Belair Frontage Rd Augusta, GA 30909	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014	Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Ferguson Enterprises, LLC dba Ferguson Waterworks 4188 Belair Frontage Rd Augusta, GA 30909	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014
Phase 1								
Evaluation Criteria	**Ranking**	**Points**				**Weighted Scores**	**Weighted Scores**	**Weighted Scores**
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	5.0	5.0	3.0	100.0	100.0	60.0
3. Organization & Approach	(0-5)	15	5.0	4.0	4.0	75.0	60.0	60.0
4. Scope of Services (30 points) - Scope of Services •Complete proposal per category as appropriate •Proposed meters meet all stated requirements •Commitment to length of project •Ability to meet desired cost structure •Ability to provide AUD's desired meter type(s)	(0-5)	25	5.0	5.0	4.0	125.0	125.0	100.0
5. Financial Stability	(0-5)	5	4.0	5.0	5.0	20.0	25.0	25.0
6. Schedule of Work	(0-5)	5	4.0	4.0	2.0	20.0	20.0	10.0
7. References	(0-5)	5	5.0	4.0	4.0	25.0	20.0	20.0
Total Phase 1 (Maxium Points 30 - Total Maxium Weighted Score 375)			28.0	27.0	22.0	365.0	350.0	275.0
Phase 2 (Option - Numbers 8-9 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10				0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)								
Lowest Fees	5	10	5.0			50.0	0.0	0.0
Second	5	6			5.0	0.0	0.0	30.0
Third	5	4		5.0		0.0	20.0	0.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	50.0	20.0	30.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any								
Total Cumulative Score (Maximum point is 500)			33.0	32.0	27.0	415.0	370.0	305.0

Evaluator: Cumulative **Date:** 7/18/25

Procurement DepartmentRepresentative: Nancy Williams

Procurement Department Completion Date: 7/18/25

Augusta GEORGIA

Category 4 Meters - RFP Item #25-174 Water Meters
for Augusta, Georgia - Utilities Department
RFP Due: Wednesday, June 18, 2025 @ 11:00 a.m.
Evaluation Date: Friday, July 18, 2025 @ 9:00 a.m. via ZOOM

Vendors			Badger Meter, Inc. 4545 W Brown Deer Rd Milwaukee, WI 53223	Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014	Badger Meter, Inc. 4545 W Brown Deer Rd Milwaukee, WI 53223	Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517	Consolidated Pipe & Supply Company 10887 Old Atlanta Hwy Covington, GA 30014
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and 5)**					
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**			**Weighted Scores**	**Weighted Scores**	**Weighted Scores**
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	5.0	4.0	5.0	100.0	80.0	100.0
3. Organization & Approach	(0-5)	15	5.0	4.5	5.0	75.0	67.5	75.0
4. Scope of Services (30 points) - Scope of Services •Complete proposal per category as appropriate •Proposed meters meet all stated requirements •Commitment to length of project •Ability to meet desired cost structure •Ability to provide AUD's desired meter type(s)	(0-5)	25	5.0	3.0	5.0	125.0	75.0	125.0
5. Financial Stability	(0-5)	5	5.0	4.0	5.0	25.0	20.0	25.0
6. Schedule of Work	(0-5)	5	5.0	5.0	5.0	25.0	25.0	25.0
7. References	(0-5)	5	5.0	5.0	5.0	25.0	25.0	25.0
Total Phase 1 (Maxium Points 30 - Total Maxium Weighted Score 375)			30.0	25.5	30.0	375.0	292.5	375.0
Phase 2 (Option - Numbers 8-9 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)								
8. Presentation by Team	(0-5)	10				0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5				0.0	0.0	0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration		
Lowest Fees	5	10			5.0	0.0	0.0	50.0
Second	5	6	5.0			30.0	0.0	0.0
Third	5	4		5.0		0.0	20.0	0.0
Forth	5	2				0.0	0.0	0.0
Fifth	5	1				0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0	5.0	5.0	30.0	20.0	50.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for								
Total Cumulative Score (Maximum point is 500)			35.0	30.5	35.0	405.0	312.5	425.0

Evaluator: Cumulative **Date: 7/18/25**

Procurement DepartmentRepresentative: Nancy Williams
Procurement Department Completion Date: 7/18/25

Augusta GEORGIA

Category 5 Meters - RFP Item #25-174 Water Meters
for Augusta, Georgia - Utilities Department
RFP Due: Wednesday, June 18, 2025 @ 11:00 a.m.
Evaluation Date: Friday, July 18, 2025 @ 9:00 a.m. via ZOOM

Vendors			Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517		Delta Municipal Supply Company 408 Jesse Cronic Rd. Brasleton, GA 30517
Phase 1					**Weighted Scores**
Evaluation Criteria	**Ranking**	**Points**			
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS		PASS
2. Qualifications & Experience	(0-5)	20	5.0		100.0
3. Organization & Approach	(0-5)	15	5.0		75.0
4. Scope of Services (30 points) - Scope of Services •Complete proposal per category as appropriate •Proposed meters meet all stated requirements •Commitment to length of project •Ability to meet desired cost structure •Ability to provide AUD's desired meter type(s)	(0-5)	25	4.0		100.0
5. Financial Stability	(0-5)	5	4.0		20.0
6. Schedule of Work	(0-5)	5	4.0		20.0
7. References	(0-5)	5	5.0		25.0
Total Phase 1 (Maxium Points 30 - Total Maxium Weighted Score 375)			27.0		340.0
Phase 2 (Option - Numbers 8-9 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)					
8. Presentation by Team	(0-5)	10			0.0
9. Q&A Response to Panel Questions	(0-5)	5			0.0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)					
Lowest Fees	5	10	5.0		50.0
Second	5	6			0.0
Third	5	4			0.0
Forth	5	2			0.0
Fifth	5	1			0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5.0		50.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any					
Total Cumulative Score (Maximum point is 500)			32.0		390.0

Evaluator: Cumulative **Date:** 7/18/25

Procurement DepartmentRepresentative: Nancy Williams
Procurement Department Completion Date: 7/18/25

Category 1				
Proposer	Total Meter Cost	Total Additional Cost	Year 4 Increase	Year 5 Increase
Badger	$484,952.38	$0.00	3.50%	3.50%
Delta	$580,376.96	$0.00	5.00%	2.50%
Consolidated	$560,810.10	$0.00	4.00%	4.00%

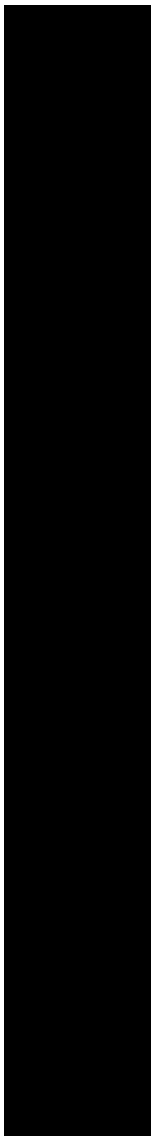
Category 2				
Proposer	Total Meter Cost	Total Additional Cost	Year 4 Increase	Year 5 Increase
Badger	$13,223,506.65	$0.00	3.50%	3.50%
Itron	$10,310,758.49	$0.00	5.00%	5.00%
Delta	$12,831,743.51	$0.00	5.00%	2.50%
Ferguson	$14,640,174.95	$250.00	8.70%	3.00%
Consolidated	$13,107,541.56	$0.00	4.00%	4.00%

Category 3				
Proposer	Total Meter Cost	Total Additional Cost	Year 4 Increase	Year 5 Increase
Delta	$1,533,247.29	$0.00	5.00%	2.50%
Ferguson	$2,401,348.78	$250.00	8.70%	3.00%
Consolidated	$1,872,952.00	$0.00	4.00%	4.00%

Category 4				
Proposer	Total Meter Cost	Total Additional Cost	Year 4 Increase	Year 5 Increase
Badger	$19,112.61	$0.00	3.50%	3.50%
Delta	$23,128.80	$0.00	5.00%	2.50%
Consolidated	$15,317.09	$0.00	4.00%	4.00%

Category 5				
Proposer	Total Meter Cost	Total Additional Cost	Year 4 Increase	Year 5 Increase
Delta	$250,776.82	$0.00	5.00%	2.50%

Total Overall Cost For Winning Proposals: $15,116,037.09



MEMO

Utilities Department

Wes Byne, P.E.
Director

Steve Little, CPA
Assistant Director

DATE: **July 18, 2025**

TO: **Darrell White, Interim Director, Procurement Department**

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

FROM: **Dean Meyer**

SUBJECT: **RFP #25-174 Water Meters Director's Approval Memorandum**

I concur with the evaluation committee's evaluation decision and recommendations for the following as the most qualified proposal to successfully fulfill the requirements of RFP 25-174 Water Meters based on the attached evaluation scoring sheet and support the decision to move forward with contract negotiations with the same:

Category 1: Badger Meter, Inc.
Category 2: Delta Municipal Supply Company
Category 3: Delta Municipal Supply Company
Category 4: Consolidated Pipe & Supply Company
Category 5: Delta Municipal Supply Company

Each proposer has successfully demonstrated their understanding of the requirements set forth by AUD for the appropriate category with this project, and indicated their ability to complete the project to AUD's satisfaction.

AUD will submit a Muni-Agenda item after a contract has been agreed upon with each proposer for the appropriate category and Procurement's confirmation of receipt of the required documents for Commission approval of RFP 25-174 Water Meters for the Utilities Department.

cc: Steve Little, CPA
Nancy Williams

Utilities Department
Wes Byne, P.E.
Director

MEMO

DATE: **September 17th, 2025**

FROM: **Wes Byne, PE, Utilities Director**

TO: **Andy Penick, Procurement Director**

SUBJECT: **RFP 25-174 Category 4 Vendor Decision**

Mr. Penick,

AUD wishes to proceed with notifying Consolidated Pipe and Supply Company, Inc., hereafter Consolidated, that we have decided to move forward with awarding Category 4 of RFP 25-174, Water Meters, to another vendor. This decision is based on the lack of responsiveness from the vendor in the time since the initial decision to enter negotiations with them was made, as detailed below:

- AUD and Procurement met with Consolidated on August 13th to notify them they were selected for Category 4 of the RFP. On this same date they were provided a list of questions to answer, and were requested to provide a sample contract for review by AUD's attorney in preparation to submit an agenda item for Commission approval. They were directed to respond by August 19th.
- On August 21st at 9:47 AM the procurement department emailed Consolidated to inform them we had not received a response to the questions or a sample contract. They were directed to respond by 2:00 PM on August 22nd.
- On September 4th at 3:45 PM the procurement department emailed Consolidated to inform them that we had still not received a response, and that per an earlier phone call they were directed to provide a response by the end of day on September 10th.
- On September 16th the procurement department again contacted Consolidated by phone to inform them we had still not received a response.
- Finally, at 4:15 PM on September 16th, Consolidated provided an incomplete response to the questions and a sample contract. In their response they did not respond appropriately to the question of a parts discount that was also clearly required in the initial RFP response.

For these reasons, AUD does not have faith that a long-term partnership with Consolidated for our Advanced Metering Project is not in the best interests of the City of Augusta or Augusta Utilities, as we have no way of knowing if these lengthy communication problems will persist and negatively impact the

Utilities Department
Wes Byne, P.E.
Director

MEMO

overall project. Because of this, AUD wishes to move forward with awarding Category to the next most qualified vendor as identified during the evaluation of RFP 25-174.

Thank you for your continued assistance with our procurement efforts.

Frank W Byne

Wes Byne, PE
Director

Augusta Utilities
452 Walker Street, Suite 200 - Augusta, GA 30901
(706) 312-4154 – Fax (706) 312-4123
www.augustaga.gov/2771

Procurement Department

Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director

October 1, 2025

Mailed & Emailed (robert.witcher@cpspipe.com / scott,mccrary@cpspipe.com)

Mr. Robert Witcher
Mr. Scott McCrary
Consolidated Pipe and Supply Company
10887 Old Atlanta Hwy.
Covington, GA 30014

Re: RFP #25-174 Water Meters
For Augusta, GA – Utilities Department

Dear Mr. Witcher and Mr. McCrary,

Thank you for your response to RFP 25-174. On August 14, 2025, Augusta provided a request to enter into contract negotiations with your company in reference to Category 4 of RFP 25-174. Please be advised that Augusta has requested to cease negotiations with your company due to the delayed response from your company. The request to cease negotiations is based on the lack of responsiveness from your company since the initial decision to enter into negotiations was made as detailed below:

- AUD and Procurement met with your company on August 13th to notify them they were selected for Category 4 of the RFP. On this same date your company was provided a list of questions to answer and were requested to provide a sample contract for review by AUD's attorney in preparation to submit an agenda item for Commission approval. Your company was directed to respond by August 19th.
- On August 21st at 9:47 a.m. the Procurement Department emailed your company to inform you that we had not received a response to the questions or a sample contract. You were directed to respond by 2:00 p.m. on August 22nd.
- On September 4th at 3:45 p.m. the Procurement Department emailed your company to inform them that we had still not received a response, and that per an earlier phone call they were directed to provide a response by the end of day on September 10th.
- On September 16th the procurement department again contacted your company by phone to inform them we had still not received a response.
- On September 16th at 4:15 p.m., your company provided an incomplete response to the questions and a sample contract. In their response they did not respond appropriately to the question of a parts discount that was also clearly required in the initial RFP response.

For these reasons, Augusta has determined that a long-term partnership with your company for our Advanced Metering Project is not in the best interests of Augusta. The user department, Augusta Utilities Department, has requested to move forward with awarding Category 4 of RFP 25-174, Water Meters, to the next most responsive vendor.

Proposers may address all correspondence and questions regarding this notice via email to Andy Penick, Procurement Director, at bidandcontract@augustaga.gov, or by mail to the address below.

Andy Penick
Augusta Procurement Department
605 Telfair Steet, Suite 605
Augusta, GA 30901

Thank you for your interest in partnering with Augusta, GA.

Andy Penick
Procurement Director
Augusta, GA

Delta Municipal Supply
408 Jesse Cronic Road
Braselton GA, 30517

Consolidated Pipe & Supply
3400 Novis Pointe NW
Acworth, GA 30101

Itron
2111 N Molter Road
Liberty Lake, WA 99019

Badger
4545 W Brown Deer Rd
Milwaukee, WI 53223

Kamstrup
2855 Forsyth Commerce Way, Bldg 200
Cumming, GA 30040

Avanti Company
22 S Lake Ave
Avon Park, FL 33825

Core & Main
3620 Milledgeville Rd.
Augusta, GA 30909

Mueller Systems
10210 Statesville Blvd
Cleveland, NC 27013

Delta Municipal Supply
408 Jesse Chronic Rd
Braselton, Ga 30076

Master Meter
101 Regency Pkwy
Mansfield, TX 76063

Hughes Supply
5501 Commonwealth Ave
Jacksonville, FL 32254

Jamieson Equipment Co.
5314 Palmero Court
Buford, GA 30518

Landis Gyr
30000 Mill Creek Ave, Suite 100
Alpharetta, GA 30022

Ferguson Waterworks
4188 Belair Frontage Road
Augusta, GA 30909

Fortline Waterworks
7025 Northwinds Dr NW
Concord, NC 28027

Wes Byne
Utilities

Dean Meyer
Utilities

Phyllis Johnson
Compliance

RFP Item # 25-174
Water Meters for Augusta GA-Augusta Utilities Department
Bid Due: Wed, 6/18/25 @11:00 a.m.

RFP Item # 25-174
Water Meters for Augusta GA-Augusta Utilities Department
Mail Date: 5/8/25

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, May 9, 2025 12:43 PM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000123

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000123
Event Title: 25-174 Water Meters
Event Type: Non-State Agency

Process Log
2025/05/09 12:38:21 : Log starts for - 28237504 - EVENT_RELEASE_TO_SUPL
2025/05/09 12:38:25 : Email Process Log for the Event#: PE-72155-NONST-2025-000000123
2025/05/09 12:38:25 : Email Batch# 2505091818
2025/05/09 12:38:25 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/05/09 12:41:23 : Bad Email not sent to cschaffer@sperosIcom of SPEROS INC
2025/05/09 12:41:26 : Bad Email not sent to jm baker2019@gmail.com of BAKER,MARK
2025/05/09 12:42:42 : Total No of Contacts found for sending Email: 704
2025/05/09 12:42:42 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000123&sourceSystemType=gpr20

05/09/2025 12:42:42 PM

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Planholders

Add Supplier | Export To Excel

Supplier (15)

Supplier	Download Date
American Cast Iron Pipe Company	05/19/2025
Avanti Company	05/14/2025
Badger Meter, Inc.	05/09/2025
CCI	05/20/2025
Dodge Data	05/09/2025
Fenix USA	05/27/2025
Fortiline, Inc. d/b/a Fortiline Waterworks	05/09/2025
HydroCorp	05/19/2025
Itron	05/09/2025
Keystone Utility Systems	05/13/2025
Landis+Gyr	05/21/2025
MCP Business Services	05/09/2025
Onvia, Inc. - Content Department	05/09/2025
PEDAL VALVES	05/12/2025
Sustainability Partners	05/16/2025

Add Supplier

Supplier Details

Supplier Name	American Cast Iron Pipe Company
Contact Name	Shane Hall
Address	PO Box 301 , Flowery Branch, GA 30542

Email	shanehall@american-usa.com
Phone Number	404-787-6560

Remove

Documents

Filename	Type	Action
25-174_RFP	Bid Document / Specifications	View History
25-174_ADD1	Addendum	View History

FYI: Process Regarding Request for Proposals

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

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

(a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

(b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.

(c) Proposals shall be open for public inspection only after the award is made.

(d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.

(e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.

(f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.

(g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

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

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

(b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).

(c) *Public notice*. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

(d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.

(e) *Receipt of proposals*. Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

(f) *Public inspection*. The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.

(g) *Evaluation and selection*. The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

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

provide the services required;

(2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;

(4) The quality of performance on previous contracts;

(5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

(6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

(7) The quality, availability, and adaptability of the supplies or services to the particular use required; and

(8) Price.

(h) *Selection committee*. A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.

(i) *Preliminary negotiations*. Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.

(j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

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

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

Engineering Services Committee Meeting

September 30, 2025

Establishing or updating policy for new retention ponds

Department:	N/A
Presenter:	N/A
Caption:	Discuss and approve establishing or updating policy for new retention ponds and maintenance requirements based on ownership responsibility. **(Requested by Commissioner Brandon Garrett)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

November 4, 2025

Amend Audit Scope

Department:	N/A
Presenter:	N/A
Caption:	Motion to amend the audit scope for engagement of the Recreation and Parks Department to exclude utility findings and to allow UHY (Mr. Reagan) to provide an analytical table on location and type of those expenses. **(Approved by Finance Committee October 28, 2025)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

Meeting Date: October 28, 2025

Tetra Tech Services for FEMA Public Assistance – Change Order #2

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve Change Order #2 with a not-to-exceed amount of $300,000 to Task Order #1 for Hurricane Helene Cost Recovery Services through Tetra Tech. RFP 24-917
Background:	At its December 3, 2024 meeting, the Augusta Commission approved award of RFP 24-917 for Comprehensive Disaster Recovery and Cost Recovery Professional Services to Tetra Tech. Task Order #1 for FEMA Public Assistance Services was approved by the Commission on February 18, 2025, and amended by Change Order #1 on May 6, 2025. Task Order #1 will expire on December 19, 2025.
Analysis:	Tetra Tech continues to work closely with Augusta departments to close out reimbursement documentation for FEMA and GEMA. Tetra Tech's initial estimate for Helene cost recovery services was $1.9 million. The proposed Change Order #2 extends the period of performance to June 19, 2026, and adds an additional $300,000, bringing the authorized total to $1,300,000. Roughly 95% of Augusta's costs have been submitted to FEMA so far, and FEMA has obligated more than $47 million in project reimbursements to Augusta. FEMA has also obligated an additional $1.7 million for management costs (Category Z), which includes Tetra Tech's services.
Financial Impact:	These services will be funded from General Fund balance, with the expectation that they will be 100% reimbursed through obligated FEMA Public Assistance (Category Z).
Alternatives:	N/A
Recommendation:	To approve Change Order #2 with a not-to-exceed amount of $300,000 to Task Order #1 for Hurricane Helene Cost Recovery Services through Tetra Tech. RFP 24-917
Funds are available in the following accounts:	General Fund fund balance

REVIEWED AND APPROVED BY:

AUGUSTA, GEORGIA
TASK ORDER No. 1-HURRICANE HELENE PUBLIC ASSISTANCE

Change Order
Authorization No. 2

In accordance with the **TASK ORDER No. 1-Hurricane Helene Public Assistance** dated December 19, 2024, between **AUGUSTA, GEORGIA** (Client) and **Tetra Tech, Inc.** (Tetra Tech), Client hereby authorizes the services to be performed for the updated period of performance and funding amount as set forth herein:

PROJECT: Public Assistance Services
2024 Hurricane Helene

The Task Order is amended as follows:

DURATION OF WORK:

The period of performance for this task order shall be extended for an additional six (6) months through June 19, 2026.

SCOPE OF WORK:
No change.

ESTIMATED PROJECT COST:

The funded amount is increased by $300,000 from $1,000,000 (current funded amount) to **$1,300,000** (updated funded amount).

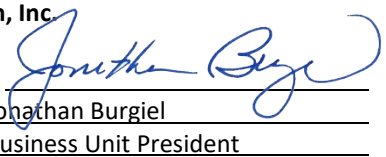
Estimated Project Cost: $1,949,193 **(no change)** | Updated Funded Amount: **$1,300,000 (increase of $300,000)**

All other terms and conditions of Task Order 1-HURRICANE HELENE PUBLIC ASSISTANCE remain unchanged and in full force and effect.

The individuals executing this change order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this change order on behalf of the respective legal entities of the Client and Tetra Tech.

APPROVED BY:

Tetra Tech, Inc.

Signature: 
Name: Jonathan Burgiel
Title: Business Unit President

AUGUSTA, GEORGIA

Signature: _____
Name: _____
Title: _____

Commission Meeting

November 4, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the October 21, 2025 Commission meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

COMMISSION MEETING MINUTES

Commission Chamber
Tuesday, October 21, 2025
2:00 PM

INVOCATION

Bishop Dr. Gregory M. Fuller, Pastor, Macedonia Church of Augusta

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

RECOGNITION(S)

A. Congratulations!!! 2025 August & September 25-50 Years of Service Recipients and the **2025 September Employee of the Month** recipient.

Recognitions presented.

DELEGATION(S)

B. Mr. Moses Todd- discuss. OCG16-10-20, OCG 16-10-1, the Georgia Constitution Article 1 Section 1 Paragraph X, and the US Constitution First Amendment Rights.

Presentation made accordingly and presented the City of Augusta a $9,000 donation from I Love Augusta to jumpstart the project of rebuilding the wall at Magnolia Cemetery.

Motion to accept donation.

Motion made by Guilfoyle and seconded by Turnley.

Voting Yea: Guilfoyle, Turnley, Slendak, Scott, Lewis, Clark, Mayor Johnson

Motion carried 7-0 with J. Johnson, Pulliam, Lewis and Garrett out.

C. Ms. Mary Finch regarding the $45.00 Streetlight Service Charge.

Presentation made accordingly.

D. Ms. Angela Bakos - Resolution creating the Charter Review Committee.

Presentation made accordingly.

E. Dr. Teresa Waters- Introduce Augusta University School of Public Health.

Presentation made accordingly.

F. Mr. Melvin Kelly regarding Homelessness.

Presentation made accordingly.

G. Ms. Shawn Harris -Empowering Every Learner: A strategic support Plan for families and children with special needs.

Presentation made accordingly.

H. Ms. Monique Braswell regarding the annual **"Monique Braswell Feast Before The Feast "**

Presentation made accordingly.

I. Mr. Ben Hasan regarding contract with University of Georgia (UGA) GA Carl Vinson Institute of Government.

Mr. Hasan did not appear.

J. Mr. Charlie Coleman regarding the Fire Department structure and cost to community.

Presentation made accordingly.

K. Ms. Debra Estep regarding Open Records Requests- Charter Review Committee Concerns.

Presentation made accordingly.

CONSENT AGENDA

(Items 1-31)

PLANNING

1. **Z-25-29– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by** Purpose Holdings, LLC, on behalf of Good News Church Inc., requesting a rezoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-1E (One-Family Residential) to develop a single-family residential subdivision, affecting approximately 4.08 acres out of a 7.47-acre tract located at 400 Warren Road. Tax Map # 017-0-026-00-0.

   Motion to approve

   Motion made by Garrett and seconded by Rice
   Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice and J. Johnson
   Voting Nay: Guilfoyle

   Motion carried 10-1 with Lewis out

2. **Z-25-33– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by** Gayle C. Crawford on behalf of Lawrence C. Crawford requesting a rezoning from zone B-2 (General Business) to zone R-1A (One-Family Residential) for an existing residence, affecting property containing approximately 0.5 acres located at 2721 A Peach Orchard Road. Tax Map # 098-3-240-00**.**

   Motion to approve

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

3. **Z-25-34– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by** Matt Mills on behalf of Cyber Housing, LLC, requesting a rezoning from zone R-1E (One-Family Residential) to zone PUD (Planned Unit Development) to develop a mixed residential community, affecting approximately 25.71 acres out of a 111.4-acre tract located at 2384 Gordon Highway. Tax Map # 082-0-003-00-0.

Motion to approve

Motion made by Clark and seconded by Garrett
Voting Yea: Mayor Johnson, Slendak, Garrett, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 10-0 with Lewis out (1) objector.

4. **Z-25-37– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by** Nicholas Edry requesting a rezoning from zone P-1 (Professional/Office) to zone B-1 (Neighborhood Business) to develop a rental property, affecting property containing approximately 0.21 acres located at 2054 Walton Way. Tax Map # 035-3-398-00-0

Motion to approve

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

5. **Z-25-36– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by** Birkie Ayer on behalf of D J Davis Enterprise, LLC, requesting a rezoning from zone R-1C (One-Family Residential) to zone R-2 (Two-Family Residential) to develop a duplex, affecting properties containing approximately 0.14 acres located at 1622 and 1624 Luckey Street. Tax Map #'s 058-4-102-00-0 & 058-4-101-00-0.

Motion to approve

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

6. **<u>SE-25-11</u>– A request for concurrence with the Augusta Planning Commission to APPROVE a petition by** Dorinda Anin-Amponsah requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 6 clients, affecting property containing approximately 0.31 acres located at 3602 Abbey Road. Zoned R-1A (One-Family Residential). Tax Map # 095-0-115-00-0.

   Motion to have the petitioner to meet with the community to see if something could be worked out and bring back to the next Commission Meeting.

   Motion made by Guilfoyle and seconded by Scott
   Voting Yea: Guilfoyle, Scott, Rice, Slendak, Clark, Mayor Johnson, Turnley

   Motion carried 7-0 with J. Johnson, Pulliam, Lewis and Garrett out.

7. **<u>SE-25-12</u>– A request for concurrence with the Augusta Planning Commission to APPROVE** a petition by Moses Missionary Baptist Church requesting a special exception per Section 26-1(a) of the Comprehensive Zoning Ordinance to install two monument signs and bring an existing church into zoning conformance, affecting properties containing approximately 1.43 acres located at 27, 29, 33, 112 and 120 Walker Street, 515, 516, and 611 First Street, 109 Watkins Street, and 616 Forsythe Street. Zoned R-3C (Multiple-Family Residential). Tax Map #'s 047-4-291-01-0, 047-4-290-00-0, 047-4-289-00-0, 047-4-410-00-0, 047-4-404-00-0, 047-4-280-00-0, 047-4-288-00-0, 047-4-420-00-0, 047-4-416-00-0, & 047-4-414-00-0. Zoned R-3C (Multiple-Family Residential).

   Motion to approve

   Motion made by Garrett and seconded by Rice
   Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

   Motion carried 11-0

8. **<u>SE-25-13</u>– A request for concurrence with the Augusta Planning Commission to Deny a petition by** GURU NAAM, LLC, on behalf of Convenience Retailers, LLC, requesting a special exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store, affecting property containing approximately 1.25 acres located at 2220 Gordon Highway. Tax Map # 067-0-050-00-0. Zoned B-1 (Neighborhood Business).

   Motion to defer to next meeting.

   Motion made by Garrett and seconded by Rice
   Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

9. A request to **AMEND** Ordinance No. 7986 that was approved August 19, 2025, by the Augusta Commission for Planning & Development zoning case Z-25-30. The street name for this petition was entered incorrectly only in the Ordinance. P&D staff corrected the change to reflect the correct address.

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

10. A request to **AMEND** Ordinance No.7980 that was approved July 22, 2025, by the Augusta Commission for Planning & Development zoning case Z-25-24. The request is to remove condition #8 from the recommendations. The Planning Commission and P&D staff are both in agreement with the removal of condition #8.

Motion to defer to next Commission Meeting

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

PUBLIC SERVICES

10. Motion to approve the purchase of five (5) fareboxes for Augusta Transit (AT). **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

11. Motion to approve the annual application to the Federal Transit Administration (FTA) for Section 5303 funds in FY 2027. **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

12. Motion to **approve** procurement of new playground equipment, including installation and shipping, for Riverwalk from Gametime through the Omnia Cooperative Purchasing Contract. **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

13. 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. **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

14. 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. **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

15. 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. **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

16. 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. **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

17. 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. **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

19. Motion to approve 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 **(Approved by Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

ADMINISTRATIVE SERVICES

20. Motion to **approve** the adoption of Augusta Tomorrow's *2035 Vision: A Blueprint for Action and Growth.* **(Approved by Administrative Public Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

21. Motion to **approve** the purchase of 11 vehicles, at a total cost of $531,620.04 to include the total cost of vehicles at $475,947.04 from Akins Ford Dodge and total upfitting cost of $55,673.00 from West Warning Equipment Sales & Service, LLC for the Fire department. **(Approved by Administrative Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

22. Motion to approve the purchase of five Dodge Durango Pursuits at a total cost of $266,552.70 from Akins Dodge Ford for the Richmond County Marshals Office. **(Approved by Administrative Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

23. Motion to **approve** the purchase of one toro mower at a total cost of $103,221.91 from Jerry Pate Turf & Irrigation for the Recreation department. **(Disapproved by Administrative Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

ENGINEERING SERVICES

24. Motion to **approve** Contract Amendment with Itron. **(Approved by Engineering Services Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

25. Motion to **approve** the abandonment of a portion of Twiggs Street and Watkins Street within the vicinity of the New Augusta Arena between Sixth Street and Fenwick Street as shown on the attached plat, as it has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the Coliseum Authority for $1 subject to all recommendations by Engineering regarding storm water, utilities and easements. **(Approved by Engineering Services Committee October 14, 2025) Motion to approve.**

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

26. Motion to **approve** purchase of new bleach production cells from De Nora Texas as a sole source procurement.**(Approved by Engineering Service Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

PUBLIC SAFETY

27. Motion to **approve** accepting the FY26 Delinquency Prevention Grant award in the amount of $42,000.**(Approved by Public Safety Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

28. Motion to **accept** the 2025 VOCA Grant Program Continuation award in the amount of $100,000.**(Approved by Public Safety Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

29. Motion to accept the FY26 CHINS grant award in the amount of $100,000. **(Motion to approved by Public Safety Committee October 14, 2025)**

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

PETITIONS AND COMMUNICATIONS

30. Motion to **approve** minutes of the Commission October 7, 2025 meeting.

Motion to approve.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

APPOINTMENT(S)

31. Motion to **approve** the Augusta Legislative appointment of Mr. Pierce Blitch to the Richmond County Board of Assessors due to the passing of BOA Member Mr. Bryan Simkins.

Motion to approve.

Motion made by Garrett and seconded by Rice

Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 32-35)

ADMINISTRATIVE SERVICES

32. Motion to **approve** bid #25-218 for the purchase of two 2026 Animal Transport Trucks at a total cost of $144,290 from Akins Ford for the Animal Services Department. **(No recommendation Administrative Services Committee October 14, 2025)**

Motion to forward to next meeting.

Motion made by Garrett and seconded by Rice
Voting Yea: Mayor Johnson, Slendak, Garrett, Lewis, Scott, Clark, Pulliam, Turnley, Rice, J. Johnson and Guilfoyle

Motion carried 11-0

ENGINEERING SERVICES

33. Motion to **approve t**hat the portion of Dogwood Terrace Apartments, consisting of approximately 722 feet of Bolt Drive as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served, and that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2; further, that this action is subject to Engineering recommendations, and the Mayor is authorized to execute any necessary documents to process this approval. **(No recommendation Engineering Services Committee October 14, 2025)**

Motion to approve

Motion made by Rice and seconded by Slendak

Substitute Motion- for the Augusta Housing Authority, Engineering Department and all pertinent personnel and the Community meet to see if they can come up with a creative solution and report back at the next meeting.

Motion made by Scott and seconded by Pulliam
Voting Yea: Turnley, Scott, J. Johnson, Mayor Johnson, Rice, Slendak, Pulliam

Motion carried 9-0 with Garrett and Lewis out

FINANCE

34. Discuss and set employee contribution rates for the health benefits plan for FY 2026. **(No recommendation from Finance Committee October 14, 2025)**

Motion to approve $500 deductible for individual and $1,500 per family.

Motion made by Turnley and seconded by Scott.

Voting Yea: Turnley, Scott, Rice, Slendak, Clark, Guilfoyle, Mayor Johnson,

Motion carried 7-0 with J. Johnson, Lewis, Pulliam, Garrett out

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

November 4, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Ms. Lafawn Pinkney to the Small Business Advisory Board representing District 1. **(Requested by Commissioner Jordan Johnson)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mrs.
First Name *	LaFawn
Middle Name *	Shaunte'
Last Name *	Pinkney-Mealing
Suffix	
Date Of Birth *	12/13/1978
Address *	Street Address 2948 ROLLINGWOOD DRIVE Address Line 2 2948 Rollingwood Dr City Augusta State / Province / Region GA Postal / Zip Code 30906 Country United States
Home Phone *	7068404139
Work Phone	
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ◉ District 5 ○ District 6 ○ District 7 ○ District 8 ○ None
Marital Status *	Married
Education *	Master's Degree
Race *	Black
Gender *	Female
Occupation *	Human Resources Practitioner
Interests	

Commissions, Authorities, & Boards

Volunteer For *	Augusta-Richmond County Personnel Board Click add below to apply for more than one board.

Volunteer For *	Augusta Housing Authority Click add below to apply for more than one board.
Volunteer For *	Augusta Richmond County Planning Commission Click add below to apply for more than one board.
Volunteer For *	Augusta Urban Redevelopment Agency Click add below to apply for more than one board.
Volunteer For *	Augusta-Richmond County Coliseum Authority Click add below to apply for more than one board.
Volunteer For *	Citizen Engagement Focus Group Click add below to apply for more than one board.
Volunteer For *	CSRA Economic Opportunity Authority, Inc. Click add below to apply for more than one board.
Volunteer For *	Housing and Community Development Citizens Advisory Board Click add below to apply for more than one board.
Volunteer For *	Richmond County Sheriff`s Merit System Board Click add below to apply for more than one board.
Volunteer For *	Richmond County Hospital Authority Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

○ Yes ◉ No

*

I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email lafawnp@gmail.com

Commission Meeting

October 21, 2025

Item Name: SE-25-11

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**SE-25-11**– A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Dorinda Anin-Amponsah requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 6 clients, affecting property containing approximately 0.31 acres located at 3602 Abbey Road. Zoned R-1A (One-Family Residential). Tax Map # 095-0-115-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. The home shall be limited to no more than 6 residents with full supervision. Any live-in staff will be counted towards the maximum occupancy of the home. 2. Successful completion of a Code Enforcement inspection is required before issuance of the business license. 3. The applicant must receive a City of Augusta business license and continue to maintain a license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-18 of the O.C.G.A must be provided, and the applicant must provide annual inspection reports. 4. The home shall be staffed and maintained in compliance with all State Department of Community Health regulations for a Family Personal Care Home. 5. No signage is permitted on the property
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: October 6, 2025
Case Number: SE-25-11
Applicant: Dorinda Anin-Amponsah
Property Owner: Dorinda Anin-Amponsah
Property Address: 3602 Abbey Road
Tax Parcel No(s): 095-0-115-00-0
Current Zoning: R-1A (One-Family Residential)
Fort Eisenhower Notification Required: N/A
Commission District 4: Tanya Barnhill-Turnley
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Family Personal Care Home	Section 26-1(h)

SUMMARY OF REQUEST:

This special exception pertains to a 0.31-acre property located in the Barton Chapel Hills Subdivision and is zoned R-1A (One-Family Residential). The property features a one-story, 2,008 square-foot residence that was constructed in 1972. The applicant is seeking approval of a special exception to establish a family personal care home with six (6) clients on the property.

On Wednesday, September 3, 2025, the Planning Commission voted to postpone the application to allow for the applicant to meet with the Barton Chapel Hills Subdivision residents. Staff have not received any updates regarding any community meetings.

COMPREHENSIVE PLAN CONSISTENCY:

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

FINDINGS:

SECTION 28-F-3 (B) HOME DESIGN REQUIREMENTS		
Common Areas	***Requirement***	***Existing***
I.	ADA-compliant Ramp *(2010 standards)*	N/A
II.	Design for Accessibility	N/A
III.	Living Room *(minimum of 120 sq ft)*	~192 sq ft
IV.	Kitchen/Dining Room *(minimum of 80 sq ft)*	~216 sq ft
V.	Outdoor Space and Fencing	Backyard enclosed by chain link fence
Bedrooms or Private Living Spaces	***Requirement***	***Existing***
I.	Bedrooms *(minimum 100 sq ft per person)*	BR 1) ~208 sq ft/2 people BR 2) ~120 sq ft/1 person BR 3) ~196 sq ft/1 person BR 4) ~168 sq ft/1 person BR 5) ~149 sq ft/1 person
Bathroom Facilities	***Requirement***	***Existing***
I.	Functional toilet *(1:4 occupants*)*	3
II.	Showering/Bathing Facility *(1:6 occupants*)*	2
III.	ADA-compliant Facilities *(2010 standards)*	N/A
**Includes persons who reside there and receive care, care providers, and other persons living in the home.*		
Off-Street Parking	***Requirement***	***Proposed***
I.	4 Total Required Spaces**	6
***Homes must meet the requirements for Off-Street Parking in Section 4-2 of the Comprehensive Zoning Ordinance.*		

1. The applicant proposes to establish a Family Personal Care Home, providing care for six (6) residents.
2. The residence contains five (5) bedrooms and two and a half (2.5) bathrooms, along with a living room, kitchen and dining room combo, laundry room, visiting area, and an office. No additions have been proposed at this time.
3. The home will be operated by one (1) staff member per shift, which will care for a maximum of six (6) clients.
4. There are no other established family personal care homes within twelve hundred (1,200) feet of the subject property.
5. According to the Georgia Department of Transportation State Functional Classification Map, 2017, Abbey Road is classified as a local road and Barton Chapel Road is classified as a minor arterial route.

6. The nearest bus stop is located on Barton Chapel Road and is approximately one hundred sixty-five (165) feet from the subject property.
7. Public water is present in the area, but public sewer is not.
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
9. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
10. The proposal is compatible with surrounding land uses and consistent with aspects of the 2023 Comprehensive Plan.
11. At the time of completion of this report, staff have received one individual in opposition regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends **Approval** of the special exception to establish a Family Personal Care Home with the following conditions:

1. The home shall be limited to no more than 6 residents with full supervision. Any live-in staff will be counted towards the maximum occupancy of the home.
2. Successful completion of a Code Enforcement inspection is required before issuance of the business license.
3. The applicant must receive a City of Augusta business license and continue to maintain a license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-18 of the O.C.G.A must be provided, and the applicant must provide annual inspection reports.
4. The home shall be staffed and maintained in compliance with all State Department of Community Health regulations for a Family Personal Care Home.
5. No signage is permitted on the property.

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

Letter of Intent to open a Personal Care home

Date: 7/24/2025

Augusta Planning and Development

535 Telfair St.

Augusta, GA 30901

To Whom It May Concern:

My name is Dorinda Anin-Amponsah, a healthcare worker, with over 15 years of work experience. I am writing to formally express my intent to open a personal care home at 3602 Abbey Rd, Augusta Ga, 30906. The name of the facility will be known as Canalway Personal Care Home.

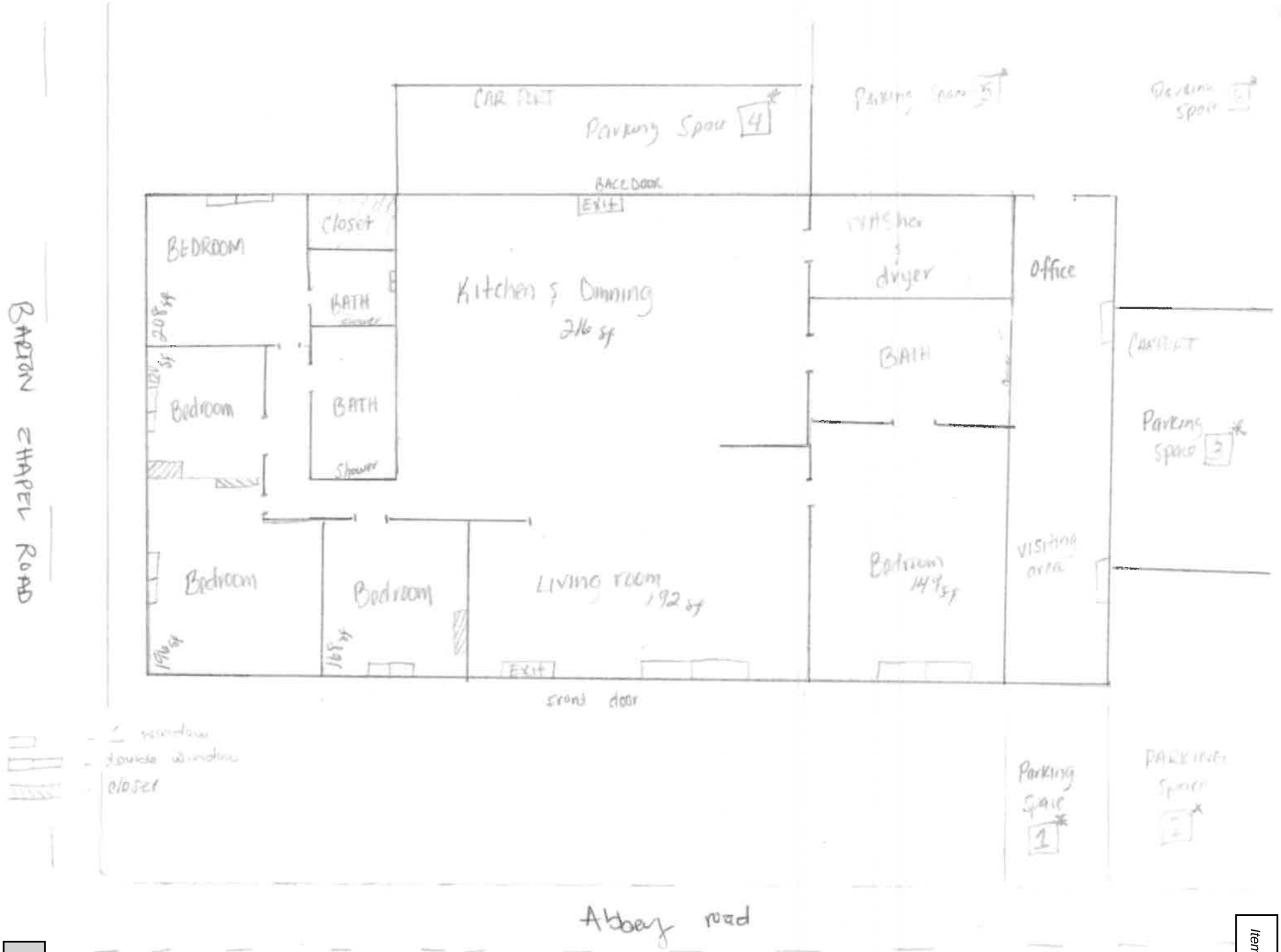
Although I have worked with all age groups, I enjoy working with the elderly. Over the years, I gained my patient care experience while working in the hospitals, retail settings, and volunteering in nursing homes. While working with the elderly, I saw the need for care for them. Although I can work in an already establish facility, I desire to open a place of my own to render compassionate and individualized care. Besides assisting with daily living activities in a safe, respectful and home-like environment, my expertise in the medical field will ensure that regulatory requirements and licensing set forth by the state are met. My goal is to promote independence which catering to their physical, emotional and social needs. I am currently working with an establish agency who will train me and my staff to provide necessary certifications, inspections, services, plans and policies in accordance with state regulations.

Thank you for your time and consideration. I look forward to working with your office throughout this process.

Sincerely,

Dorinda Anin-Amponsah

Canalway Personal Care Home.


BARTON CHAPEL ROAD
CAR PORT
Parking Space 4
Parking Space 5
Reserved Space 6
BACK DOOR
EXIT
BEDROOM
Closet
BATH
Kitchen & Dining
216 sf
Washer & dryer
Office
208 sf
Bedroom
BATH
Shower
BATH
CARPORT
Parking Space 3
Bedroom
Bedroom
LIVING ROOM
192 sf
Bedroom
149 sf
Visiting area
196 sf
165 sf
EXIT
front door
- window
- double window
- closet
Parking Space 1
Parking Space 2
Abbey road

GAINES
CAPITAL
INVESTMENTS

Date: August 18, 2025

To: Augusta Planning and Zoning

Subject: Objection to the plan to convert 3602 Abbey Road into a personal care home

I am writing as a concerned property owner at Barton Chapel Hill 3604 Abbey Road regarding the proposed plan to convert the property at 3602 Abbey Road into a personal care home facility for the elderly. While I have deep respect for the care and dignity our elderly community deserves, I strongly believe this type of facility does not belong in the middle of a residential neighborhood for the following reasons:

1. **Traffic and Parking Concerns**
   A personal care home will bring frequent staff members, medical providers, delivery services, visitors, and emergency vehicles into a street designed for limited residential use. This will create congestion, restrict parking availability for residents, and increase the risk of blocked driveways or traffic accidents.

2. **Noise and Disturbances**
   The facility will generate a level of activity inconsistent with the quiet character of our neighborhood. Staff shift changes, visitors at irregular hours, and emergency calls—often involving ambulances or fire trucks—will disrupt the peace and quiet expected in a residential area.

3. **Safety and Emergency Response Issues**
   A facility of this nature increases the likelihood of frequent emergency responses. The additional strain on first responders could impact both the safety of the residents within the facility and the wider neighborhood.

4. **Impact on Property Values**
   The introduction of a commercial-style care facility in a residential block is likely to negatively affect nearby property values. Potential homebuyers are often deterred by increased traffic, loss of privacy, and nonresidential activity in close proximity.

5. **Zoning and Neighborhood Character**
   A personal care home operates as a business and is more appropriately located in areas zoned and equipped for such facilities. Allowing this use in our neighborhood

undermines zoning protections and sets a concerning precedent for other commercial operations to move into residential communities.

6. **Privacy and Quality of Life**
   With a revolving staff, frequent visitors, and higher-than-normal foot and vehicle traffic, residents next door and across the street would experience diminished privacy, security, and overall quality of life.

7. **Infrastructure Strain**
   Increased water, sewage, trash, and utility usage from a care facility places a heavier demand on infrastructure designed for single-family households, not commercial-level operations.

For these reasons, I respectfully object to the approval of 3602 Abbey Road Augusta GA 30906 as a personal care home. Elder care is a vital service, but such facilities belong in properly zoned areas designed to handle the demands of this type of operation, not in a quiet residential neighborhood.

Thank you for your time and consideration of this matter.

Best Regards,

Eric Gaines

PO BOX 14161

Augusta GA 30906



Planning Commission
SE-25-11
October 6, 2025

3602 Abbey Road

Aerial

Subject Property

Request: A Special Exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 6 clients, affecting property containing approximately 0.31 acres located at 3602 Abbey Road.

Name: Dorinda Anin-Amponsah

Parcel: 095-0-115-00-0

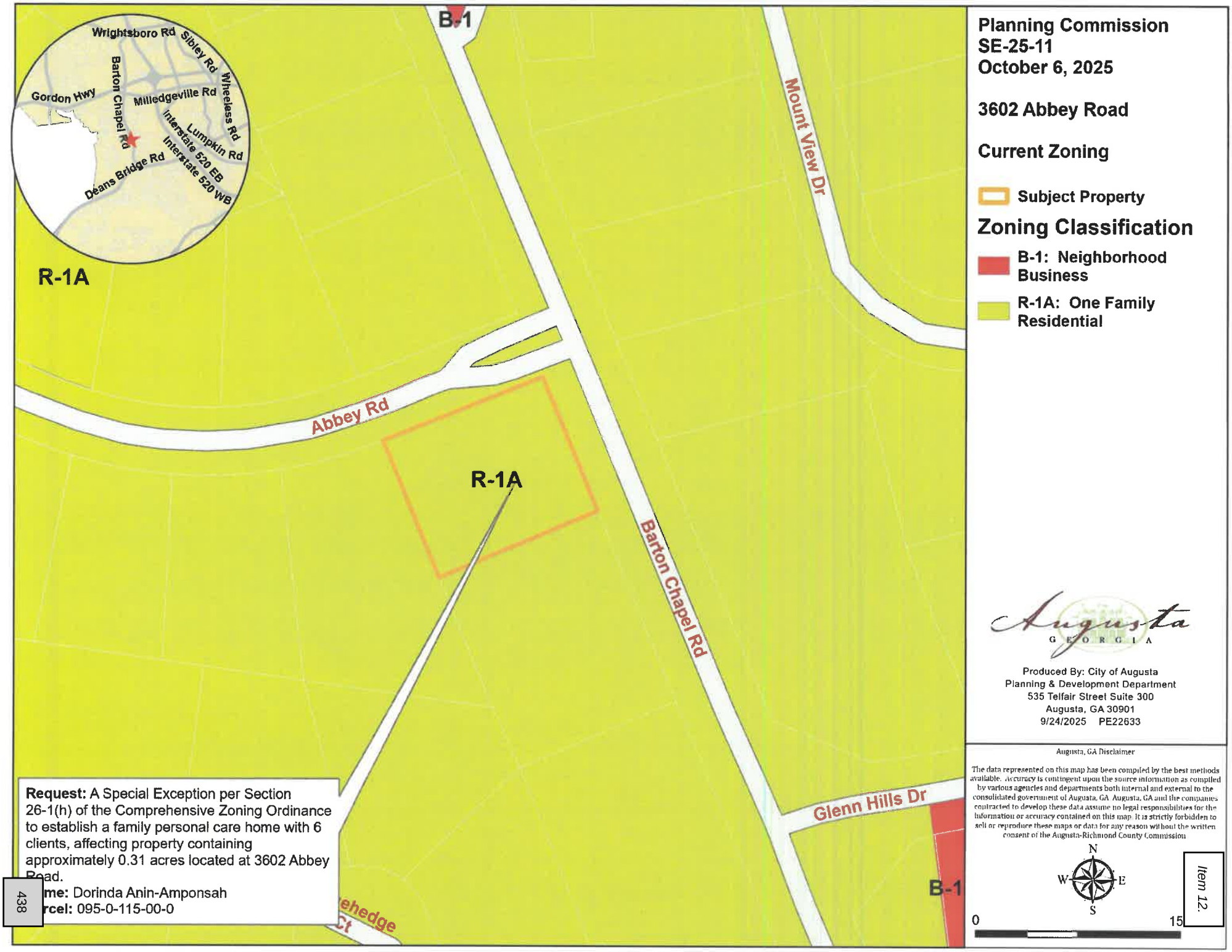
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Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/24/2025 PE22633

Augusta, GA Disclaimer

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N W E S

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Wrightsboro Rd
Sibley Rd
Wheeless Rd
Barton Chapel Rd
Gordon Hwy
Milledgeville Rd
Lumpkin Rd
Interstate 520 EB
Interstate 520 WB
Deans Bridge Rd
B-1
Mount View Dr
R-1A
Abbey Rd
R-1A
Barton Chapel Rd
Glenn Hills Dr
B-1
Planning Commission
SE-25-11
October 6, 2025
3602 Abbey Road
Current Zoning
Subject Property
Zoning Classification
B-1: Neighborhood Business
R-1A: One Family Residential
Augusta
GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/24/2025 PE22633
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Request: A Special Exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 6 clients, affecting property containing approximately 0.31 acres located at 3602 Abbey Road.
me: Dorinda Anin-Amponsah
rcel: 095-0-115-00-0

Commission Meeting

October 21, 2025

Item Name: SE-25-13

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**SE-25-13**– A request for concurrence with the Augusta Planning Commission to D**eny** a petition by GURU NAAM, LLC, on behalf of Convenience Retailers, LLC, requesting a special exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store, affecting property containing approximately 1.25 acres located at 2220 Gordon Highway. Tax Map # 067-0-050-00-0. Zoned B-1 (Neighborhood Business).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Denial
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: October 6, 2025
Case Number: SE-25-13
Applicant: GURU NAAM, LLC
Property Owner: Convenience Retailers, LLC
Property Address: 2220 Gordon Highway
Tax Parcel No(s): 067-0-050-00-0
Current Zoning: B-1 (Neighborhood Business)
Fort Eisenhower Notification Required: N/A
Commission District 4: Tanya Barnhill-Turnley
Super District 9: Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Liquor Store	21-2(c)

SUMMARY OF REQUEST:

This special exception involves a 1.25 acre-tract situated in the B-1 zone, at the corner of Milledgeville Road and Gordon Highway. Currently, the site is undeveloped, vacant land. The request for a special exception is to establish a liquor store adjacent to three (3) smaller retail businesses under the current zoning.

COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the South Richmond Character Area. A rural landscape predominates, but some conventional suburban residential development is taking place. Standalone commercial establishments are scattered throughout the area, serving residents and travelers passing through on the major highways. The vision for the South Richmond Character Area is to maintain its predominant rural atmosphere characterized by large tracts of forest land, open space, rural residences, some farms, and creeks. Additional suburban residential and commercial development will be located in areas designated for such uses. Public facilities and services will be expanded as necessary to accommodate the growing population.

FINDINGS:

1. Liquor stores are not allowed by-right in the B-1 zone but may be granted with the approval of a special exception.
2. Per Section 21-2(c) of the Comprehensive Zoning Ordinance, liquor stores are permitted by Special Exception in a B-1 (Neighborhood Business) zone if they generally conform to the following criteria:

- The nature of the surrounding area is not predominantly residential with only a few commercial uses interspersed. ***Compliant with this provision, where the intersection of Milledgeville Road and Gordon Highway is primarily commercial in nature.***
- The property is at the intersection of two arterial streets or within 500 feet of such an intersection. ***Non-compliant with this provision, though the site is positioned at a key intersection, Milledgeville Road is identified as a major collector street. The closest intersection of two arterial streets is Barton Chapel Road and Gordon Highway, which is approximately 640 feet away.***
- The property is not within 1,000 feet of a public park or recreation area, school, or library. ***Compliant with this provision, the closest school is Barton Chapel Elementary School, and it is not within 1,000 feet. The closest public park or recreation area is Bayvale Park, and it is not within 1,000 feet. Lastly, the closest library is Friedman Branch Library, and it is not within 1,000 feet.***

3. Adjacent zoning: East and West: B-2 (General Business) | North: B-2 (General Business) | South: B-2 (General Business), A (Agriculture), and LI (Light Industry)
4. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
5. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
6. Public water is present, but sewer is not.
7. Public transit is not available near this parcel.
8. According to the Georgia Department of Transportation State Functional Classification Map, 2017, Gordon Highway is classified as a principal arterial, and Milledgeville Road is classified as a major collector route.
9. According to the Preliminary Traffic Impact Worksheet, Traffic Engineering has determined that a traffic study is not necessary for the proposed development.
10. This special exception is not consistent with the 2023 Comprehensive Plan.
11. At the time of completion of this report, staff have not received any inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- "Site plan must be approved. Entrance angle off of Milledgeville Rd should be as close to 90 degrees as possible".

Utilities Comments:

- "There is a 20" water line on Milledgeville Road. There is currently no sewer available on the site. They will need to acquire an easement next door to get to the sewer".

PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

RECOMMENDATION: The Planning Commission recommends **Denial** of the Special Exception request with the following conditions:

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

Rezoning Letter of Intent

08/26/2025

Planning Department

Richmond County

Augusta GA

RE: Rezoning Letter of Intent

Existing Zoning: B1

Proposed Zoning: B2

2220 Gordon Hwy Augusta GA

To Whom it May Concern,

We are requesting zoning change of Parcel#067-0-050-00-0

2220 Gordon Hwy Augusta GA. Its current designation of B1 to the proposed designation of B2.

We are requesting this zoning to facilitate the construction of a liqour Store.We are confident that this project will be a positive addition to this area.We are available to meet the planing Commission and staff to discuss the application detail.

Thank you for your time and consideration.

Sincerely,

Maninder Singh Owner

Guru Naam LLC

2324 Malone Way

Evans GA 706-284-7578

manhiani@yahoo.com

DEFINITIVE DESIGNS GROUP INC.
4170 BELAIR ROAD
AUGUSTA, GA 30909
TEL: 706.860.6801 FAX: 706.860.3444

PREPARED FOR:
MAINUDER SING

PROJECT TITLE:
RETAIL CENTER
2220 GORDON HWY
AUGUSTA, GEORGIA 30904

CONCEPTUAL SITE PLAN

REVISION BLOCK

NO.	REVISION / ISSUE	BY	DATE

DATE: 6-4-2025
DRAWN BY: DAN
CHECKED BY: JDP
SHEET #: 1

NOT FOR CONSTRUCTION

CONCEPTUAL SITE PLAN
SCALE: 1" = 20'-0"

ENGINEERING DEPARTMENT

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

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 2220 GORDON HWY

Tax Parcel Number: 067-0-050-00-0

Type of Development (Circle One): Commercial or Industrial or Residential or Other

Any new public roadways? (Circle One): Yes or No
Proposed Development Less Than 20 Lots (Circle One): Yes or No; if "Yes", contact Traffic Engineering at 706-821-1850 and ask to speak to the Traffic Operations Manager or Assistant Director prior to completing worksheet.

Existing streets adjacent to property:
1) GORDON HWY
2) Milledgeville Rd
3) _____
4) _____

Volume on each existing street (AADT):
1) 31,500
2) _____
3) _____
4) _____

Level of Service (LOS) on each street:
1) F
2) _____
3) _____
4) _____

Land Use Type / Code (ITE Trip Generation): Liquor Store (899) / Specialty Retail Center (814)

Basis for Calculation (sq ft, # units, etc.): Employees / 1000 SQ FT

Trips Generated by Proposed Development: 90 / 388 = 478

Adjusted street volumes based on trips generated:
1) 31,700
2) _____
3) _____
4) _____

Projected Level of Service (LOS) on each street based on trips generated:
1) F
2) _____
3) _____
4) _____

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website https://gdottrafficdata.drakewell.com/publicmultinodemap.asp for current volume data.

***Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or (N)

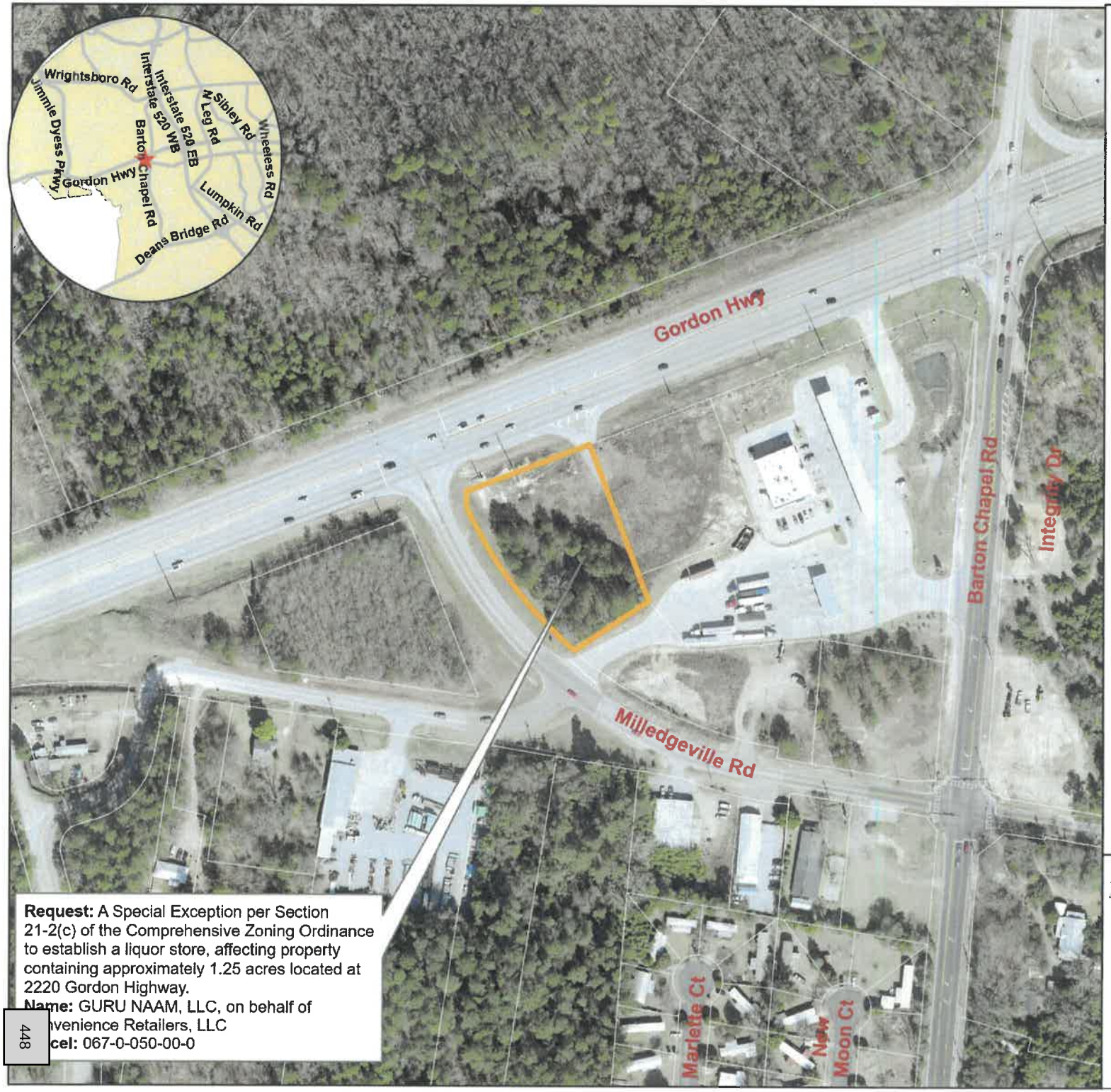
Date of Review: September 9, 2025

Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

Title: Traffic Operations Manager

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV



Request: A Special Exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store, affecting property containing approximately 1.25 acres located at 2220 Gordon Highway.
Name: GURU NAAM, LLC, on behalf of
nvenience Retailers, LLC
cel: 067-0-050-00-0

Planning Commission
SE-25-13
October 6, 2025

2220 Gordon Highway

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/25/2025 PE22633

Augusta, GA Disclaimer

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Request: A Special Exception per Section 21-2(c) of the Comprehensive Zoning Ordinance to establish a liquor store, affecting property containing approximately 1.25 acres located at 2220 Gordon Highway.
Name: GURU NAAM, LLC, on behalf of nvenience Retailers, LLC
cel: 067-0-050-00-0

Planning Commission
SE-25-13
October 6, 2025

2220 Gordon Highway

Current Zoning

Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- LI: Light Industry
- R-1A: One Family Residential
- R-3B: Multiple-Family Residential
- R-MH: Manufactured Home Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
9/25/2025 PE22633

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N W E S

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Commission Meeting

October 21, 2025

Item Name: Amend Ordinance No. 7980

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	A request to **AMEND** Ordinance No.7980 that was approved July 22, 2025, by the Augusta Commission for Planning & Development zoning case Z-25-24. The request is to remove condition #8 from the recommendations. The Planning Commission and P&D staff are both in agreement with the removal of condition #8.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	**Remove condition #8** *The development shall provide a twenty (20) foot buffer around the entire development with a ten (10) foot planted area and a ten (10) foot grass area*
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Amend

ORDINANCE NO. 7980

An Ordinance to amend the Comprehensive Zoning Ordinance adopted by the Augusta, Georgia Commission effective September 16, 1997 (Ordinance No. 5960), together with all amendments which have been approved by either the Augusta Commission as authorized under the Home Rule Provisions of the Comprehensive Zoning Map from the Constitution of the State of Georgia," by changing the Comprehensive Zoning map by rezoning from Zone R-1A (One-family) to Zone PUD (Planned Unit Development) affecting property located in the southwest quadrant at the intersection of Stevens Creek Road and River Watch Parkway, and for the repeal of ordinances in conflict herewith and for other purposes:

THE AUGUSTA, GEORGIA COMMISSION HEREBY ORDAINS:

SECTION I. The Comprehensive Zoning Ordinance adopted by the Board of Commissioners of Richmond County on the 15th day of November 1983, the caption of which is set out above, changing the Comprehensive Zoning Map by changing the zoning from R-1A (One-family Residential) to Zone PUD (Planned Unit Development) on the property as follows:

Commence at the intersection of the south road right-of-way line of Mayo Road with the west road right-of-way line of Steven Creek Road; thence in a southwesterly direction along said west road right-of-way line of Stevens Creek Road a distance of 200.69 feet, more or less to the Point of Beginning; thence South 45°48'09" East continuing along said west road right-of-way line of Stevens Creek Road a distance of 106.68 feet; thence South 25°38'10" East still along said west road right-of-way line of Stevens Creek Road a distance of 67.22 feet; thence South 43°20'05" East continuing along said west road right-of-way line of Stevens Creek Road a distance of 2.09 feet; thence South 48°22'31" East still along said west road right-of-way line of Stevens Creek Road a distance of 88.33 feet; thence South 49°47'52" East still along said west road right-of-way line of Stevens Creek Road a distance of 207.26 feet to the intersection of the north road right-of-way line of River Watch Parkway; thence South 03°47'22" East 18.38 feet; thence South 44°42'27" West along said north road right-of-way line of River Watch Parkway a distance of 167.82 feet to the point of a curve concave to the northwest with a radius of 1,036.82 feet with a cord distance of 50.93 feet bearing 49°50'54" West and distance of 50.93 feet to a point of a curve concave to the northwest with a radius 1,036.82 feet with a cord distance of 121.80 feet bearing South 54°37'22" West and a distance of 121.87 feet; thence South 63°47'41" West still along said north road right-of-way line of River Watch Parkway a distance of 777.25 feet; thence North 24°10'50" Wesst continuing along said north road right-of-way line of River Watch Parkway a distance of 4.64 feet; thence South 64°26'03" West still along said north road right-of-way line of River Watch Parkway a distance of 149.93 feet; thence Norh 26°27'07" West continuing along said north road right-of-way line of River Watch Parkway a distance of 9.97 feet; thence South 64°44'12" West still along said north road right-of-way line of River Watch Parkway a distance of 42.92 feet; thence South 64°28'03" West continuing along said north road right-of-way line of River Watch

Parkway a distance of 8.37 feet; thence North 38°27'44" West 347.84 feet to the said south road right-of-way line of Mayo Road; thence North 53°30'00" East along said south road right-of-way line of Mayo Road a distance of61.02 feet; thence South 36°32'10" East 207.00 feet; thence North 53°31'44" East 202.08 feet; thence North 53°36'54" East 194.20 feet; thence North 53°13'25" East 96.25 feet; thence North 53°27'50" East 485.43 feet; thence South 36°41'45" East 76.94 feet; thence North 35°30'05" East to said west road right-of-way line of Stevens Creek Road and the Point of Beginning. Containing 13.02 acres, more or less. Located at 831, 833, 835, 837, 839, 841, and 843 Stevens Creek Road. Tax Map #006-0-029-00-0, 006-0-030-00-0, 006-0-031-01-0, 006-0-031-03-0, 006-0-031-04-0, 006-0-031-06-0, 006-0-033-00-0.

SECTION II – This amendment to the Comprehensive Zoning Maps for Augusta, Georgia, is subject to the following conditions:

1. Permitted uses of the site be limited to single-family detached homes, attached townhomes, duplexes, multi-family apartments, and commercial uses allowed in the B-2 zoning district. Flea markets, pawn shops, crematoriums, video game rooms/arcades, recreational vehicle parks, telephone offices and call centers, and automobile service shops are not permitted uses. Drinking establishments (nightclubs), taverns, and liquor stores require approval of a special exception through the process established in the City of Augusta Comprehensive Zoning Ordinance.
2. The total height of proposed buildings within the PUD shall not exceed 3 stories or 55' in height.
3. The development shall substantially conform to the conceptual site plans dated May 8, 2025.
4. The commercial area of the development shall not exceed 27,300 square feet of commercial building use.
5. The overall residential density of the 10.4-acre residential area of the PUD shall not exceed 16 dwelling units per acre.
6. Parking shall be provided for the residential number of units and an overall average of 2.25 parking spaces per unit, and for commercial, 4 parking spaces per 1,000 square footage of gross floor area. Parking requirements not addressed in this PUD development shall comply with the parking requirements in Section 4-2 of the City of Augusta Comprehensive Zoning Ordinance.
7. Building setbacks within the residential portion of the PUD shall be 8 feet from the edge of the sidewalk for street-facing buildings and 6 feet for buildings facing green space. A minimum of 10 feet shall be required between structures to meet all applicable fire code compliance.
8. The development shall provide a twenty (20) foot buffer around the entire development with a ten (10) foot planted area and a ten (10) foot grass area. Remove condition.
9. A minimum of 15% of the overall site shall be for public open space to include recreational amenities.
10. The PUD shall comply with the Augusta Tree Ordinance or obtain variances from the Tree Commission.
11. The commercial area shall comply with the sign requirements in Section 28-B of the City of Augusta Comprehensive Zoning Ordinance. Only directional signage shall be allowed in the residential area.
12. Install/improve sidewalks on all new and existing public streets adjacent to the site to meet the latest adopted ADA standards.
13. The PUD development shall comply with the requirements of Augusta Engineering and Traffic Engineering, including but not limited to the permitting of new curb cuts.
14. Lighting in parking lots shall be directed downward and away from any nearby residences.

Administrative Services Committee Meeting

Meeting Date:

2025 – Recreation – Mower

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one toro mower at a total cost of $103,221.91 from Jerry Pate Turf & Irrigation for the Recreation department.
Background:	The Recreation and Parks Maintenance Division requests to replace asset #214076, a 2014 Toro 4000-D mower that is used for maintaining sports fields and surrounding mowing areas.
Analysis:	The Procurement Department approved the purchase from Jerry Pate Turf & Irrigation via letter of intent to purchase the one Toro 4000-D mower utilizing GA state contract #9999-001-SPD-0000177-0014 utilizing Fleet capital acct #272-01-6440/54-22510.
Financial Impact:	(1) – Toro 4000-D Mower - $103,221.91 Acct #272-01-6440/54-22510
Alternatives	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one toro mower at a total cost of $103,221.91 from Jerry Pate Turf & Irrigation for the Recreation department.

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: **Darrell White, Interim Director, Procurement Director**

FROM: **~~Ron Lampkin~~, Interim Director, Central Services Director**

DATE: **July 23, 2025**

SUBJECT: **Request to utilize Georgia state contract to purchase one mower for the Recreation Department**

Central Services-Fleet Management request to purchase one mower for the Recreation Department utilizing State Contract #9999-001-SPD-0000177-0014 from Jerry Pate Turf & Irrigation.

- Toro Grounds master 4000-D - $103,221.91

The Recreation and Parks Maintenance Division has requested a toro mower 4000-D for maintaining sports fields and surrounding mowing. The current Toro Mower, asset # 214076, has aged and is constantly in the shop for repairs.

Please approve the request to utilize the state contract to purchase the toro mower, once we receive the approval we will proceed with the agenda process for Augusta Commission approval. Funding has been identified in Fleet Capital account #272016440/54.22510.

Please contact Fleet Management with any questions or concerns.

RL/ls

Augusta GEORGIA
PARKS & RECREATION
2027 Lumpkin Road
Augusta, GA 30906

Memorandum

TO: LaQuona Sanderson – Fleet Manager

FROM: Alphonza C. Williams – Deputy Director of Maintenance

DATE: July 23, 2025

SUBJECT: **Toro Mower – Justification (Rec. & Parks Dept.)**

The Recreation and Parks Maintenance Division has requested the Type of Toro Mower, which will allow us to better maintain our sports fields and surrounding mowing areas better maintained. The current Toro Mower we have is aged and constantly placed in for repairs or down for long periods of time. Which when it is down it causes us to have use the smaller mowers making the mowing of the athletic fields a bit more difficult. Having this mower would be more cost efficient and allow more time to focus on the actual field maintenance.

Thank you,

Alphonza Williams- Deputy Director of Maintenance
Parks & Recreation Maintenance Department.

Alphonza Williams
Tel (706) 796-5025 | Fax (706) 457-1716
Awilliams5@augustaga.gov

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street North
Birmingham, AL 35203
800-700-7001
850-484-8596 (fax)
www.jerrypate.com

DATE: June 25, 2025
EXPIRATION DATE: Valid 30 Days

Proposed Order

Exclusively For: Attn: Fleet Department
Augusta - Richmond County
1568 Broad Street
Augusta, GA 30901
[Ph#] 706-821-2894
[Fax#]
[Customer Acct#]
[Email] kbraswell@augustaga.gov

Account Executive: Ryan McGee
404-270-0119 cell
rmcgee@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
		Toro Pricing Reflects The Georgia State Contract Discount **Contract # 99999-001-SPD-0000177-0014**		
		Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice. ***PLEASE INITIAL HERE*** _____		
1	**30609**	**Toro Groundsmaster 4000-D, 55 hp Yanmar Diesel**	$ 97,059.91	**$ 97,059.91**

Subtotal	**$**	**97,059.91**
Toro Surcharge 5%	**$**	**4,853.00**
Dealer Prep	**$**	**210.00**
Destination Fee	**$**	**1,099.00**
Total Proposal	**$**	**103,221.91**

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on costs and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

To accept this proposal, please sign and return _____ _____
Signature *Date*

_____ _____
Print Name *Title*

Thank you, we appreciate your business!

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation is pleased to provide you with the attached proposal for your consideration. During the past 60 days, our equipment manufacturers have been impacted by additional tariffs and higher-than-planned inflation related to materials and components. While they have been working to mitigate the associated cost impacts, it has become necessary to institute a 5% surcharge for all orders, as identified in your proposal, beginning March 26, 2025.

We understand that price adjustments are challenging for everyone. Please know, this decision was made after careful consideration. We will continue to monitor the economic environment and keep you informed of any further changes.

Thank you for your understanding and continued support. Should you have any questions or require further information, please do not hesitate to contact your Account Executive.

301 Schubert Drive • Pensacola • Florida • 32504 • 850-479-4653 • Fax: 850-484-8596

ECHO TORO Club Car

Administrative Services Committee Meeting

Meeting Date:

2025 Bid #25-218: Animal Transport Truck

Department:	Central Services – Fleet Management
Presenter:	Horace Green; Central Services Director
Caption:	Motion to approve bid #25-218 for the purchase of two 2026 Animal Transport Trucks at a total cost of $144,290 from Akins Ford for the Animal Services Department.
Background:	The Animal Services Department is requesting the following transport trucks to be replaced that have met the replacement criteria and surpassed life expectancy: • asset 212020: 2012 Ford F250, 168,564 miles • asset 213025: 2013 Ford F250, 137,999 miles The transport trucks are specialized vehicles designed for safely moving animals from one location to another.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a 2025/2026 Truck, Animal Transport. Invitations to bid were sent to 12 vendors and four responsive bids were received. Based on the proposals received, Akins Ford is the recommended vendor for the transport truck at a total cost of $72,145 for each truck, with an estimated delivery timeframe of September 2026.
Financial Impact:	Funding in the amount of $144,290 is available in the following SPLOST 8 account: • 330-03-1310/222-03-9006/54-22110
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve bid #25-218 for the purchase of two 2026 Animal Transport Trucks at a total cost of $144,290 from Akins Ford for the Animal Services Department.
Funds are available in the following accounts:	330-03-1310/222-03-9006/54-22110
REVIEWED AND APPROVED BY:	N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, August 22, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 812 1624 1832; Passcode: 25218** for furnishing:

Bid Item #25-218 2025/2026 Truck, Animal Transport for Augusta, GA – Central Service Department – Fleet Management Division

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, August 8, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

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

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

DARRELL WHITE, INTERIM Procurement Director

Publish:

Augusta Chronicle	July 17, 24, 31, 2025 and August 7, 2025
Metro Courier	July 17, 2025

Bid Opening - Bid Item #25-218 2025/2026 Truck, Animal Transport
for Augusta, Georgia - Central Services Department
Fleet Management Division
Bid Due: Friday, August 22, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 194
Georgia Procurement Registry: 1893
Total packages submitted: 4
Total Non-Compliant: 0

VENDORS	Eastern Shore Toyota 29732 Fredrick Blvd. Daphne, AL 36526	Stivers Brothers Automotive of Union City, LLC 4355 Jonesboro Road Union City, GA 30291	Serra Chevrolet Buick GMC 2340 Gallatin Pike N Madison, TN 37115	Akins Ford 220 W May Street Winder, GA 30680
Attachment B	YES	YES	YES	YES
E-Verify Number	381201	1215852	1150287	388164
SAVE Form	YES	YES	YES	YES
Exceptions	NO	NO	YES	YES
2025/2026 Truck, Animal Transport				
Chassis:	2025 Toyota Tundra	2026 Ford F-250	2026 Chevrolet Silverado 2500	2026 Ford F-250
Body:	2025 Toyota Tundra	2026 ARF.95	2026 Custom Fiberglass Coaches Bowie	Swab Wagon Company Inc. ARF.95
Bid Price:	$70,000.00	$73,290.00	$72,000.00	$72,145.00
Approximate Delivery Time:	90 DAYS	Aug-26	12 MONTHS	September 1, 2026

Augusta GEORGIA

Central Services Department

Horace Green, Director
LaQuona Porter, Fleet Manager

1568 Broad Street Bldg. C Augusta, Ga 30904
(706) 821-2892 Phone (706) 796-5077 Fax

MEMORANDUM

TO: **Andy Penick, Director, Procurement Department**

FROM: **Horace Green, Director, Central Services Department**

DATE: **September 2, 2025** 09/03/2025

SUBJECT: **Recommendation Memo for Bid #25-218 2025/2026 Truck, Animal Transport**

On August 22, 2025, four proposals were received for bid #25-218, 2025/2026 Truck, Animal Transport. Fleet Management recommends awarding Akins Ford for the purchase of two trucks at $72,145 each, totaling $144,290.

Akins Ford provided a bid for a Ford F-250 with a swab wagon animal compartment body. Animal Services' current transport trucks are all Ford F250 trucks. While the lowest compliant vendor submitted a qualifying proposal, their equipment would not continue standardization within Animal Services fleet.

Akins Ford is the recommended vendor as their proposal is only $145.00 higher than the lowest compliant vendor and continuing with Ford F250 units will maintain fleet standardization and ensure parts interchangeability for future maintenance and repairs. The funds are available in SPLOST VIII.

Thank you for your attention to this matter. Please contact Fleet Management if you have any questions or concerns.

HG/lp

Bid #25-218 2025/2026 TRUCK, ANIMAL TRANSPORT BID OPENING 08/22/25 @ 11:00am				
25-218	**Eastern Shore Toyota**	**Stivers Brothers Automotive of Union City, LLC**	**Serra Chevrolet Buick GMC**	**Akins Ford**
Year:	2025	2026	2026	2026
Make:	Toyota	Ford	Chevrolet	Ford
Model:	Tundra	F-250	Silverado 2500	F-250
DELIVERY:	90 Days	Aug-26	12 months	Sep-26
Bid Price	**$70,000.00**	**$73,290.00**	**$72,000.00**	**$ 72,145.00**

Augusta GEORGIA

Bid Opening - Bid Item #25-218 2025/2026 Truck, Animal Transport
for Augusta, Georgia - Central Services Department
Fleet Management Division
Bid Due: Friday, August 22, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 194
Georgia Procurement Registry: 1893
Total packages submitted: 4
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VENDORS	Eastern Shore Toyota 29732 Fredrick Blvd. Daphne, AL 36526	Stivers Brothers Automotive of Union City, LLC 4355 Jonesboro Road Union City, GA 30291	Serra Chevrolet Buick GMC 2340 Gallatin Pike N Madison, TN 37115	Akins Ford 220 W May Street Winder, GA 30680
Attachment B	YES	YES	YES	YES
E-Verify Number	381201	1215852	1150287	388164
SAVE Form	YES	YES	YES	YES
Exceptions	NO	NO	YES	YES
2025/2026 Truck, Animal Transport				
Chassis:	2025 Toyota Tundra	2026 Ford F-250	2026 Chevrolet Silverado 2500	2026 Ford F-250
Body:	2025 Toyota Tundra	2026 ARF.95	2026 Custom Fiberglass Coaches Bowie	Swab Wagon Company Inc. ARF.95
Bid Price:	$70,000.00	$73,290.00	$72,000.00	$72,145.00
Approximate Delivery Time:	90 DAYS	Aug-26	12 MONTHS	September 1, 2026

Nancy M. Williams

From: Nancy M. Williams
Sent: Thursday, September 4, 2025 3:52 PM
To: Darrell White
Cc: Tywanna Scott
Subject: Bid #25-218 2025/2026 Truck, Animal Transport
Attachments: Bid #25-218 Recommendation.pdf

Please review and advise if the recommendation of award is acceptable. The recommendation is not to the lowest vendor.

From: Kaycee Gordy <kg15630@augustaga.gov>
Sent: Thursday, September 4, 2025 3:42 PM
To: Tywanna Scott <TScott@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>
Cc: Laquona Porter <lporter@augustaga.gov>
Subject: Bid #25-218 Recommendation

Good afternoon,

Please see the attached bid #25-218 recommendation. The originals are going into interoffice mail.

Kaycee Gordy l Fleet Operations Specialist
Augusta – Richmond County l Central Services Department
1568 Broad St Bldg. C l Augusta, Georgia 30901
(p) 706-821-2894 l (c) 762-622-0744
kbraswell@augustaga.gov l www.augustaga.gov

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AED:104.1

ALLAN VIGIL FORD
6790 MT. ZION BLVD.
MORROW, GA 30260

MAVRON, INC.
152 SOUTH ZIMMER ROAD
WARSAW, IN 46580-2369

FAIRWAY FORD
4333 WASHINGTON ROAD
EVANS, GA 30809

GERALD JONES FORD
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30919

RANEW'S TRUCK & EQUIPT CO.
1308 HIGHWAY 41 NORTH
MILNER, GA 30257

SWAB WAGON COMPANY
ONE CHESNUT AVENUE
P.O. DRAWER 0
ELIZABETHVILLE PA. 17023

SHOR-LINE SCHROER MANUFACTURING CO.
511 OSAGE AVENUE
KANSAS CITY, KS 66105

AINLEY KENNELS
1450 RADFORD ROAD
DUBUQUE, IA 52002

GREENVILLE STERLING TRK CNTR
1501 WHITE HORSE R. & I85 EX44
GREENVILLE, SC 29065

WADE FORD
3860 S COBB DR. SE
SMYRNA, GA 30080

AKIN FORD/DODGE/JEEP
220 W MAY STREET
WINDER, GA 30680

HARDY FORD / MERCURY
1249 CHARLES HARDY PKWAY
DALLAS GA 30132

LAQUANA SANDERSON
CENTRAL SERVICES

PHYLLIS JOHNSON
COMPLIANCE

RON LAMPKIN
CENTRAL SERVICES

BID ITEM# 25-218
2025/2026 TRUCK ANIMAL TRANSPORT
FOR CENTRAL SERVICES DEPARTMENT
FLEET MAINT. DIVISION
BID DUE: 08/22/2025 @ 11:00 A.M.

BID ITEM# 25-218
2024/2025 TRUCK ANIMAL TRANSPORT
FOR CENTRAL SERVICES
DEPARTMENT FLEET MAINT DIVISION
MAILED 07/17/25

1 OF 1

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Friday, July 18, 2025 11:31 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000136

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000136
Event Title: 25-218 2025/2026 Truck, Animal Transport
Event Type: Non-State Agency

Process Log
2025/07/18 11:16:40 : Log starts for - 31495351 - EVENT_RELEASE_TO_SUPL
2025/07/18 11:16:45 : Email Process Log for the Event#: PE-72155-NONST-2025-000000136
2025/07/18 11:16:45 : Email Batch# 2507184121
2025/07/18 11:16:45 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/07/18 11:16:56 : Bad Email not sent to vanguardtrucks.com of TOM GRADDY ENTERPRISES LLC
2025/07/18 11:29:34 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/07/18 11:31:24 : Total No of Contacts found for sending Email: 1893
2025/07/18 11:31:24 : No of Email(s) not sent due to Bad Email Address: 2

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000136&sourceSystemType=gpr20

07/18/2025 11:31:24 AM

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on **links**, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

Planholders

Add Supplier | Export To Excel

Supplier (3)

Supplier	Download Date
Onvia, Inc. - Content Department	07/18/2025
Serra Chevrolet Buick GMC	07/24/2025
Wade Ford	08/11/2025

Add Supplier

Supplier Details

Supplier Name	Onvia, Inc. - Content Department
Contact Name	Content Source Management
Address	509 Olive Way, Suite 400 , Seattle, WA 98101
Email	sourcingsupport@deltek.com
Phone Number	206-373-9500

Documents

Filename	Type	Action
25-218_ITB	Bid Document / Specifications	View History

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Animal Services	Date:	11-Sep-25
Org Key:	101-03-9110		
Vehicle Description:	13 Ford F50	Asset Number:	213025
Assigned Use:	Transports animals to and from Animal Services.		
Signature of Director/Elected Official:	James H. Hill III		
Name of Director/Elected Official:	James H. Hill III		
Purchase Date:	5/3/2013		
Purchase Price:	$42,615.85		
Current Mileage:	137,999		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	14	
Type of Service	3	
M&R Cost	2	26% or $11,217.48
Reliability	3	
Condition	4	Age, wear and tear, needs repairs
Total Score	**26**	

Fleet Manager Recommendation:

The mileage is 137,999 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other division and will need to be sold on auction.

Planned Replacement Year:	
Funding Source:	SPLOST VIII
Fleet Manager Approval:	
Name of Fleet Manager:	LaQuona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Animal Services	Date:	11-Sep-25
Org Key:	101-03-9110		
Vehicle Description:	12 Ford F250	Asset Number:	212020
Assigned Use:	Transports animals to and from Animal Services.		
Signature of Director/Elected Official:	James H. Hill III		
Name of Director/Elected Official:	James H. Hill III		
Purchase Date:	6/4/2012		
Purchase Price:	$38,553.00		
Current Mileage:	168,564		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	17	
Type of Service	3	
M&R Cost	2	34% or $13,223.69
Reliability	3	
Condition	4	Age, wear and tear, needs repairs
Total Score	**29**	

Fleet Manager Recommendation:

The mileage is 168,564 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other division and will need to be sold on auction.

Planned Replacement Year:

Funding Source: SPLOST VIII

Fleet Manager Approval:

Name of Fleet Manager: LaQuona C. Porter, Fleet Manager

Central Services Director Approval:

Name of Director: Horace Green, Central Services Director

Commission Meeting

November 4, 2025

Evaluation Metrics

Department:	N/A
Presenter:	N/A
Caption:	Task the Administrator oversee all department Directors to evaluate each vendor contract for compliance, performance, and financial feasibility; develop a standardized evaluation metrics to guide and document the review process across departments. The metrics should provide clear criteria for assessing contract performance, compliance, and financial impact to the city. Findings from each department's review should be compiled into a consolidated report for presentation and recommendations to the Commission. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 30, 2025 8:42 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Items For 11/4/2025

Great Morning Ms. Bonner,

Below are agenda items I would like added.

1-Have the Administrator
oversee all department Directors to evaluate each vendor contract for compliance, performance, and financial feasibility; develop a standardized evaluation metrics to guide and document the review process across departments. The metrics should provide clear criteria for assessing contract performance, compliance, and financial impact to the city. Findings from each department's review should be compiled into a consolidated report for presentation and recommendations to the Commission.

2-Have RCCI report the total for the Inmate Mobile Units to construct the new RCCI Facility

3-Task Administrator Office with presenting evaluation metrics to be used for annual evaluations for each department Director in the next 90 days. Metrics for Directors should include a report of staff evaluations performed by the Directors.

4-Have the Commission Vote on the recommended Charter Review Final Rendering as conveyed to our citizens and Charter Review Committee Members at the onset of this process. The Commission Vote should take place prior to the Charter Change recommendation being sent to our State Delegation

5-Task the Administrator with developing a structured application and review process for nonprofit organizations requesting City funding.

Discuss the application process including:
1. Having NGO define, how their offering addresses a clearly defined measurable community need.
2. Metrics for determining long-term, positive community impact and sustainable results;
3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and
4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources.

Applications will be reviewed and scored by a committee

Kind Regards,



Stacy Pulliam

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Together V

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AED:104.1

Commission Meeting

November 4, 2025

Evaluation Metrics

Department:	N/A
Presenter:	N/A
Caption:	Task Administrator Office with presenting evaluation metrics to be used for annual evaluations for each department Director in the next 90 days. Metrics for Directors should include a report of staff evaluations performed by the Directors. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

November 4, 2025

Charter Review Final Rendering

Department:	N/A
Presenter:	N/A
Caption:	Have the Commission Vote on the recommended Charter Review Final Rendering as conveyed to our citizens and Charter Review Committee Members at the onset of this process. The Commission Vote should take place prior to the Charter Change recommendation being sent to our State Delegation. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 30, 2025 8:42 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Items For 11/4/2025

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Discuss the application process including:
1. Having NGO define, how their offering addresses a clearly defined measurable community need.
2. Metrics for determining long-term, positive community impact and sustainable results;
3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and
4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources.

Applications will be reviewed and scored by a committee

Kind Regards,



Stacy Pulliam

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Together V

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AED:104.1

Commission Meeting

November 4, 2025

NGO Funding Structure

Department: N/A

Presenter: N/A

Caption: Task the Administrator with developing a structured application and review process for nonprofit organizations requesting City funding.

Discuss the application process including:

1. Having NGO define, how their offering addresses a clearly defined measurable community need.

2. Metrics for determining long-term, positive community impact and sustainable results;

3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and

4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources.

Applications will be reviewed and scored by a committee. (Requested by Commissioner Stacy Pulliam)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 30, 2025 8:42 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Items For 11/4/2025

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1-Have the Administrator
oversee all department Directors to evaluate each vendor contract for compliance, performance, and financial feasibility; develop a standardized evaluation metrics to guide and document the review process across departments. The metrics should provide clear criteria for assessing contract performance, compliance, and financial impact to the city. Findings from each department's review should be compiled into a consolidated report for presentation and recommendations to the Commission.

2-Have RCCI report the total for the Inmate Mobile Units to construct the new RCCI Facility

3-Task Administrator Office with presenting evaluation metrics to be used for annual evaluations for each department Director in the next 90 days. Metrics for Directors should include a report of staff evaluations performed by the Directors.

4-Have the Commission Vote on the recommended Charter Review Final Rendering as conveyed to our citizens and Charter Review Committee Members at the onset of this process. The Commission Vote should take place prior to the Charter Change recommendation being sent to our State Delegation

5-Task the Administrator with developing a structured application and review process for nonprofit organizations requesting City funding.

Discuss the application process including:
1. Having NGO define, how their offering addresses a clearly defined measurable community need.
2. Metrics for determining long-term, positive community impact and sustainable results;
3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and
4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources.

Applications will be reviewed and scored by a committee

Kind Regards,



Stacy Pulliam

STA

Augus
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Augu

Together V

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AED:104.1

Engineering Services Committee Meeting

Meeting Date: 11/04/2025

ECSDC Grant Award and Agreement

Department:	Utilities Department
Presenter:	Wes Byne, Director
Caption:	Motion to approve authorization of a grant agreement and funding acceptance under the Emerging Contaminants, Small and Disadvantaged Communities (ECSDC) Grant Program between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for the preliminary study and design services as it relates to evaluation of the presence of Per- and Polyfluoroalkyl Substances (PFAS) in the groundwater system of Augusta. Approval of this item will include the ability for electronic signature by Augusta.
Background:	The (ECSDC) Grant Program was established under the Water Infrastructure Improvements for the Nation (WIIN) Act. The grant is designed to help public water systems reduce exposure to (PFAS). This grant funding will benefit Augusta in compliance with Safe Drinking Water Act (SDWA) and maintaining water quality.
Analysis:	Augusta Utilities Department has been awarded a $3,720,000.00 grant through the ECSDC Grant Program. The grant funds will support preliminary activities including sampling and analysis of PFAS compounds, evaluation of treatment alternatives, and development of design plans for future treatment improvements and infrastructure upgrades at Augusta's drinking water treatment facilities.
Financial Impact:	This grant is in the amount of $3,720,000.00 with no local match.
Alternatives:	No alternative is proposed.
Recommendation:	Approve authorization of a grant agreement and funding acceptance under the Emerging Contaminants, Small and Disadvantaged Communities (ECSDC) Grant Program between the Georgia Environmental Finance Authority (GEFA) and Augusta, Georgia for the preliminary study and design services as it relates to evaluation of the presence of Per- and Polyfluoroalkyl Substances (PFAS) in the groundwater system of Augusta. Approval of this item will include the ability for electronic signature by Augusta.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Hunter Hill
Executive Director

Recipient Execution Checklist

Borrower Name: AUGUSTA-RICHMOND COUNTY Loan Number: ECSDC2023007

For your convenience, this electronic checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please complete this checklist by , .

Agreement

Click link, electronically sign and include image of borrower's seal where designated.

If needed, you can download and print the agreement prior to submitting with your electronic signature by clicking this link.

Exhibit F: Recipient Affidavit

Click link to download document then complete offline, scan and reload to this link. **This affidavit verifies the recipient's compliance with O.C.G.A 13-10-91. The same people must sign all the documents.**

Signature Card

Click link to download document then complete offline, attest (not one of the signers), scan and reload to this link.

Vendor Authorization for ACH Electronic Funds Transfer

Click link to download document then complete offline with a voided check, voided deposit ticket or verification letter on bank's letterhead attached, scan and reload to this link.

W-9 Request for Taxpayer Identification Number and Certification

Click link to download document then complete offline, scan and reload to this link.

Project Performance Worksheet

Click this link and electronically complete.

47 Trinity Ave SW | Fifth Floor
Atlanta, GA 30334

P: 404-584-1000 | F: 404-584-1069
gefa.georgia.gov

ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
   - A computer or mobile device with internet access
   - A current web browser that includes 128-bit encryption
   - Software capable of viewing and printing PDF files
   - A valid email address

Request for Paper Copies: Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

Legal Effect: Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

Consent Acknowledgment: By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

Electronic Signature:

- Signer's Full Legal Name: ES Signature Full Name
- Electronic Signature: ES Signature
- Date: ES Date

Contact Information: If you have any questions or concerns regarding electronic signature and consent, please contact Susan Lucki, Director of Administration, at slucki@gefa.ga.gov.

ECSDC2023007

Grant Award Number 66.442

Assistance Listing Number (ALN): #

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY: EMERGING CONTAMINANTS, SMALL AND DISADVANTAGED COMMUNITIES GRANT PROGRAM

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

AUGUSTA-RICHMOND COUNTY

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

GRANT AGREEMENT

BY AND BETWEEN
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
AUGUSTA-RICHMOND COUNTY
AND

THIS AGREEMENT made by and between the Georgia Environmental Finance Authority hereafter referred to as "GEFA", and the _____,
an eligible local government unit, hereafter referred to as "Recipient".

WHEREAS, the state of Georgia is authorized to assist Georgia's municipalities, counties and authorities with loans and grants for construction of environmental facilities projects; and

WHEREAS, said assistance is consistent with the powers and duties of GEFA as specified in O.C.G.A. Section 50-23-5; and

WHEREAS, certain funds are available for the purposes set forth herein; and

WHEREAS, Recipient warrants that it has the authority to expend monies for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. **SCOPE OF PROJECT.** GEFA agrees to grant, and Recipient accepts, funds to be used by Recipient for the purposes of the project as specified in **Exhibit A** (**the "Project"**), which is incorporated by reference and made a part of this Agreement. The Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD) has completed or will complete all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by Recipient's engineer (the **"Engineer"**). Any changes to the scope of the Project must receive prior approval from GEFA in writing.

2. **REPRESENTATIONS.** Recipient is a Local Government and hereby represents that:

(a) The Local Government is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Agreement and to perform its obligations there under; and

(b) The execution of this Agreement and the project for which the Grant Award will be made have been duly authorized; and

(c) The representations made in this Agreement and all exhibits hereto, including but not limited to the Application, do not contain any untrue statements and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading.

3. PROJECT BUDGET. Subject to the availability of funds for such purpose, GEFA agrees to grant, and Recipient accepts, the sum of $3,720,000 $_____ funds to be used by Recipient for the purposes as specified in **Exhibit B,** which is incorporated by reference and made a part of this Agreement. Any changes to the project budget, including amount of funds expended, must receive prior approval from GEFA in writing.

Compensation. The total compensation under this contract shall not exceed THREE MILLION SEVEN HUNDRED TWENTY THOUSAND
3,720,000
_____ **DOLLARS AND ZERO CENTS ($**_____**).** Said amount shall constitute full and complete compensation for the scope of services as described in **Exhibit A.**

Local Contribution: The Recipient will contribute a minimum
ZERO
0
0
_____ **DOLLARS AND ZERO CENTS ($**_____**),** or _____ percent of eligible required contributions, in services or cash contributions toward the performance of services as described in **Exhibit A** of this agreement.

4. METHOD OF PAYMENT. The Recipient shall submit a monthly invoice (hereinafter "Invoice") on the 10th day of each month for reimbursement of expenses incurred during the previous month, and a written report using the format described in section 3 below. The invoice shall include a financial summary demonstrating the various fund source allocations, with the grant agreement portion 100 percent (100%) and no (0%) local funding. The Recipient shall certify in writing the accuracy of each invoice. Payment shall be made upon determination by GEFA that the scope of services items contained in this agreement, including deliverables and reporting requirements, for the period have been provided and have been approved by GEFA. If approved, GEFA will make payment to Recipient within 30 days of receipt by GEFA of a complete and proper invoice. GEFA will transfer funds to the account designated by Recipient. The payment to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of **Exhibit B** and contemplated by the Plans and Specifications approved by the EPD.

Each invoice shall, at a minimum, contain:

(1) A requisition for such payment, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Recipient Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Recipient and that the same is a cost of the Project and is presently due and payable or has been paid by the Recipient and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Recipient has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Recipient is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Recipient.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the GEFA as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

(3) The accompanying written report with the invoice, must contain:

(A) Type of work being conducted, work status, work progress, difficulties encountered, and preliminary project results.

(B) A comparison of the percentage of the project complete to the project schedule and an explanation of significant discrepancies and any cost overruns.

(C) Description of any key personnel changes

(D) Description of the underserved communities and population impacted, public health benefits.

5. AGREEMENT TO ACQUIRE, CONSTRUCT, AND INSTALL THE PROJECT. Recipient covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by Recipient and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. Recipient may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and GEFA. Said written approval of the Engineer and GEFA may not be waived and is a **material** term of this agreement. Recipient agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, Recipient shall commence and

complete each activity or event by the deadline stated in the Project Schedule specified in **Exhibit C**.

6. ESTABLISHMENT OF COMPLETION DATE. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to GEFA by a certificate of completion signed by the Authorized Recipient Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of Recipient to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed. The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

7. COMMITMENT EXPIRATION DATE. Recipient agrees that the grant funds specified herein will expire March 1, 2026. All costs not submitted for reimbursement will automatically revert to GEFA.

8. HOLD HARMLESS OBLIGATIONS. To the extent allowable by law, Recipient hereby agrees to the following hold harmless provisions:

(a) Recipient shall hold GEFA, its agents, and employees, harmless from and shall defend it against any and all claims resulting from or arising out of the grant, including, without limitation, damage claims for injury to persons or property.

(b) Recipient has submitted an application for the funds herein and expressly acknowledges that GEFA, its agents and employees, in passing through such funds, has neither assumed nor undertaken any legal duties to Recipient or others. Recipient agrees to make no claims or demands against GEFA, its agents, or employees, for any damages that may result from or arise out of the disbursement of the funds hereunder, even if such claims or demands are made against Recipient.

9. CONFLICTS OF INTEREST. Recipient hereby attests that all of the officials of Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. Sections 45-10-20 through 45-10-28 and 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the terms of this Agreement.

10. LAWS AND ORDINANCES. Recipient will comply with all applicable federal and state laws, and local ordinances, including those that govern the procurement of goods and services.

11. REPORTING, MONITORING AND AUDITS. Upon request, Recipient agrees to provide GEFA or State Auditor with any information GEFA deems necessary to monitor

the performance of this agreement, and further agrees that these funds shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all grant funds. Recipient agrees to submit reports for this project to GEFA quarterly, or at a greater frequency determined by GEFA. Recipient understands that any unresolved findings, whether based on a report, an audit report, financial statement, or the final report, shall preclude Recipient from applying for and receiving any further grants from GEFA.

12. OPEN RECORDS AND OPEN MEETINGS. All documents collected or produced by Recipient for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by Recipient under the Georgia Open Records Act, O.C.G.A. Section 50-18-70 *et seq* (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Recipient shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause. Recipient also certifies that in approving this Agreement, it has complied with the requirements of O.C.G.A. Section 50-14-1 regarding Open Meetings.

13. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS. Recipient represents that it is familiar with and complies where applicable to the Governor's Executive Orders concerning ethics matters, including the Executive Order dated April 1, 2021, and all previous ethics Executive Orders. In this regard, Recipient certifies that any lobbyist employed or retained by Recipient, or his firm has both registered and made the required disclosures required by the Executive Orders.

14. COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT. Recipient certifies that it will comply with O.C.G.A. Section 13-10-91 relating to the verification of the status of newly hired employees as specified in **Exhibit F**, attached hereto and incorporated herein by reference.

15. RECORD RETENTION AND ACCESS. Recipient shall retain all books, records, documents, and other material relevant to this Agreement for six years from the end of the grant term following the year in which the actual grant funds were directed. Authority or the State Auditor, through any authorized representative shall have access to and the right to examine all records, books, papers, or documents related to the Agreement.

16. ALL EXHIBITS CONTAINED HEREIN. All exhibits and attachments to this Agreement and the introductory whereas clauses are incorporated herein.

17. ENFORCEABILTY OF PROVISIONS. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. AGREEMENT ALTERATIONS AND AMENDMENTS. Any amendments, to this agreement shall not be binding unless and until said changes are in writing and signed by authorized signors of the respective parties to this agreement.

19. CONSTRUCTION OF AGREEMENT. The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of the Agreement; and, therefore, the parties agree that this Agreement shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The Section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. ALL WRITING CONTAINED HEREIN. This Agreement contains all terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

22. Reports. Recipient shall prepare and submit reports to GEFA.
(1) Progress Reports quarterly progress reports indicating the work accomplished, outcomes and deliverables under the agreement to date, any problems encountered, and ameliorative actions taken, and a forecast of work for the next report period.

(2) Final Report. Within one (1) month after the construction completion, the recipient shall prepare and submit to GEFA for approval, a final report of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____day of _____ 20_____.

AUGUSTA-RICHMOND COUNTY

Signature:_____

Print Name:_____

Title:_____

(SEAL)

Attest Signature:_____

Print Name:_____

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature:_____
Hunter Hill
Executive Director

(SEAL)

Attest Signature:_____

Print Name:_____

EXHIBIT A

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: AUGUSTA-RICHMOND COUNTY

Grant Number: ECSDC2023007

The appropriation of funds under this agreement would allow the AUGUSTA-RICHMOND COUNTY to address any or all elements of infrastructure, including labor and material costs, that either help comprise or support includes a pilot study to treat per-and polyfluoroalkyl substances (PFAS), the installation of PFAS remediation technology and upgrades to the drinking water treatment plant and related appearance. Furthermore, the scope includes any or all professional consulting service associated with this project including but not limited to legal, environmental, and engineering.

EXHIBIT B

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: AUGUSTA-RICHMOND COUNTY

Grant Number: ECSDC2023007

ITEM	ECSDC2023007	Column 2 Name	Column 3 Name	TOTAL
Project Scope	$ 3,720,000	$SDC Project S...	$Local Cont. ...	$ 3,720,000

*In no event shall the Lender be liable for any amount exceeding the grant amount contained in Section 2 of this Agreement.

EXHIBIT C

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: AUGUSTA-RICHMOND COUNTY

Grant Number: ECSDC2023007

ACTION	DATE
Plans & Specs Submitted to EPD	OCTOBER 2025
Bid Opening	N/A
Notice to Proceed	N/A
Completion of Construction	MARCH 2026

EXHIBIT D
PAGE 1 OF 2

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Grant Number: ECSDC2023007

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. Recipient must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. Recipient must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. Recipient must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. Recipient may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. Recipient must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, Recipient shall provide GEFA with copies of the following:

A. Proof of advertising;
B. Certified detailed bid tabulation;
C. Engineer's award recommendation;
D. Governing body's award resolution;
E. Executed contract documents, including plans and specifications;
F. Construction and payment schedules;
G. Notice to proceed;
H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to Recipient by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
I. Summary of plans for on-site quality control to be provided by Recipient or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If Recipient wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to GEFA that specific requirements be waived. Based on specific circumstances of the request, GEFA may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. Recipient is required to notify GEFA at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from GEFA may participate.

FEDERAL REQUIREMENTS

Recipient: AUGUSTA-RICHMOND COUNTY

Grant Number: ECSDC2023007

1. Recipient covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. Recipient further covenants that the Project will be constructed in compliance with state of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. Recipient will comply with all federal and state of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. Recipient covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. Recipient agrees to submit to GEFA copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of GEFA to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under GEFA. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to GEFA, with copy to Recipient within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. Recipient acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. Recipient shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Recipient certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Recipient, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then Recipient shall fully disclose same to GEFA, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Recipient will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. Recipient will not discriminate against any employee or applicant for employment because of a disability. Recipient will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.

10. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Drinking Water State Revolving Fund Policy Guidelines, which the Recipient understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608 and/or "Build America Buy America Requirement") unless (i) the Recipient has requested from GEFA and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) GEFA has otherwise advised Recipient in writing that the American Iron and Steel Requirement or the Build America Buy America Requirement is not applicable to the Project.

11. Reserved.

12. Recipient will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or GEFA such as performance indicators of program deliverables, information on costs and project progress. Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. Recipient shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. Recipient will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, Recipients must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Recipient

who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

1) Bidder's name with point of contact;

2) Bidder's mailing address, telephone number, and email address;

3) The procurement item on which the bidder bid or quoted, and when; and

4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Recipients receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

16. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014);

1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2) Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3) Recipient shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

EXHIBIT F

RECIPIENT AFFADAVIT

AUGUSTA-RICHMOND COUNTY

Recipient:

ECSDC2023007

Grant Number:

By executing this affidavit, the undersigned Recipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Recipient will continue to use the federal work authorization program throughout the contract period and the undersigned Recipient will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Recipient hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number **(E-Verify Number)**

_____

Date of Authorization

_____

Name of Recipient

_____

Name of Project

_____

Name of Public Employer

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

Executed on _____, ___, 201__, in _____ (city), _____(state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

_____

NOTARY PUBLIC
My Commission Expires:_____

EXHIBIT G

Local Funds Match Certification

(This form must be submitted with final contract billing.)

I, _____ certify the following local funds and/or in-kind resources were provided:
PRINT NAME (AUTHORIZED REPRESENTATIVE)

_____ in the amount of $ _____
TYPE AND SOURCE OF PUBLIC FUNDS (LOCAL GOVERNMENT)

_____ in the amount of $ _____
TYPE AND SOURCE OF PRIVATE FUNDS (NON-LOCAL GOVERNMENT)

_____ in the amount of $ _____
TYPE AND SOURCE OF IN-KIND RESOURCES

_____ in the amount of $ _____
TYPE AND SOURCE OF FEDERAL FUNDS

and were used to match federal funds paid during the time period of _____ through _____ for

_____.
CONTRACT TITLE AND GEFA AGREEMENT NUMBER

NAME OF ENTITY	
AUTHORIZED REPRESENTATIVE'S SIGNATURE	DATE
TITLE OR POSITION	TELEPHONE NUMBER

Instructions

Name: Enter the name of the entity's representative authorized to complete certification form.

Type and source of funds: Enter the type and source of funds used on the applicable line.

In-kind sources need specific identification showing who donated the item(s) (e.g., volunteers, building use, etc.).

Dollar amount: Enter the amount of matching funds paid/provided during the time period. Dollars reported must agree with amount on the final billing.

Time frame: Enter the period of time the services were provided.

Contract title / GEFA agreement number: Enter the title of the contract and the GEFA agreement number for which match funds were provided.

Name of entity: Enter the name of the entity that is providing the required match.

Authorized representative's signature: The signature of the entity authorized representative.

Date: Enter the date the form was completed.

Title or position: Enter the Title or position of entity authorized representative

Telephone number: Enter the Area code and telephone number of authorized representative.

EXHIBIT F

RECIPIENT AFFADAVIT

Recipient:

Grant Number:

By executing this affidavit, the undersigned Recipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Recipient will continue to use the federal work authorization program throughout the contract period and the undersigned Recipient will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Recipient hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number **(E-Verify Number)**

_____
Date of Authorization

_____
Name of Recipient

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, ___, 202__, in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC
My Commission Expires:_____

AUTHORIZED SIGNATURE CARD
FOR DRAWDOWN OF PROCEEDS
UNDER GEFA PROGRAMS

Name of Recipient:	GEFA Project Number

SIGNATURES OF OFFICIALS AUTHORIZED TO DRAW ON THE CITED PROJECT

☐ ONLY ONE SIGNATURE REQUIRED ON PAYMENT VOUCHERS

OR

☐ ANY TWO SIGNATURES REQUIRED TO SIGN OR COUNTERSIGN

Typed Name and Signature	Typed Name and Signature
Typed Name and Signature	Typed Name and Signature

I certify that the signatures above are of the individuals authorized to request payment under the project cited above.
(The attesting official below cannot be one of the officials that is named above as authorized to sign draw requests)

SIGNATURE OF ATTESTING OFFICIAL (Recipient) _____ DATE _____

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
ACH DEPOSITS/WITHDRAWALS AUTHORIZATION FORM

Please complete this form and return to:
GEFA Financial Services Division, 47 Trinity Avenue SW, 5th FL
Atlanta, GA 30334-9006 Email: finance@gefa.ga.gov
404-584-1000

Yes

Use this information for all GEFA business: ☐
(if selected, this information will supersede prior information provided)

Invoice or Award/Project Number:

PAYEE LEGAL NAME

Payee Name:

Payee Address Line 1:

Payee Address Line 2:

City/State/Zip Code:

Payee Information:

Federal Employer Identification No. OR Social Security No,, if sole proprietor or not incorporated

Contact Information:

Finance Contact Name:

Finance Contact Phone No,:

Finance Email Address (deposits):

Finance Email Address (withdrawals):
(if different from deposits email address)

SAM Unique Entity Identification No.:

E-Verify No.:

E-Verify Date of Authorization/Issuance:

These instructions are authorized, and the terms and conditions for Electronic Funds Transfer deposits and withdrawals included in the instructions are accepted by the below authorized representative:

Printed Name:

Authorized Signature and Date:
(electronic signature is accepted)

FINANCIAL INSTITUTION FOR DEPOSITS

Bank Name:

Bank Address Line 1:

Bank Address Line 2:

City/State/Zip Code:

Bank Phone No.

ABA/Routing No.:
(must be nine digits)

Account No.:
(include all leading zeroes, if any)

Use same information above for withdrawals to repay loans: Yes ☐ No ☐

(if no, please complete the section below)

FINANCIAL INSTITUTION FOR WITHDRAWALS

Bank Name:

Bank Address Line 1:

Bank Address Line 2:

City/State/Zip Code:

Bank Phone No.:

ABA/Routing No.:
(must be nine digits)

Account No.:
(include all leading zeroes, if any)

Important Information:

A signed letter on your bank's letterhead, a voided pre-printed check, or voided pre-printed check verifying your account information must accompany this completed form. Please complete this form in it's entirety. Your account setup will be delayed if the form is not complete and will be returned until all applicable information requested is received. Due to increasing fraud and identify theft, additional account verification measures may be required by the Georgia Environmental Finance Authority or agents of its component unit.

INSTRUCTIONS

Header Section:

If you would like the Georgia Environmental Finance Authority (or its component unit) to use this banking information for every deposit or withdrawal for you or your organization, click the upper
1 right check box.
2 Invoice or Award/Project Number. This information may be pre-filled. If not, and you have not selected the above check box, indicate the invoice or document number for deposit or withdrawal.

Payee Legal Name Section:

1 Enter payee's legal name, address, payee, and contact information in the indicated fields.
2 SAM.GOV Unique Entity Identification No. A Unique Entity Identifier (UEI) number is a unique nine-digit identifier for businesses, issued by SAM (System for Award Management). You can think of it as your business's social security number, except you have to request one rather than automatically being assigned one.
3 E-Verify No. Is a number assigned to each participating employer in the United States that serves as a unique identifier for their E-Verify account, which is a web-based system used to verify the employment eligibility of newly hired employees.
4 E-Verify Date of Authorization/Issuance. This date is the date you registered for E-Verify.
5 Printed Name. Type name of financial contact.
6
Authorized Signature and Date. An authorized representative who is listed as a bank contact must sign form electronically or by ink. Please date when the form was signed and authorized.

Financial Institution for Deposits Section:

1 Provide bank name, address, and phone number.
2 ABA/Routing No. Enter your ABA (America's Banking Association) number oftentimes referred to as routing number for the financial institution.
3 Account No. Enter your checking or savings account number to receive deposits into.

Primarily For Loan Recipients and other entities who allow electronic debit:

As a convenience, if you are using the same banking information for deposits and withdrawals, please indicate so and skip this section.

Financial Institution for Withdrawals Section:

1 Provide bank name, address, and phone number.
2 ABA/Routing No. Enter your ABA (America's Banking Association) number oftentimes referred to as routing number for the financial institution.
3 Account No. Enter your checking or savings account number to have funds withdrawn from.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Water Project Performance

PPW Add Loan Project Performance Worksheet

Save & close Cancel

GEFA Project Performance Worksheet

Please complete this worksheet and submit it to the Georgia Environmental Finance Authority (GEFA). GEFA requires submission of this worksheet in order to execute your loan documents and disburse funds for your project. GEFA uses this information to properly classify your loan and to fulfill federal and state reporting requirements.

The form consists of five sections. Please complete all sections. The form cannot be saved to work on at a later time. Please be prepared to complete the form at one time.

GEFA will email a copy of your completed Project Performance Worksheet for your records. In the "Contact Email" field below, please provide the email address you wish GEFA to use to mail a copy of the completed form.

Should you need help in filling out any fields, please scroll over the yellow "i" icon next to the field heading for more information.

1. Borrower and Project Information

Borrower Name *

Search and select

Project Name (optional)

Population Served by Your System *

# of New Customers Added to Your System by this Project (if any)

Population Served by This Project

Contact Email Address *

2. Loan Information

GEFA Loan Number *

First choose Borrower Name

GEFA Loan Amount

3. Project Location

Please provide the information requested below as it relates to the location of *the project(s)* for which you are using GEFA loan funds.

Address of Project *

Search for an address

Street 1

Street 2

City

Select a State/Region...

Postal Code

Project County *

Search and select

Project River Basin *

Search and select

Project Watershed (HUC 8 area) *

First choose Project River Basin

For reference, you can click to see a map of Georgia's 14 river basins or a map of Georgia's 52 watersheds.

Project Water Planning Region

Project Regional Commission

Project Coordinates - Latitude *

Project Coordinates - Longitude *

If you do not know the latitude and/or longitude coordi
project, you can look them up here:
http://www.latlong.net

4. Project Classification & Performance

Number / Name of Component 1 *	GEFA $ Amt. *	Construction Start *	Performance Metric *	Unit of Measurement for Metric *
Search and select		mm-dd-yyyy		
Number / Name of Component 2	**GEFA $ Amt.**	**Construction Start**	**Performance Metric**	**Unit of Measurement for Metric**
Search and select		mm-dd-yyyy		
Number / Name of Component 3	**GEFA $ Amt.**	**Construction Start**	**Performance Metric**	**Unit of Measurement for Metric**
Search and select		mm-dd-yyyy		

Number / Name of Component 4	GEFA $ Amt.	Construction Start	Performance Metric	Unit of Measurement for Metric
Search and select		mm-dd-yyyy		

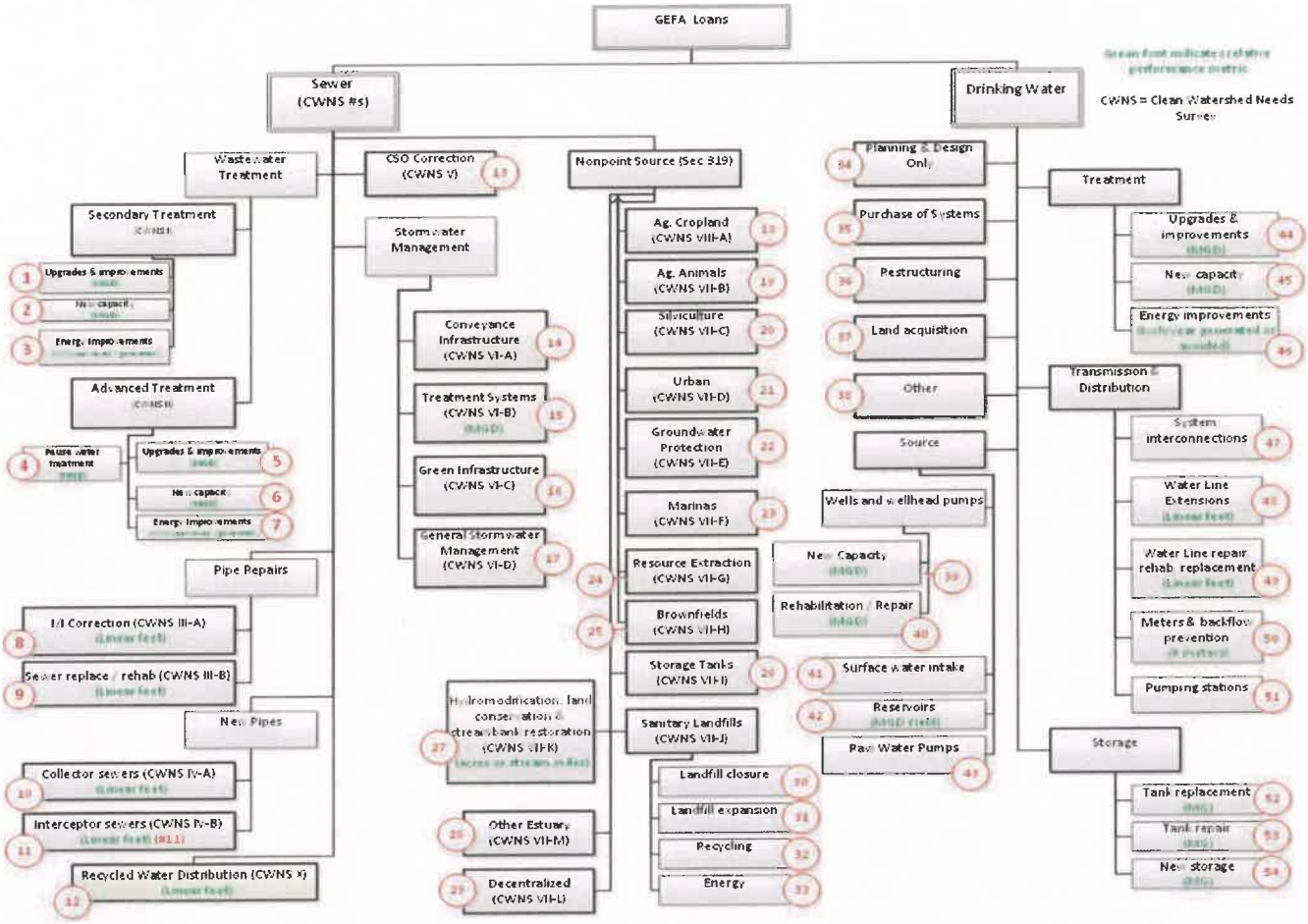
Number / Name of Component 5	GEFA $ Amt.	Construction Start	Performance Metric	Unit of Measurement for Metric
Search and select		mm-dd-yyyy		

TOTAL AMOUNT

$0.00

Project Classification Diagram

GEFA's project classification diagram appears below. If you need more information about GEFA's project classification or want to see definitions for any of the terms, please click this link for GEFA's Project Classification Overview.



We have additional project performance questions. Please provide answers if these apply to any component of your project.

Number of private wells replaced by this project (if any)

Number of septic tanks eliminated by this project (if any)

If the loan supports an economic development project, how many permanent jobs will be created?

If the project funded by this loan will impact a stream segment(s) with impaired water quality(i.e. the stream segment appears as an impaired segment on Georgia s 305(b)/303(d) lists) and/or will implement a Total Maximum Daily Load (TMDL) with a Point Source Treatment Facility, please provide us requested detail below:

Number of stream miles to be protected / enhanced

Name of stream segment(s) to be removed from 305(b)/303(d) List

5. Compliance Information

Please tell us how this project improves your environmental and water system compliance.

Water Quality Project **Drinking Water / Water Supply Project**

This project will allow you to (check all that apply):

- ☐ Comply with applicable permit (NPDES, LAS, Industrial Pretreatment)
- ☐ Comply with Georgia Rules and Regulations for Water Quality Control
- ☐ Address Noncompliance Documentation Letter
- ☐ Address Notice of Violation
- ☐ Address Consent Order
- ☐ Address Administrative Order
- ☐ Address Emergency Order
- ☐ Implement a Best Management Practice (BMP)
- ☐ Comply with Georgia Nonpoint Source Management Plan

This project will allow you to (check all that apply):

- ☐ Meet EPD Minimum Standards for Public Water Systems
- ☐ Comply with Rules for Safe Drinking Water Requirements
- ☐ Address Sanitary Survey Deficiency
- ☐ Address Notice of Violation
- ☐ Address Consent Order
- ☐ Address Administrative Order
- ☐ Address Court Order
- ☐ DW - Consolidate Systems

Save & close Cancel

Engineering Services Committee Meeting

10/142025 1:20 PM

Motion to approve that the portions of Dogwood Terrace Apartments, 722 feet of Bolt Drive, as shown on the attached plat be abandoned as they have ceased to be used by the public to the extent that there is no substantial public interest, per results of public hearing held October 1, 2025, regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2.

Department: Legal Department

Presenter: Jim Plunkett

Caption: Motion to Approve **t**hat the portion of Dogwood Terrace Apartments, consisting of approximately 722 feet of Bolt Drive as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served, and that its removal from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. § 32-7-2; further, that this action is subject to Engineering recommendations, and the Mayor is authorized to execute any necessary documents to process this approval.

.

Background: Dogwood Terrace Apartments is a property owned by the Housing Authority (hereinafter "HA"), which has now been vacated by residents or has residents scheduled for relocation. The abandonment request has been reviewed by all essential county departments and administrators with no objections being made to this abandonment request. The HA is in the process of redeveloping the site, and all roads in question lie within the boundaries of HA property. For the redevelopment to proceed as planned, Augusta, Georgia must formally abandon the roads located within the property boundary. Pursuant to the Cooperation Agreement entered into on November 13, 2013, and attached here to this item, between the Housing Authority and Augusta-Richmond County, the land would be sold to the HA for $1. Bolt Drive was the last remaining road to be abandoned within the property.

Analysis: In addition, public notice of the proposed road abandonment was published on September 10, 2025, and September 17, 2025. A public hearing was held on October 1, 2025. Notices were also mailed to all adjoining property owners, in accordance with O.C.G.A. § 32-7-2(b)(1). The Law Department have not received adverse comments or objections by mail in response to the advertisement or mailings but did receive comments from the public that appeared at the public hearing. One Mr. Treyvon Beale opposed the closing of 2050 Bolt Drive as they gave away free food to the public. He had other comments, but none of his comments were regarding Bolt Drive being abandoned, they were regarding Dogwood Terrace as a whole. Ms. Arvelle

Robinson asked about the residents of the neighborhood adjoining Dogwood Terrace and how they would traverse to Old Savannah Road. She was informed they could take Nellieville Road to Fifteenth Street to Old Savannah Road. Ms. Jaleyah Dekle asked about the project that was going to be built in place of Dogwood and Mr. Douglas Freeman spoke to all three individuals at length after the public hearing so that they were well informed before leaving. Minutes of the hearing and a transcript are attached to this item.

Financial Impact: Cost of publication and advertisement of public hearing.

Alternatives: Do not approve and Augusta maintains responsibility for the road.

Recommendation: Approve the abandonment of Bolt Drive. HA will take over ownership and maintenance of any public storm conveyance system present within the Complex boundary and the redevelopment project can continue.

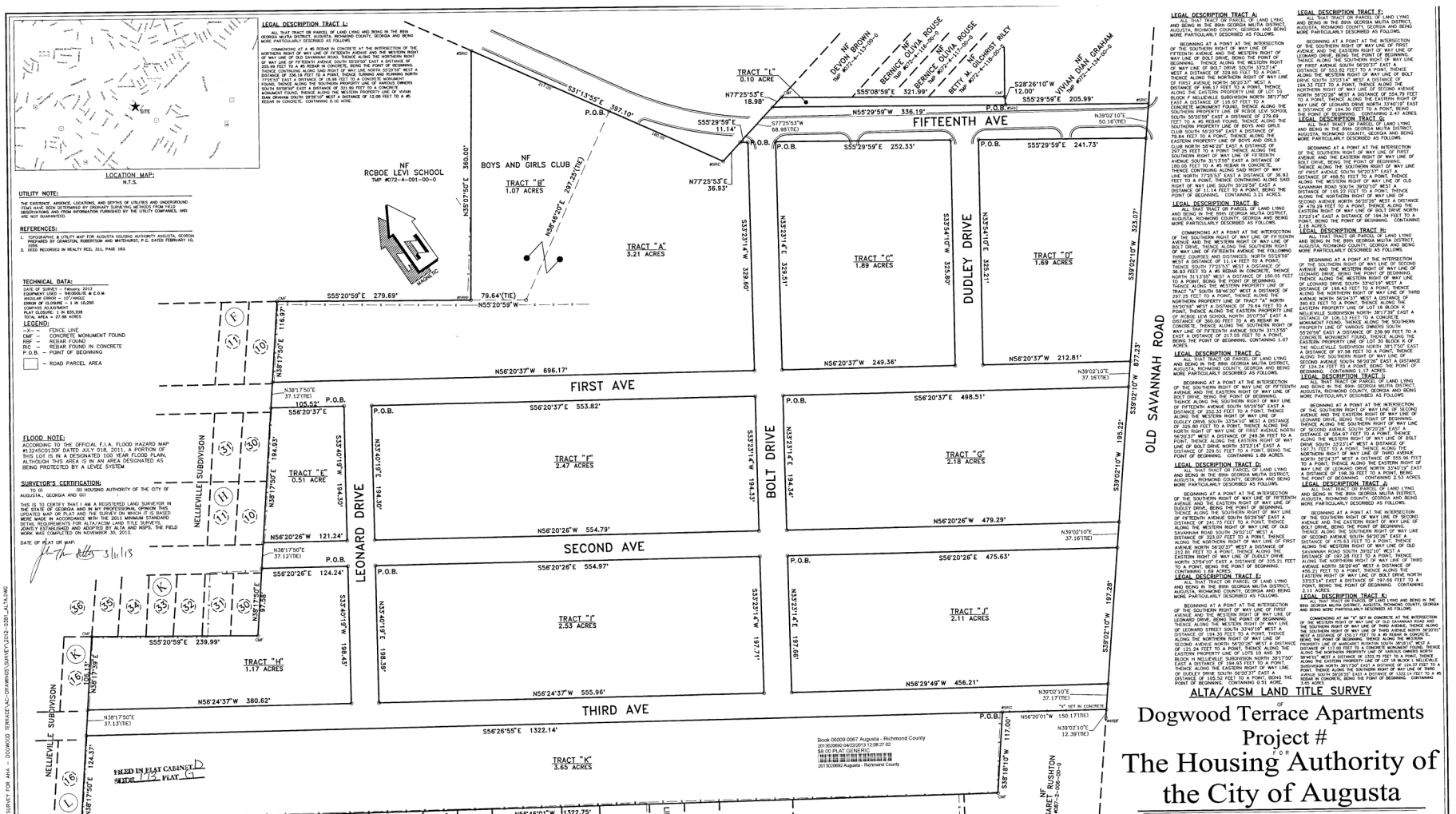
Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Law.

Engineering.

Planning.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2308513&k...
GSCCCA.org - Image Index
3/4/2025, 12:16 PM



LOCALiQ

The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Christi Garcia
Augusta Law Department
535 Telfair ST # 3000
Augusta GA 30901-2386

STATE OF GEORGIA, COUNTY OF RICHMOND

The Augusta Chronicle, a newspaper that is generally circulated in the county of Richmond and in the area adjacent thereto, State of Georgia, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

09/10/2025, 09/17/2025

and that the fees charged are legal.
Sworn to and subscribed before on 09/17/2025

NOTICE OF A PUBLIC HEARING TO CONSIDER A PROPOSED DETERMINATION BY THE AUGUSTA-RICHMOND COUNTY COMMISSION TO ABANDON A PORTION OF THE OF DOGWOOD TERRACE APARTMENTS APPROXIMATELY 722 FEET OF BOLT DRIVE.

Pursuant to **O.C.G.A. § 32-7-2,** notice is hereby given that the Augusta-Richmond County Commission will meet to decide whether the public has ceased to use **a portion of the Dogwood Terrace Apartments, approximately 722 feet of Bolt Drive** that has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the country road system is otherwise in the best interests of the public, and, accordingly, whether Augusta, Georgia should abandon the road as a part of the City's road system and quitclaim the property to the adjoining landowner.

Pursuant to **O.C.G.A. § 32-7-2**, a Public Hearing on the proposed abandonment of the road as described will be held on **Wednesday, October 1, 2025, at 1:00 P.M., in the Lee N. Beard Commission Chamber, Augusta-Richmond County, Municipal Building, 535 Telfair Street, Augusta, Georgia 30901**. Anyone desiring to comment on this matter may do so by appearing at said Public Hearing and/or may submit written comments at or prior to the Public Hearing, which comments may be mailed or personally delivered to **Lena Bonner, Clerk of the Commission of Augusta-Richmond County, Georgia, Suite 220, Augusta-Richmond County Municipal Building, 535 Telfair Street, Augusta, Georgia 30901.**

Dated: September 4, 2025
Augusta-Richmond County Commission

Legal Clerk

Notary, State of WI, County of Brown

8-21-26
My commission expires

Publication Cost:	$95.00	
Tax Amount:	$0.00	
Payment Cost:	$95.00	
Order No:	11648413	# of Copies:
Customer No:	760488	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Bolt Drive

All that tract or parcel of land lying and being in the 89th G.M.D, Augusta, Richmond County, Georgia, and being shown and designated as **Bolt Drive** on that ALTA/ACSM Land Title Survey of Dogwood Terrace Apartments prepared for The Housing Authority of the City of Augusta, prepared by John Thomas Attaway, GA RLS No. 2512, of Cranston Engineering Group, P.C., dated February 7, 2013, revised March 11, 2013, and recorded April 22, 2013 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 9, page 67 (the "Plat"). Said Bolt Drive extends from the southern right-of-way line of Fifteenth Ave, as shown on the Plat, to the northern right-of-way line of Third Ave, as shown on the Plat.

AUGUSTA LAW DEPARTMENT

James T. Plunkett, Interim General Counsel

MINUTES
PUBLIC HEARING
OCTOBER 1, 2025
1:00 P.M.

PUBLIC HEARING TO CONSIDER A PROPOSED ABANDONMENT OF A PORTION OF THE DOGWOOD TERRACE APARTMENTS, APPROXIMATELY 722 FEET OF BOLT DRIVE BETWEEN THIRD AVENUE AND FIFTEENTH AVENUE, AS SHOWN ON THE ATTACHED PLAT, HAS CEASED TO BE USED BY THE PUBLIC TO THE EXTENT THAT NO SUBSTANTIAL PUBLIC PURPOSE IS SERVED BY IT AND THAT ITS REMOVAL FROM THE COUNTY ROAD SYSTEM IS OTHERWISE IN THE BEST PUBLIC INTEREST WITH THE ABANDONED PROPERTY TO BE QUIT-CLAIMED TO THE APPROPRIATE PARTY(IES)

Present:

- Lanetha Pitts, Senior Staff Attorney, Augusta Law Department (Presiding)
- Christi Garcia, Augusta Law Department
- Douglas Freeman, Augusta Housing Authority
- Treyvon Beale, resident
- Arvelle Robinson, resident
- Jaleyah Dekle, resident

The public hearing was called to order at 1:03 p.m. by Ms. Pitts. The purpose of the hearing was explained, and the floor was opened for public comment.

Public Comments:

- **Mr. Trayvon Bill, 2626 Carrington Drive, Augusta, GA**

  - Requested that the Dogwood Terrace property be reappraised.
  - Raised concerns regarding potential lead paint on the property.
  - Noted inconsistencies in addresses listed on environmental review records.
  - Stated opposition to the demolition of Dogwood Terrace and expressed concerns about community uses of the property (e.g., food distribution at 450 Bolt Drive).
  - Ultimately expressed opposition to the abandonment of Bolt Drive.

- **Ms. Arvelle Robinson, 1136 Nellieville Road**

  - Questioned how the abandonment would affect residents traveling through Dogwood Terrace to reach surrounding neighborhoods.
  - Concerned about rerouting traffic and access following demolition.

- Response: Mr. Freeman (Augusta Housing Authority) explained that turnarounds/cul-de-sacs would be constructed at First, Second, and Third Avenues, and that residents would use alternate routes via Fifteenth Street to Old Savannah Road.

- **Ms. Jalia Beagle, 2007 Hacken Court, Hephzibah, GA**

  - Asked about the redevelopment plans for Dogwood Terrace.
  - Response: Ms. Pitts clarified that redevelopment is a separate matter from the street abandonment. Mr. Freeman stated several meetings on redevelopment have been held and offered to provide additional information after the hearing.

Additional questions were raised regarding federal housing programs (e.g., Section 32 sales under HUD). Ms. Pitts clarified that those issues are separate from the road abandonment, noting that the City owns the roadway, while the Housing Authority owns the surrounding property.

Conclusion:
Ms. Pitts noted that all comments received during the hearing would be compiled and forwarded to the Augusta-Richmond County Commission for consideration at an upcoming committee and full commission meeting. Notice of those meetings will be provided in the usual manner, with agendas published online the Friday before each meeting.

The hearing was adjourned at 1:15 p.m.

I hereby certify that the foregoing is a true and correct record of the Public Hearing held this 1st day of October. 2025.

Christi Garcia

Christi Garcia, Legal Secretary
Augusta Law Department

EXHIBIT A

Speaker 1 **(Lanetha Pitts)** 00:00:27 All right. Good afternoon. The time is now 1:03 PM My name is Lanetha Pitts and I'm a senior staff attorney with Augusta Georgia Law Department. I would like to officially call this public meeting to order. If you have not already done so, please sign in at the attendance sheet on the attendance sheet located on the table at the back of the room. Copies of today's agenda are also available on that same table for your convenience. Um, the purpose of this public hearing is to receive, uh, comments on the proposed abandonment of 7 2722 feet of bolt drive located inside the former Dogwood Terrace. Um, it's only one street in the very middle of the project. All of the rest of the streets have been abandoned already. Um, and to consider the removal of this right of way for from Augusta's, uh, Georgia's road system as it has been proposed that doing so is in the best interest of the public, a map of the right of way proposed for abandonment is attached to the agenda. Alright. At this time, we invite members of the public to step forward if they would like to provide comments on the proposed abandonment.

Speaker 1 **(Lanetha Pitts)** 00:01:42 Are there any objectors.

Speaker 0 00:01:45 Are at

Speaker 1**(Lanetha Pitts)** 00:01:46 This time we are inviting members of the public to step forward if you would like to provide comments on the proposed abandonment,

Speaker 0 00:02:22 Just

Speaker 2 **(Treyvon Beale)** 00:02:23 Project. Okay. Okay. Um, I think the Dogwood tear property needs a, another appraisal. I'm here about the dwellings I with boat drive 4 4 8 Road 54, 50 Road, 1574 Road and South side. Is those, the different roads are system are in the system?

Speaker 1**(Lanetha Pitts)** 00:02:44 We're only talking about Bolt Road. Yes. Do you have a, you want it to be what? Appraised

Speaker 2 **(Treyvon Beale)** 00:02:51 Yes. Reappraised.

Speaker 1 **(Lanetha Pitts)** 00:02:54 Okay. Is that your only comment?

Speaker 2 **(Treyvon Beale)** 00:02:57 No.

Speaker 0 00:02:58 Okay.

Speaker 2 **(Treyvon Beale)** 00:03:07 Being the oldest housing authority, it has lead and the property, um, on a single family, the single stack have laid on the outside of the paint.

Speaker 0 00:03:16 Okay.

Speaker 1 **(Lanetha Pitts)** 00:03:18 I'm sorry, you said it has lead the

Speaker 2 **(Treyvon Beale)** 00:03:21 Paint on the tiles on the outside of the property. I'll just making it like for the record.

Speaker 1 **(Lanetha Pitts)** 00:03:25 Okay. 'cause we're talking about the road Bolt Drive. Yes. Okay.

Speaker 2 **(Treyvon Beale)** 00:03:37 Um, I looked at the environmental review record for Dogwood Terrace on page 211 out of two 470, and it stated that, um, on the Georgia Historic Preservation Division, the economic review form general information, the project name is Dogwood Terrace, but the project address is 2 0 5 1 Boat Road. And that was incorrect, saying that it's Boat Road instead of Boat Drive, not rd, but ROAD. And this incorrect address is a mistake or being matter factual

Speaker 1**(Lanetha Pitts)** 00:04:20 And Okay. But we're talking about the abandonment of Bolt Drive. Mm-hmm <affirmative>. So can we, we just need the comments to stick to why you are either against or for the abandonment of Bolt Drive by the city. Like, do you use that road every day and you want to continue to use it, something like that?

Speaker 2 **(Treyvon Beale)** 00:04:40 It is a dwelling space. I was speaking earlier about, um, when I spoke about the dwelling space Boat drive and the alleys are, have their own roads, like if you look it up on, on the maps that are, they, they connected the boat drive like 4, 4 8 road and four 50 road, but it's not stated on the pictures that you're looking at. And, um, 1574 Road and South Side it is, they are all alleys, but they have roads on the, on the maps, like road names.

Speaker 1**(Lanetha Pitts)** 00:05:14 Okay. Do you have any other comments?

Speaker 2 **(Treyvon Beale)** 00:05:15 Yes. That's not all the, um, the roadways that are on the map that's shown.

Speaker 1 **(Lanetha Pitts)** 00:05:21 Well, the map that's shown is the only part being abandoned.

Speaker 2 **(Treyvon Beale)** 00:05:24 Okay. Okay. Because I'm against, um, the demolition of Dogwood Terrace.

Speaker 1 **(Lanetha Pitts)** 00:05:29 Okay. But what about the abandonment of Bolt Drive?

Speaker 2 **(Treyvon Beale)** 00:05:31 Correct. Okay.

Speaker 1 **(Lanetha Pitts)** 00:05:33 Why are you against the abandonment of Bolt Drive? Just the street.

Speaker 2 **(Treyvon Beale)** 00:05:38 Okay. Okay. Like, be specific on that. Especially the address 2050 Boat Drive is a place that they feed for like, uh, they give away food on four 50 Boat Drive.

Speaker 1 **(Lanetha Pitts)** 00:05:50 Okay. So that's your, okay. Thank you.

Speaker 2 **(Treyvon Beale)** 00:05:53 Thank you.

Speaker 1 **(Lanetha Pitts)** 00:05:58 Yes, ma'am. You have something to say? Oh, I'm sorry. If you could get back up and just say your name and your address. I apologize. I should have asked you that, but for the beginning.

Speaker 2 **(Treyvon Beale)** 00:06:08 My name is Trayvon Beale L RX is there, and I live at 26 26 Carrington Drive El Georgia.

Speaker 1 **(Lanetha Pitts)** 00:06:17 Okay. Yes ma'am. If you could say your name and address also.

Speaker 3 **(Arvelle Robinson)** 00:06:25 Arvelle Robinson. 1136 Nellyville Road.

Speaker 1 **(Lanetha Pitts)** 00:06:27 Did you say Delia? Nelly.

Speaker 3 **(Arvelle Robinson)** 00:06:29 Nelly. L-L-I-E-V. I got, um, Marcuson, I'm not opposing the the environment, uh, but I wanna know how would it affect the homes, uh, outside of the Dogwood Terra? How we go? We used that, we used that road traveling Second Avenue, third Avenue. We travel down, down through the Dogwood Terra. How would that affect the people who lived in South Neville? We abandoned. Abandoned.

Speaker 1 **(Lanetha Pitts)** 00:07:03 Okay. Uh, just comments at me. But he said he would go ahead and, um, explain what's gonna happen with the roads. I believe they're gonna be turnarounds, but he's gonna come up here. He's from the Housing Authority.

Speaker 4 **(Douglas Freeman)** 00:07:15 Yes, ma'am. My name is Douglas Freeman. I'm with the Augusta Housing Authority. So, um, when the roads are abandoned and we begin demolition, they'll be removed, uh, temporarily while we do the redevelopment. But part of that requirement for us is to do turnarounds at the first, second, and third avenue where they enter Dogwood terrace. So there'll be a, effectively a roundabout, uh, at their, instead of a dead end. That way you can turn around and not get stuck at the end of the road. Um, we're working on the redevelopment plans now to show what those roads will look like, but that's what will happen at the end of those roads.

Speaker 3 **(Arvelle Robinson)** 00:07:52 Uh, you talking, uh, turnaround

Speaker 4 **(Douglas Freeman)** 00:07:55 Like, like a cul-de-sac.

Speaker 3 **(Arvelle Robinson)** 00:07:56 Okay. Then, uh, and, and the process of, uh, getting it straight, you know, during your demolition and everything, what does ville of people who live in that area where they, they would no longer go down? Uh, well, bow drive, what route? They have to take another route to 15th Street to get to Old Savannah Road.

Speaker 4 **(Douglas Freeman)** 00:08:18 That's correct. I don't have the map in front of me, but there are other roads that go from the Ville community up to 15th Street.

Speaker 3 **(Arvelle Robinson)** 00:08:26 Yeah, it's first, second, and third. Third. And we normally, uh, go from Second Avenue all the way down to Old Savannah Road going cross boat drive. And uh, if we going, if you are doing a demotion there, meeting that we have to take another route. Are you saying we for year, how, how long the project is going to be?

Speaker 4 **(Douglas Freeman)** 00:08:51 So those roads have already been abandoned. Those roads will not be coming back first, second, and third. Um, that'll be a, that'll be ending where it enters the property and that's where the turnarounds will be.

Speaker 3 **(Arvelle Robinson)** 00:09:03 Okay. That turnaround will be then, uh, in your process of, of doing this, meaning we have to reroute ourselves to 15th Street to get to Savannah Road? That's what I'm asking.

Speaker 4 **(Douglas Freeman)** 00:09:12 That's correct.

Speaker 3 **(Arvelle Robinson)** 00:09:16 Thank you.

Speaker 1 **(Lanetha Pitts)** 00:09:24 Are there any other public comments if you could give your name and address ma'am?

Speaker 5 **(Jaleyah Dekle)** 00:09:41 Jalia DLE 2007 Haken, court Heads Georgia. Um, my question, what is the redevelopment plan?

Speaker 1 **(Lanetha Pitts)** 00:09:51 This is only for the abandonment of the road. They, I believe they had or will have a public hearing specifically about the redevelopment. Have you already had

Speaker 5 **(Jaleyah Dekle)** 00:10:01 We've

Speaker 6 **(Douglas Freeman)** 00:10:01 Had several, but I'll be happy to talk with her after this hearing.

Speaker 1 **(Lanetha Pitts)** 00:10:04 Right. So the redevelopment is separate from the abandonment of the road.

Speaker 5 (**Jaleyah Dekle**) 00:10:07 Okay. Yes, ma'am. Thank you.

Speaker 1 **(Lanetha Pitts)** 00:10:10 Um, did you sign in Ms. Beagle? Mm-hmm. Okay. Thank you. Are there any other comments? If there are no further comments, this concludes the public hearing on this matter. All comments received today will be compiled and forwarded to the Augusta Richmond County Commission for their consideration. Sure. Just say your name again. Yes.

Speaker 2 **(Treyvon Beale)** 00:10:47 My name is Trayvon and I was living 26 26 Carrington Drive. And I wanted to know about a Section 32 program for the Housing Urban Development where it says A PHA may sell a portion of a sell all or a portion of a housing development to eligible public or non-public housing residence. Am I eligible?

Speaker 1 **(Lanetha Pitts)** 00:11:12 Eligible? That is, that's still separate from, um, the road hearing. That would, that would be a question you could ask housing.

Speaker 2 **(Treyvon Beale)** 00:11:21 Yes. I get what you're saying. But like in a, in the case of abandonment, that means that

Speaker 1 **(Lanetha Pitts)** 00:11:29 The city owns the street, not the housing authority. Yes. Okay. The housing authority owns all the property around the street, so they're asking us to abandon the street so they can redevelop it, the area. Okay. So that doesn't,

Speaker 2 **(Treyvon Beale)** 00:11:43 Thank you.

Speaker 1 **(Lanetha Pitts)** 00:11:44 Okay, thank you.

Speaker 2 **(Treyvon Beale)** 00:11:46 Don't constitute

Speaker 1 **(Lanetha Pitts)** 00:11:48 All comments received today will be compiled and forwarded to the Augusta Richmond County Commission for their consideration. The public can expect this matter to appear as an agenda I agenda item at an upcoming commission meeting, committee meeting. Notice of that meeting will be be provided to the public in the same manner as all commission meetings. Agendas are typically published online the Friday before the meeting at approximately 5:00 PM The time is now one 15 and we are adjourned. Thank you for your attendance and your participation.

I hereby certify that the foregoing is a true and correct transcript of the Public Hearing held this 1st day of October. 2025.

Christi Garcia

Christi Garcia, Legal Secretary
Augusta Law Department

RESOLUTION OF THE AUGUSTA, GEORGIA COMMISSION TO ABANDON A PORTION OF BOLT DRIVE, APPOXIMATELY 722 FEET, AND TO REMOVE SUCH ROADWAY AS A PART OF THE ROAD SYSTEM OF AUGUSTA-RICHMOND COUNTY;

WHEREAS, a request was made to the Augusta-Richmond County Commission (the "Commission") to make a determination that a portion of Bolt Drive, approx.. 722 feet, as shown on the attached plat and more particularly described in the attached Exhibit "A," has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest and that the right-of-way should be abandoned as part of the Richmond County Road System; and

WHEREAS, it has been Augusta, Georgia's policy, pursuant to O.C.G.A § 32-7-2, to reduce the number of roads in Augusta, Georgia that are not utilized or useful to the public and to abandon such roads; and

WHEREAS, on August 26, 2025 the Commission authorized the conducting of a public hearing regarding the abandonment of such roadways; and

WHEREAS, notice of such public hearing was published in *The Augusta Chronicle*, the newspaper in which Sheriff's advertisements for Richmond County are published, on September 10, 2025 and September 17, 2025, and that the property owners located on Bolt Drive were given notice of such public hearing; and

WHEREAS, a public hearing was held on October 1, 2025, at 1:00 pm at the Augusta-Richmond County Municipal Building, 2nd Floor Commission Chamber, 535 Telfair Street, Augusta, Georgia; and

WHEREAS, the results of the Public hearing were reported to the Board of Commissioners and considered thereby; and

WHEREAS, the Commission, at their meeting held October ___, 2025, approved the proposed abandonment, pursuant to O.C.G.A. § 32-7-2 and the requirements of said statute having been met;

NOW THEREFORE, be it resolved by the Commission and it is hereby resolved by the authority of same as follows:

1. It is hereby determined that all requirements of O.C.G.A. *§* 32-7-2 have been met for the abandonment and removal from the county road system the right-of-way described on Exhibit "A" (the "Right-of-Way")and such Right-of-Way no longer serves a substantial public purpose and that its removal from the county road system is otherwise in the best public interest and is hereby abandoned as part of the Richmond County Road System;

2. The land formerly comprising the Right-of-Way shall be quitclaimed as permitted by law to the adjoining property owner, subject to easements and restrictions deemed necessary by the Augusta Engineering Department and the Augusta Utilities Department, and the Mayor and Clerk of Commission are hereby authorized to execute the documents necessary to effectuate such transfer as directed by the Augusta Law Department.

3. This Resolution shall be recorded in the Minutes of the Augusta, Georgia Commission, accompanied by the exhibits referred to herein;

4. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Augusta, Georgia Commission this _____day of _____, 2025.

AUGUSTA, GEORGIA

By:_____
Garnett L. Johnson
As its Mayor

Attest:_____
Lena J. Bonner
As its Clerk

(SEAL)

Commission Meeting

November 4, 2025

Inmate Mobile Units

Department:	N/A
Presenter:	N/A
Caption:	Have RCCI report the total for the Inmate Mobile Units to construct the new RCCI Facility. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, October 30, 2025 8:42 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Items For 11/4/2025

Great Morning Ms. Bonner,

Below are agenda items I would like added.

1-Have the Administrator
oversee all department Directors to evaluate each vendor contract for compliance, performance, and financial feasibility; develop a standardized evaluation metrics to guide and document the review process across departments. The metrics should provide clear criteria for assessing contract performance, compliance, and financial impact to the city. Findings from each department's review should be compiled into a consolidated report for presentation and recommendations to the Commission.

2-Have RCCI report the total for the Inmate Mobile Units to construct the new RCCI Facility

3-Task Administrator Office with presenting evaluation metrics to be used for annual evaluations for each department Director in the next 90 days. Metrics for Directors should include a report of staff evaluations performed by the Directors.

4-Have the Commission Vote on the recommended Charter Review Final Rendering as conveyed to our citizens and Charter Review Committee Members at the onset of this process. The Commission Vote should take place prior to the Charter Change recommendation being sent to our State Delegation

5-Task the Administrator with developing a structured application and review process for nonprofit organizations requesting City funding.

Discuss the application process including:
1. Having NGO define, how their offering addresses a clearly defined measurable community need.
2. Metrics for determining long-term, positive community impact and sustainable results;
3. Require transparency and accountability in all financial disclosures and proposed uses of funds; and
4. Utilize a competitive, data-driven evaluation process to ensure equitable and effective allocation of City resources.

Applications will be reviewed and scored by a committee

Kind Regards,



Stacy Pulliam

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Together V

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AED:104.1

Commission Meeting

November 4, 2025

Appointments

Department:	N/A
Presenter:	N/A
Caption:	Consider the following for appointment to the Richmond County Opioid Settlement Advisory Board. **(Requested by Mayor Garnett Johnson)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

October 30, 2025

Consider the following candidates for appointment to serve on the Richmond County Opioid Settlement Advisory Board. **(Requested by Mayor Garnett L. Johnson)**

Name	Title
Dr. Marshall Bedder-	**Associate Professor, Medical College of Georgia at Augusta University**
Col. Bo Johnson	**Richmond County Sheriff Office**
Chief Antonio Burden	**Fire Chief / EMA Director, City of Augusta**
Ms. Paige Ford	**Felony Accountability Courts Program Director, Augusta Judicial Circuit**
Mr. Noland Martin	**Court Administrator, Augusta Judicial Circuit**
Lt. Shawn Rhodes	**Richmond County Sheriff**
Dr. Ralph Turner	**President, Wellstar MCG Health**
Dr. Lily Henson	**President & CEO, Piedmont Augusta**
Ms. Caroline Yort	**Philanthropist**
Mr. Mark Bowen	**Richmond County Coroner**

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Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Dr.
First Name*	Marshall
Middle Name*	David
Last Name*	Bedder
Suffix	
Date Of Birth*	5/25/1955
Address*	Street Address 81 Bristlecone Ln Address Line 2 City: Augusta State / Province / Region: GA Postal / Zip Code: 30909 Country: USA
Home Phone*	360-930-1955
Work Phone	
Registered Voter*	○ District 1 ○ District 2 ○ District 3 ○ District 4 ○ District 5 ○ District 6 ● District 7 ○ District 8 ○ None
Marital Status*	Married
Education*	Doctorate Degree
Race*	White
Gender*	Male
Occupation*	Associate Professor and Founding Director of HRSA funded Addiction medicine Fellowship MCG
Interests	Community Health issues, County Cultural fulfillment

Commissions, Authorities, & Boards

Volunteer For*	Citizen Engagement Focus Group Click add below to apply for more than one board.

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Ms.
First Name *	Jessie
Middle Name *	Pollard
Last Name *	Cunningham
Suffix	
Date Of Birth *	11/22/1962
Address *	Street Address 1837 Beaver Creek lane Address Line 2 City Hephzibah State / Province / Region Ga Postal / Zip Code 30815 Country Richmond
Home Phone *	7064956567
Work Phone	8032322832
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ◉ District 4 ○ District 5 ○ District 6 ○ District 7 ○ District 8 ○ None
Marital Status *	Single
Education *	High School
Race *	Black
Gender *	Female
Occupation *	QA/ inspector
Interests	House Authority Board

Commissions, Authorities, & Boards

Volunteer For *	Augusta Housing Authority Click add below to apply for more than one board.

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Dr.

First Name * Lily

Middle Name * Jung

Last Name * Henson

Suffix

Date Of Birth * 11/24/1962

Address *

Street Address
1350 Walton Way
Address Line 2

City
Augusta

State / Province / Region
Georgia

Postal / Zip Code
30901

Country
United States

Home Phone * 4042762318

Work Phone

Registered Voter *

- ○ District 1
- ○ District 2
- ○ District 3
- ○ District 4
- ○ District 5
- ○ District 6
- ◉ District 7
- ○ District 8
- ○ None

Marital Status * Married

Education * Doctorate Degree

Race * Asian

Gender * Female

Occupation * Physician, Hospital CEO

Interests

Commissions, Authorities, & Boards

Volunteer For * Richmond County Opioid Advisory Committee

Click add below to apply for more than one board.

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Dr.
First Name *	Ralph
Middle Name *	D.
Last Name *	Turner
Suffix	
Date Of Birth *	1/15/1968
Address *	Street Address 4205 Ascot Ct Address Line 2 City Evans State / Province / Region GA Postal / Zip Code 30809 Country United States
Home Phone *	6085166499
Work Phone	
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ○ District 5 ○ District 6 ○ District 7 ○ District 8 ◉ None
Marital Status *	Married
Education *	Doctorate Degree
Race *	Black
Gender *	Male
Occupation *	Hospital Administration
Interests	golf

Commissions, Authorities, & Boards

Volunteer For *	Richmond County Opioid Advisory Committee Click add below to apply for more than one board.

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title

First Name * Caroline

Middle Name * Teer

Last Name * Yort

Suffix

Date Of Birth * 6/5/1965

Address *

Street Address
3025 Lake Forest Dr
Address Line 2

City
Augusta

State / Province / Region
GA

Postal / Zip Code
30909

Country
United States

Home Phone * 7063945546

Work Phone

Registered Voter *

- ○ District 1
- ◉ District 3
- ○ District 5
- ○ District 7
- ○ None
- ○ District 2
- ○ District 4
- ○ District 6
- ○ District 8

Marital Status * Married

Education * College Degree

Race * White

Gender * Female

Occupation * Retmired

Interests Philanthropy, tennis, running, grandchildren, opioid and gambling awareness

Commissions, Authorities, & Boards

Volunteer For * Richmond County Opioid Advisory Committee

Click add below to apply for more than one board.

Commission Meeting

November 4, 2025

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A