



Finance Committee Meeting Commission Chamber - 5/8/2018

ATTENDANCE:

Present: Hons. Frantom, Chairman; Sias, Vice Chairman; Hasan and Guilfoyle, members.

Absent: Hon. Hardie Davis, Jr., Mayor.

FINANCE

1. Present financial reports for the three month period ended March 31, 2018.

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Mr. Guilfoyle out. Motion Passes 3-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes

2. Request approval to amend the 2018 Budget (Planning 220-01-6309) by transferring existing funds from Salary/Wages to Other Professional Services to provide for the Augusta Regional Transportation Study project known as Congestion Management Process Update (CMP).

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Guilfoyle out. Motion Passes 3-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes

3.

Approve an amendment to the Annual Plan required under the Reynolds Street Parking Deck Management Agreement to allow for the leasing of 100 or more spaces in the parking deck to a single entity at a rate of no less than \$50 per space on a month to month basis, subject to the approval by the Administrator of the licensee and all rental terms. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes

4. Award contract for professional consulting planning and engineering services for RFP 18-159 Congestion Management Process Update for the Augusta Regional Transportation Study MPO. All procurement procedures were followed in accordance with city, state and federal requirements. This contract shall not to exceed \$200,000. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes

5. Motion to approve the minutes of the Finance Committee held on April 24, 2018. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes

6. Approve funding of operating, capital, encumbrance carryover.

Item
Action:
Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve funding of operating capital encumbrance carryover for 2017 to 2018 budget cycle and to allow the Administrator to approve such items in future budget cycles. Mr. Hasan votes No. Mr. Guilfoyle out. Motion Fails 2-1.	Commissioner Sammie Sias	Commissioner Ben Hasan	Fails

7. Consider the refund of delinquent taxes once they are paid to support to cleanup and redevelopment of this long time contaminated eyesore in the community regarding properties located at 1409 Steiner Avenue, 1312 Steiner Avenue, 1314 Steiner Avenue, 1408 Steiner Avenue, and 1733 Mill Street, Augusta, GA 30901. **(Requested by Commissioner Sammie Sias)** **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes

8. Request to approve a Resolution to support approval of the Fiscal Year 2018 Federal Highway Administration (FHWA) Metropolitan Planning Program (PL) Funds for Project # 0015914 for \$175,000 (\$140,000 federal and \$35,000 local match). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes
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9. Request to approve the FY 2018 PL Contract – PI # 0015459 Supplemental Agreement contract between Augusta, Georgia and the Georgia Department of Transportation for federal funds totaling \$282,245.00 (\$225,796.00 as 80% federal and \$56,449.00 as 20% local). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes

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Finance Committee Meeting
5/8/2018 1:20 PM
Attendance 5/8/18

Department:

Presenter:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:



**Finance Committee Meeting
5/8/2018 1:20 PM
1st Quarter 2018 Financial Reports**

Department: Finance

Presenter: Donna Williams, Finance Director

Caption: Present financial reports for the three month period ended March 31, 2018.

Background: Periodic financial reports are presented to keep the Commission apprised of the financial status of the organization.

Analysis: The reports focus on the of operations for the following funds
General Fund Urban Service Fund Law Enforcement Fire
Protection Water & Sewerage Stormwater Utility

Financial Impact:

Alternatives:

Recommendation: Receive as information

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**



**Finance Committee Meeting
5/8/2018 1:20 PM
2018 Budget Amendment**

Department:	Planning & Development
Presenter:	Rob Sherman
Caption:	Request approval to amend the 2018 Budget (Planning 220-01-6309) by transferring existing funds from Salary/Wages to Other Professional Services to provide for the Augusta Regional Transportation Study project known as Congestion Management Process Update (CMP).
Background:	The Policy Committee for the Augusta Regional Transportation Study adopted the 2018 Unified Planning Work Program that list work elements and funding sources. Included in the approved Work Program is the Special Transportation Study titled Congestion Management Process Update. (This will be discussed in a separate agenda item).... The funds for this project, awarded to Augusta Planning & Development Department on behalf of the Augusta Regional Transportation Study – Metropolitan Planning Organization, are included in the annual Federal Highway Administration funds administered through the Georgia Department of Transportation that Augusta receives....
Analysis:	The funds to be transferred are GDOT – FHWA funds that were budgeted for a Section Manager position that is vacant, and funds for Permanent Part Time Salary/Wages. The total Salary/Wage funds to be transferred are \$100,778.00. (The Section Manager position \$59,178 will continue to exist but labeled UNFUNDED; the Permanent Part Time S/W budget line item (\$41,600) will be eliminated.) The transferred funds in addition to other budgeted GDOT – FHWA funds will be used to fund the majority of the project cost. For the balance of the cost, the City will provide a \$35,000 match that is included in the current budget, and Aiken County will provide a \$25,000 match for the total project cost of \$200,000.
Financial Impact:	All funds are currently included in the 2018 Budget.

Alternatives: The Augusta Planning & Development Department is committed to providing the Congestion Management Process Update.

Recommendation: Approval

Funds are Available in the Following Accounts: 20018 Budget Amendment: \$140,000 for Congestion Management Program (consultant's study / total cost not to exceed \$200,000) Transfer funds: (Revenue Fund 3343117 GDOT-FHWA-PL) From: 5111110 Salary/Wages: \$59,178.00 Section Manager Vac (unfund –keep the position) 5111210 Perm Part-Time S&W \$41,600.00 (eliminate line item) 5211118 Other Oper Expenses \$20,000.00 5239112 Temp.Workers \$10,222.00 5234110 Printing&Binding \$4,000.00 5531111 PrintShopCharges \$5,000.00 Sub Total \$140,000.00 Augusta Match 35,000.00 (52121999 Other Prof Services) Aiken Co Match 25,000.00 TOTAL \$200,000.00

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

**AUGUSTA RIVERFRONT, LLC
DBA
REYNOLDS STREET PARKING DECK**

October 24, 2017

Ms. Janice Jackson
City of Augusta Administrator
535 Telfair Street, Suite 910
Augusta, Georgia 30901

Dear Ms. Jackson:

This represents the Annual Plan required under the Reynolds Street Parking Deck Management Agreement between the City of Augusta and Augusta Riverfront, LLC. Please submit this Annual Plan to the Augusta Commissioners for their review and approval.

REYNOLDS STREET PARKING DECK MANAGEMENT AGREEMENT

ANNUAL PLAN

The RSPD Management Agreement requires the Manager to submit to the City an Annual Plan each year. This is the Annual Plan for the Calendar Year 2018.

1. BUDGET

- Schedule One A is the budget for the year.
This budget reflects a loss of \$93,559. The Conference Center Parking Deck lease provides for profits, if any, after the lease payment of \$50,000 to the City and a management fee of \$25,000 to be used to reduce the losses of the Reynolds Street Parking Deck. We believe the Conference Center Parking Deck should have sufficient income to more than offset the RSPD losses.
- Schedule One B is provided for comparative purposes.
This is a statement of Income and Expenses for the nine months ended September 30, 2017.

2. PARKING RATE POLICY

- Schedule Two is a policy statement concerning the policy on parking rates.

3. PARKING RATES

- Schedule Three lists the parking statement concerning the policy on parking rates.

4. CAPITAL EXPENDITURES

- Schedule Four is a list of Capital Expenditures planned for the year 2018.

**Reynolds Street Parking Deck
Annual Plan 2018
Page 2**

5. AUDITOR

- Elliott Davis, LLC is the accounting firm selected by Augusta Riverfront, LLC to conduct the audit of the Reynolds Street Parking Deck for the year 2018.

6. MARKETING

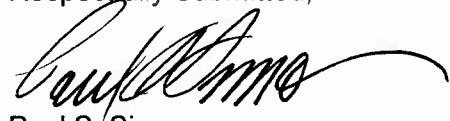
- No funds have been budgeted for marketing.

7. OPERATIONS AND PROCEDURES MANUAL

- There have been no changes to the Operations and Procedures Manual.

Ms. Jackson, please let me know if you or any of the Commissioners have questions.

Respectfully Submitted,



Paul S. Simon
As Its President

/jlb

Enclosures

cc: Augusta Law Department
General Council
535 Telfair Street, Bldg. 3000
Augusta, Georgia 30901

Timothy E. Schroer ✓
Darryl Leech
Don Fuller

**AUGUSTA MARRIOTT AT THE CONVENTION CENTER
PARKING REVENUE AND EXPENSE (REYNOLDS STREET PARKING DECK)
2018 BUDGET**

REYNOLDS STREET PARKING DECK	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	2018 Total
Cash Customers	\$2,500	\$1,500	\$5,000	\$2,000	\$2,800	\$9,000	\$2,500	\$12,500	\$14,000	\$3,000	\$6,000	\$1,900	\$62,700
Monthly Parking	2,795	2,795	2,795	2,795	2,795	7,865	5,885	5,885	5,885	5,885	5,885	5,885	57,150
Total Revenue	\$5,295	\$4,295	\$7,795	\$4,795	\$5,595	\$16,865	\$8,385	\$18,385	\$19,885	\$8,885	\$11,885	\$7,785	\$119,850
Expenses													
Payroll and Fringes	\$9,122	\$7,985	\$8,823	\$8,543	\$8,823	\$9,675	\$10,143	\$9,975	\$9,842	\$8,823	\$8,522	\$9,471	\$109,746
Supplies	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Credit Card Fees	75	45	150	60	84	270	75	375	420	90	180	57	1,881
Systems Support	0	0	0	0	0	0	0	0	0	0	0	0	0
Electricity	1,900	2,100	2,100	2,000	2,000	2,200	2,000	2,000	2,200	2,100	1,900	2,000	24,500
Water	195	250	225	150	350	450	300	350	225	200	175	175	3,045
Uniforms	0	75	0	150	0	75	0	150	0	0	150	0	600
Telephone	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0
Equipment Repairs	300	1,150	300	300	300	300	300	300	1,150	300	300	300	5,300
Elevator Contract	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Lighting	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Insurance	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	12,120
Management Fees	2,245	2,245	2,245	2,245	2,245	2,245	2,245	2,245	2,283	2,283	2,283	2,283	27,093
Equipment Purchase	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation	492	492	492	492	492	492	492	492	492	492	492	492	5,904
Audit Fees	675	675	675	675	675	675	675	675	675	675	675	675	8,100
Misc.	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire and Safety	50	50	50	50	50	50	50	50	50	50	50	50	600
Fire Alarm System	35	35	35	35	35	35	35	35	35	35	35	35	420
Security	0	0	0	0	0	0	0	0	0	0	0	0	0
Landscaping	225	225	225	225	225	225	225	225	225	225	225	225	2,700
Total Expenses	\$17,274	\$17,287	\$17,280	\$16,885	\$17,239	\$18,652	\$18,500	\$18,832	\$19,558	\$17,233	\$16,947	\$17,723	\$213,409
Net Income to City of Augusta	(\$11,979)	(\$12,992)	(\$9,485)	(\$12,090)	(\$11,644)	(\$1,787)	(\$10,115)	(\$447)	\$327	(\$8,348)	(\$5,062)	(\$9,938)	(\$93,559)

REYNOLDS STREET PARKING GARAGE - 2018

			Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	2018 YTD
Sales															
Cash Customers			\$2,500	\$1,500	\$5,000	\$2,000	\$2,800	\$9,000	\$2,500	\$12,500	\$14,000	\$3,000	\$6,000	\$1,900	\$62,700
Monthly Parking			\$2,795	\$2,795	\$2,795	\$2,795	\$2,795	\$7,865	\$5,885	\$5,885	\$5,885	\$5,885	\$5,885	\$5,885	\$57,150
Total Garage Revenue			\$5,295	\$4,295	\$7,795	\$4,795	\$5,595	\$16,865	\$8,385	\$18,385	\$19,885	\$8,885	\$11,885	\$7,785	\$119,850
Hours															
Bill 50/50	2.8495	Manager	920001-XX	88	80	88	85	88	85	88	88	85	88	85	1,040
Ude/Brandon 67/33	3.19	Parking Supervisor		99	89	99	96	99	96	99	99	96	99	96	1,164
2 shifts	16	Attendent	920035-XX	464	392	434	420	434	528	560	544	544	434	418	5,668
				-	-	-	-	-	-	-	-	-	-	-	-
22.04 Total Hours				651	561	621	601	621	709	747	731	725	621	599	7,872
Payroll															
Bill	23.41	Manager	501001-XX	\$2,067	\$1,868	\$2,068	\$2,001	\$2,068	\$2,001	\$2,068	\$2,068	\$2,001	\$2,068	\$2,001	\$24,343
Avg Ude/Brandon	12.74	Parking Supervisor		1,259	1,138	1,259	1,219	1,259	1,219	1,259	1,259	1,219	1,259	1,219	14,829
Avg Rate	8.80	Attendent	501035-XX	4,085	3,451	3,821	3,698	3,821	4,649	4,931	4,790	4,790	3,821	3,680	49,905
				-	-	-	-	-	-	-	-	-	-	-	-
44.95 Total Payroll				\$7,412	\$6,457	\$7,148	\$6,918	\$7,148	\$7,869	\$8,258	\$8,117	\$8,010	\$7,148	\$6,900	\$89,077
% of Sales				139.97%	150.33%	91.70%	144.27%	127.76%	46.66%	98.48%	44.15%	40.28%	80.45%	58.06%	74.32%
Fringe Benefits															
3041.976	2	Vacation	501090-XX	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
1305.9912	0.8	Holiday	501093-XX	50	50	50	50	50	50	50	50	50	50	50	600
Employee Meals				25	25	25	25	25	25	25	25	25	25	25	300
1 Worker's Comp.			540064-XX	127	127	141	136	141	136	141	141	136	141	136	1,644
2% increase	19.00%	Payroll Taxes	540013-XX	1,408	1,227	1,358	1,314	1,358	1,495	1,569	1,542	1,522	1,358	1,311	16,925
Total Payroll Related				\$1,710	\$1,529	\$1,674	\$1,625	\$1,674	\$1,806	\$1,885	\$1,858	\$1,833	\$1,674	\$1,622	\$20,669
% of Payroll				23.07%	23.68%	23.42%	23.50%	23.42%	22.95%	22.83%	22.89%	22.88%	23.42%	23.51%	23.20%
Total Pay. & Rel. Exp.				\$9,122	\$7,985	\$8,823	\$8,543	\$8,823	\$9,675	\$10,143	\$9,975	\$9,842	\$8,823	\$8,522	\$109,746
% of Sales				172.27%	185.92%	113.18%	178.17%	157.69%	57.37%	120.96%	54.26%	49.50%	99.30%	71.71%	91.57%

**AUGUSTA MARRIOTT AT THE CONVENTION CENTER
PARKING REVENUE AND EXPENSE (REYNOLDS STREET PARKING DECK)**

For the period 9 months 2017

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Actual YTD Total	Budget YTD	Over (Under)
REYNOLDS STREET PARKING DECK												
Cash Customers	2,114.25	1,176.25	5,684.75	1,776.75	2,529.25	8,809.28	2,221.25	13,250.50	18,460.50	56,022.78	50,800.00	5,222.78
Monthly Parking	2,035.00	4,245.00	3,937.50	3,205.00	2,925.00	4,105.48	4,290.00	4,550.00	2,198.00	31,490.98	26,910.00	4,580.98
Total Revenue	\$4,149.25	\$5,421.25	\$9,622.25	\$4,981.75	\$5,454.25	\$12,914.76	\$6,511.25	\$17,800.50	\$20,658.50	\$87,513.76	\$77,710.00	\$9,803.76
Expenses												
Payroll and Fringes	6,731.57	5,902.41	7,388.60	12,236.63	7,282.32	7,443.82	6,654.75	6,813.60	12,097.65	72,551.35	83,967.00	(11,415.65)
Supplies	65.00	65.00	352.82	65.00	789.80	65.00	91.67	99.84	827.38	2,421.51	3,375.00	(953.49)
Credit Card Fees	66.56	85.02	126.64	212.62	176.59	0.00	111.00	500.71	579.69	1,858.83	1,864.00	(5.17)
Systems Support	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electricity	1,914.18	2,113.68	2,046.40	2,017.08	2,001.51	2,146.05	1,999.32	1,964.18	1,866.43	18,068.83	19,100.00	(1,031.17)
Water	195.14	250.00	225.00	150.00	487.50	450.00	300.00	368.08	512.93	2,938.65	1,005.00	1,933.65
Uniforms	0.00	526.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	526.58	450.00	76.58
Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Office Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equipment Repairs	1,381.38	0.00	0.00	0.00	0.00	254.63	2,322.84	342.60	0.00	4,301.45	3,150.00	1,151.45
Elevator Contract	405.39	405.39	413.50	413.50	413.50	413.50	413.50	413.50	413.50	3,705.28	4,050.00	(344.72)
Lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.18	144.18	1,800.00	(1,655.82)
Insurance	1,009.13	1,009.13	1,009.13	1,009.13	1,009.13	1,009.13	1,009.13	1,009.13	1,009.13	9,082.17	9,090.00	(7.83)
Management Fees	2,206.75	2,206.75	2,206.75	2,206.75	2,206.75	2,206.75	2,206.75	2,206.75	2,244.26	19,898.26	20,137.00	(238.74)
Equipment Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation	491.14	491.14	491.14	491.14	491.14	491.14	491.14	491.14	491.14	4,420.26	4,932.00	(511.74)
Audit Fees	0.00	0.00	2,001.01	666.67	666.67	666.67	666.67	666.67	666.67	6,001.03	5,625.00	376.03
Legal & Professional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fire and Safety	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	(450.00)
Fire Alarm System	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	315.00	315.00	0.00
Security	0.00	0.00	0.00	0.00	0.00	176.00	0.00	0.00	0.00	176.00	0.00	176.00
Bad Debt Expense	0.00	0.00	7.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	0.00	7.00
Landscaping	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	2,025.00	2,025.00	0.00
Total Expenses	14,726.24	13,315.10	16,527.99	19,728.52	15,784.91	15,582.69	16,526.77	15,136.20	21,112.96	148,441.38	161,335.00	(12,893.62)
Net Income to City of Augusta	(\$10,576.99)	(\$7,893.85)	(\$6,905.74)	(\$14,746.77)	(\$10,330.66)	(\$2,667.93)	(\$10,015.52)	\$2,664.30	(\$454.46)	(\$60,927.62)	(\$83,625.00)	\$22,697.38

Unaudited Statement

SCHEDULE ONE B

AUGUSTA RIVERFRONT, LLC

REYNOLDS STREET AND CONFERENCE CENTER PARKING DECKS POLICY ON PARKING RATES

REYNOLDS STREET PARKING DECK

The parking rates which became effective on September 15, 2012 are to be strictly adhered to. All who park in the RSPD are to pay the published rate.

The Published Rates Are:

- Hourly Rate \$ 1.25
- Daily Rate 7.00
- Monthly Rate 65.00

Those who rent by the month must sign an agreement which stipulates the terms of the arrangement including the time period covered by the monthly rate. Until the Convention Center brings demand for full utilization of the RSPD, up to 100 monthly parking contracts on the 2nd through the 6th floors will be offered.

There are no discounts from these published rates. The manager of the parking deck is allowed a free parking space for security and management purposes.

CONFERENCE CENTER PARKING DECK

The Conference Center Parking Deck is operated by Augusta Riverfront, LLC under a lease agreement with the City of Augusta. Unlike the RSPD Management Agreement, the terms of the lease gives Augusta Riverfront the right to set parking rates for the Conference Center Parking Deck. Even though it has this right to set parking rates, Augusta Riverfront has no intention, at this time, to set rates other than the rates charged by the RSPD. In setting rates for the Conference Center Parking Deck, the only discount that will be allowed is the 10% discount to the Marriott for its guests. This discount is authorized under THE CORE AGREEMENT.

AUGUSTA RIVERFRONT, LLC

REYNOLDS STREET PARKING DECK PARKING RATES FOR THE YEAR 2018

- HOURLY RATE \$ 1.25 per hour
- DAILY RATE 7.00 per day
- MONTHLY RATE 65.00 per month

REYNOLDS STREET PARKING GARAGE

Equipment - Capital Budget - 2018

<u>Item</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Extension</u>
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No capital projects for 2018



**Finance Committee Meeting
5/8/2018 1:20 PM
Amend Reynolds Street Parking Deck Annual Plan**

Department: Administrator

Presenter: Janice Allen Jackson

Caption: Approve an amendment to the Annual Plan required under the Reynolds Street Parking Deck Management Agreement to allow for the leasing of 100 or more spaces in the parking deck to a single entity at a rate of no less than \$50 per space on a month to month basis, subject to the approval by the Administrator of the licensee and all rental terms.

Background:

Analysis: Several requests have been received regarding the possibility of licensing large blocks of parking spaces in the Reynolds Street Parking Deck. The companies that have made the current requests are typically either relocating existing business or are part of new cyber ventures. This will allow the Administration flexibility in responding to requests in an expedited manner and authorize the deck manager to enter into approve agreements.

Financial Impact: Creates additional revenue

Alternatives:

Recommendation: approve requested amendment

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Request for Proposal

Request for Proposals will be received at this office until Wednesday, February 28, 2018 @ 3:00 p.m. for furnishing:

**RFP Item # 18-159 Congestion Management Process Update for Augusta Regional Transportation Study (ARTS)
Metropolitan Planning Organization for Augusta, GA - Planning and Development Department**

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

Geri A. Sams, 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.

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, February 16, 2018, @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of 60 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.

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 his qualifications.

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

**Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	January 25, 2018 and February 1, 8, 15, 2018
Metro Courier	January 25, 2018



**RFP #18-159 Congestion Management Process Update
for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization
for the Augusta, Georgia – Planning & Development Department
RFP Date: Wednesday, February 28, 2018 @ 3:00 p.m.**

**Total Number Specifications Mailed Out: 75
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 553
Total Number Specifications Mailed to Local Vendors: 0
Pre Proposal Telephone Conference Attendees: N/A
Total packages submitted: 3
Total Noncompliant: 0**

VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendum 1	Original	9 Copies	Fee Proposal	Compliance Review 16% DBE Federally Funded
Stantec Consulting Services 2127 Ayrsley Town Blvd. Charlotte, NC 28273	Yes	45735	Yes	Yes	Yes	Yes	Yes	Yes
RK&K 2100 East Cary St., Suite 309 Richmond, VA 23223	Yes	269611	Yes	Yes	Yes	Yes	Yes	Yes
Vanasse Hangen Brustlin, Inc.(vhb) 1355 Peachtree Street, NE, Suite 100 Atlanta, GA 30309	Yes	115289	Yes	Yes	Yes	Yes	Yes	Yes



RFP #18-159 Congestion Management Process Update for Augusta Regional Transportation Study (ARTS)
Metropolitan Planning Organization
for the Augusta, GA – Planning & Development Department
Evaluation Meeting: Wednesday March 21, 2018 @ 1:30 p.m.

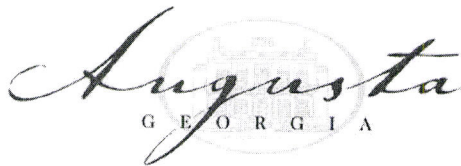
Vendors			Stantec Consulting Services 2127 Ayrley Town Blvd. Charlotte, NC 28273	RK&K 2100 East Cary St., Suite 309 Richmond, VA 23223	VHB 1355 Peachtree St., NE, Suite 100 Atlanta, GA 30309	Stantec Consulting Services 2127 Ayrley Town Blvd. Charlotte, NC 28273	RK&K 2100 East Cary St., Suite 309 Richmond, VA 23223	VHB 1355 Peachtree St., NE, Suite 100 Atlanta, GA 30309
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)			Weighted Scores		
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)					
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	25	3.2	4.0	4.8	80.6	100.0	119.4
3. Organization & Approach	(0-5)	20	3.4	3.6	4.6	68.9	71.1	92.2
4. Scope of Services: 1) Firm and subconsultant(s) experience on same and/or similar projects within the past five (5) years 2) Project Understanding and Technical Approach 3) Successfully completed projects without major legal, technical problems and financial accountability Quality of References	(0-5)	15	3.6	3.9	4.2	53.3	58.3	63.3
5. Schedule of Work	(0-5)	10	3.4	3.8	4.3	34.4	37.8	43.3
6. References	(0-5)	5	3.7	3.2	3.7	18.3	16.1	18.3
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			17.3	18.4	21.6	255.6	283.3	336.7
Phase 2 (Option - Numbers 8-9)								
8. Presentation by Team	(0-5)	10				0	0	0
9. Q&A Response to Panel Questions	(0-5)	5				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								
Lowest Fees	5	10	5			50	0	0
Second	5	6			5	0	0	30
Third	5	4		5		0	20	0
Forth	5	2				0	0	0
Fifth	5	1				0	0	0
Total Phase 2 (Total Possible Score 125)			5	5	5	50	20	30
Total								
Total Cumulative Score (Maximum point is 500)			22.3	23.4	26.6	305.6	303.3	366.7

Internal Use Only

Evaluator: Cumulative Date: 3/21/18

Procurement Department Representative: _____ Nancy Williams _____

Procurement Department Completion Date: 3/21/18



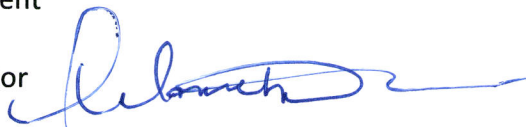
'18 APR 2 PM 1:25

Planning and Development Department

Melanie Wilson,
Director

MEMORANDUM

TO: Geri Sams, Director
Procurement Department

FROM: Melanie Wilson, Director 

CC: Martin Laws, Nancy M. Williams, Phyllis Johnson, and Maurice McDowell

DATE: March 29, 2018

SUBJECT: **Contract Agreement with Vanesse, Hangen Brustlin Inc. – VHB for RFP 18-159
ARTS MPO Congestion Management Process Update**

The Augusta Planning and Development Department on behalf of the Augusta Regional Transportation Study Metropolitan Planning Organization (MPO), has completed negotiations for the above RFP 18-159 CMP Update. We will proceed to enter into an agreement with the above referenced consulting firm for professional consulting planning and engineering services not to exceed \$200,000.00. These funds are provided using federal funds from GDOT, SCDOT and FHWA.

VHB agreed to project tasks and deliverables in the RFP with the following details:

1. Task 3 –Develop a Stakeholder and Public Outreach based on ARTS Public Participation Plan, will include three (3) public meetings one each in Richmond and Columbia Counties GA; and one (1) in Aiken Co., SC; provide outreach and meeting materials; and up to two rounds of quarterly meetings with ARTS MPO Policy Committee, Technical Coordinating Committee and Citizen Advisory Committee. The consultant will provide all project materials in a web based format and a graphic design for the CMP web page. The web page will be under the ARTS's web site. APDD's staff will be responsible for uploading project information to the web site.
2. Task 4 – Data Collection – availability of transportation and traffic data provided by Planning and Development. APDD will provide some traffic data from its transportation system database. VHB will be responsible for all technical data analysis, tabulation, and data collection from GDOT, SCDOT and city/county engineering departments as may be necessary. All resulting database files, GIS files and application tools, project files and documents will become the property of the ARTS MPO.
3. Task 10 – Develop CMP System Performance Monitoring Evaluation relating to reporting performance dashboard – GIS Analytical Reporting Tool and Annual Performance Monitoring Report Database.

4. Optional – Performance Indicator Dashboard (included in Cost Proposal), and
5. Provide Project Management Plan inclusive with a specified Project Schedule

Again, we appreciate your efforts and assistance with this project to meet our federal transportation planning requirements of FHWA, GDOT and SCDOT.

Should you have any questions, please contact Carletta Singleton at ext. 1804, and/or Martin Laws at ext. 1801.

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.* The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. 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.



My DemandStar

Buyers

Account Info

Log Bid

[View Bids]

View Quotes

Supplier Search

Build Broadcast List

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-18-159-0-2018/nw

Bid Name Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization

2 Document(s) found for this bid

8 Planholder(s) found.

Add Planholder

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Ajax Building Corporation	8502249571	8502242496	1			Documents
Clark Patterson Lee	7708319000	7708319243	1			Documents
Greene Refrigeration Inc	7245536788		1			Documents
IDS GLOBAL	7703647914	6782645553	1			Documents
Pond & Company	6783367740	6783367744	1			Documents
Tindale-Oliver and Associates, Inc.	8132248862	8132262106	1			Documents
Utilicom Supply Associates	4042987700		2			Documents
Veterans 1st Architecture	7065560906	7065560197	1	1. Small Business 2. Veteran Owned		Documents

Page 1 of 1

Format for Printing No ▼

Search

<< Return

Export to Excel

BIDDERS LIST

BID ITEM # 18-159 COST \$ _____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Stantec Consulting Services Inc. Robert Schiffer, AICP 1441 Maclay Commerce Drive Suite 101 Tallahassee, FL 32312		1/31/18		SW	U.S. MG:1
2						
3	Wade C. Carroll, AICP Senior Transportation Planner 1155 LaVista Road, Suite 1125 Atlanta, GA 30324		1/31/18		NW	1/31/18 US MG:1
4						
5						
6						
7						
8						
9						
10						
11						



ADRIAN COLLABORATIVE, LLC
3150 MAIN ST., STE. 103
DULUTH, GA 30096

ATKINS NORTH AMERICA, INC.
1600 RIVEREDGE PARKWAY, N.W.,
SUITE 600
ATLANTA, GA 30328

CH2M HILL
6600 PEACHTREE DUNWOODY RD
SUITE 600
ATLANTA, GA 30328

DRMP, INC.
941 LAKE BALDWIN LANE
ORLANDO, FL 32303

GRESHAM, SMITH & PARTNERS
2325 LAKEVIEW PKWY
SUITE 300
ALPHARETTA, GA 30009-7940

HNTB CORPORATION
191 PEACHTREE STREET
SUITE 3300
ATLANTA, GA 30303

KCI TECHNOLOGIES, INC.
3235 SATELLITE BLVD.
SUITE 400-500
DULUTH, GA 30096

MOFFATT & NICHOL
19 WEST BRYAN STREET
SUITE 202
ATLANTA, GA 31401

IMAGE PROTECTION AGENCY
017 17TH STREET, N.W.
ATLANTA, GA 30349

S&H, INC.
30 PEACHTREE STREET, N.E.
SUITE 430
ATLANTA, GA 30308

AECOM TECHNICAL SERVICES, INC.
1360 PEACHTREE STREET, SUITE 500
ATLANTA, GA 30309

CAMBRIDGE SYSTEMATICS, INC.
730 PEACHTREE STREET, N.E.
SUITE 1050
ATLANTA, GA 30308

CHA CONSULTING, INC.
270 PEACHTREE STREET, N.W.
ATLANTA, GA 30303

ECONOMIC DECISION GROUP, INC.
5600 BLUEGRASS DRIVE
ATLANTA, GA 30349

GRICE CONSULTING GROUP, LLC
1201 W. PEACHTREE STREET, N.E.
SUITE 600
ATLANTA, GA 30309-2919

INSTADATA SYSTEMS, LLC.
1610 HAWKINS COVE TRAIL
ROSWELL GA 30076

KIMLEY-HORN AND ASSOCIATES, INC.
2 SUN COURT
SUITE 450
PEACHTREE CORNERS, GA 30092

MORELAND ALTOBELLI ASSOCIATES
2450 COMMERCE AVENUE
SUITE 100
DULUTH, GA 30096

PARSONS TRANSPORTATION GROUP
3577 PARKWAY LANE
BUILDING 5, SUITE 100
NORCROSS, GA 30092

STANTEC CONSULTING SERVICES
2310 PARKLAKE DRIVE, N.E.
SUITE 400
ATLANTA, GA 30345-2915

ARCADIS U.S., INC.
2410 PACES FERRY ROAD
ATLANTA, GA 30339-1816

CDM SMITH, INC.
3200 WINDY HILL ROAD, S.E.
SUITE 210
ATLANTA, GA 30339-5640

CROY ENGINEERING, LLC.
200 NORTH COBB PKWY BLVD
SUITE 413, Bldg. 400
MARIETTA, GA 30062

GCA, INC.
1800 PEACHTREE STREET, N.W.
ATLANTA, GA 30309

HDR ENGINEERING, INC.
2810 PREMIERE PRKY
SUITE 200
DULUTH, GA 30097

JACOBS ENGINEERING GROUP, INC.
10 TENTH STREET, N.W.
SUITE 1400
ATLANTA, GA 30309

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PKWY
SUITE 150
NORCROSS, GA 30092

MOTT MACDONALD, LLC
1040 CROWN POINTE PKWY
SUITE 150
ATLANTA, GA 30338

POND AND COMPANY
3500 PARKWAY LANE
SUITE 600
PEACHTREE CORNERS, GA 30092

STV, INC.
3700 CRESTWOOD PARKWAY, N.W.
DULUTH, GA 30096-7155

SPRINKLE CONSULTING, INC.
3330 PRESON RIDGE ROAD
SUITE 245
ALPHARETTA, GA 30005

TINDALE OLIVER
1000 NORTH ASHLEY DRIVE
SUITE 400
TAMPA, FL 33602

VISION ENGINEERING AND PLANNING
100 HARTSFIELD CENTRE PKWY
SUITE 500
ATLANTA, GA 30354

CALYX ENGINEERS AND CONSULTANTS
1255 CANTON STREET
SUITE G
ATLANTA, GA 30075

INTERNATIONAL DESIGN SERVICES, INC.
3847 OAK VIEW DRIVE
POWDER SPRINGS, GA 30127

CRESCENT VIEW ENGINEERING, LLC
211 FRASIER STREET
MARIETTA, GA 30060

FORSITE GROUP, INC.
5185 PEACHTREE STREET
SUITE 240
NORCROSS, GA 30092

LCW ENGINEERING, INC.
SOUTH DEKALB BUSINESS PARK
4260 CLAUSELL COURT
SUITE 103
DECATUR, GA 30035-1412
TRANSPORT STUDIO, LLC
644 E. 44TH STREET
SAVANNAH, GA 31405

MICHAEL BAKER INTERNATIONAL, INC.
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

T.Y. LIN INTERNATIONAL
260 PEACHTREE STREET
SUITE 900
ATLANTA, GA 30303

URS CORPORATION
400-1000 ABERTHANY ROAD, N.E.
SUITE 900
ATLANTA, GA 30328

WSP, USA, INC.
3340 PEACHTREE STREET
SUITE 2400
ATLANTA, GA 30326-1087

GT HILL PLANNERS CORPORATION
533 W. HOWARD STREET
SUITE A-2
DECATUR, GA 30030

AYERS ASSOCIATES
P. O. BOX 270460
FORT COLLINS, CO 80527

CROY ENGINEERING, LLC
200 NORTH COBB PKWY
SUITE 413, BLDG 400
MARIETTA, GA 30062-3559

HUSSEY GAY BELL & DEYOUNG
P. O. BOX 14247
SAVANNAH, GA 31416

QK4
145 TECHNOLOGY PARKWAY, N.E.
SUITE 210
PEACHTREE CORNERS, GA 30092

THOMAS & HUTTON ENGINEERING CO.
50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405

MSA PROFESSIONAL SERVICES
2310 PARKLAKE DRIVE, N.E.
SUITE 390
ATLANTA, GA 30345

TOOLE DESIGN GROUP, LLC
8484 GEORGIA AVENUE
SUITE 800
SILVER SPRING, MD 20910

VANASSE HANGEN BRUSTLIN, INC.
1355 PEACHTREE STREET *NE*
SUITE 100
ATLANTA, GA 30309

AMERICAN CONSULTING PROFESS.
243 N. HAMILTON STREET
SUITE 2
DALTON, GA 30720

GUDE MANAGEMENT GROUP, LLC
133 PEACHTREE STREET, N.E.
SUITE 4900
ATLANTA, GA 30303-1755

BARGE WAGGONER SUMNER & CANNON
5445 TRIANGLE PARKWAY
SUITE 240
PEACHTREE CORNERS, GA 30092

EXP U.S. SERVICES, INC.
211 PERIMETER CENTER PKWY N. E.
ATLANTA, GA 30346

KITTELSON & ASSOCIATES, INC.
610 S.W. ALDER STREET
SUITE 700
PORTLAND, OR 97205

STEER DAVIS & GLEAVE, INC.
883 BOYLSTON STREET
3RD FLOOR
BOSTON, MA 02116

LOWE ENGINEERS, INC.
8601 DUNWOODY PLACE
SUITE 406
ATLANTA, GA 30328

NEEL-SCHAFER, INC.
1800 PEACHTREE STREET, N.W.
SUITE 620
ATLANTA, GA 38225-2625



ROBINSON TRANSPORTATION CONSULT
3010 ANDORA DRIVE
MARIETTA, GA 30064

RUMMEL, KLEPPER & KAHL, LLP
81 MOSHER STREET
BALTIMORE, MD 21217

SIGNAL ENGINEERING, INC.
P.O. BOX 674514
MARIETTA, GA 30006-0001

SOUTHEASTERN ENGINEERING
2470 SANDY PLAINS ROAD
MARIETTA, GA 30066-5706

TRANSYSTEMS CORPORATION
260 PEACHTREE STREET, N.W.
SUITE 800
ATLANTA, GA 30308

VOLKERT, INC.
175 TOWN PARK DRIVE, NW
SUITE 140
KENNESAW, GA 30144

WILBURN ENGINEERING, LLC
931 LOWER FAYETTEVILLE ROAD
SUITE 1
NEWNAN, GA 30263

WOLVERTON & ASSOCIATES
6745 SOUGARLOAF PARKWAY
DULUTH, GA 30097-4507

CDM SMITH INC.
421 WANDO PARK BLVE.
SUITE 210
MOUNT PLEASANT, SC 29464

TOOLE DESIGN GROUP, LLC.
172 EAST MAIN STREET
SUITE 208
SPARTANBURG, SC 29306

J.R. WILBURN AND ASSOCIATES
411 JAMES STORE ROAD
GREENVILLE, GA 30222

KEA KENNEDY ENGINEERING & ASSOC.
1350 SPRING STREET
SUITE 425
ATLANTA, GA 30309

KIMLEY-HORN AND ASSOCIATES, INC.
817 WEST PEACHTREE STREET, NW
SUITE 601
ATLANTA, GA 30308



Compliance Department

Kellie Irving
Compliance Director

MEMORANDUM

To: Melanie Wilson, Director, Planning and Development
Geri Sams, Director, Procurement Department

From: Kellie Irving, Director, Compliance Department

Date: March 12, 2018

Subject: Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization
Bid Item # 18-159



This Bidder/Offeror **IS** eligible for award.



This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, Rummel, Klepper & Kahl, LLP. Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for the Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization for Augusta, Georgia, Bid Item #18-159, is 16%. The bidder/offeror has committed to a minimum of 27.9% and has satisfied the good faith efforts. **This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



Compliance Department

Kellie Irving
Compliance Director

MEMORANDUM

To: Melanie Wilson, Director, Planning and Development
Geri Sams, Director, Procurement Department

From: Kellie Irving, Director, Compliance Department 

Date: March 12, 2018

Subject: Congestion Management Process Update for Augusta Regional Transportation Study
(ARTS) Metropolitan Planning Organization
Bid Item # 18-159



This Bidder/Offeror **IS** eligible for award.



This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, Stantec Consulting Services Inc. Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for the Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization for Augusta, Georgia, Bid Item #18-159, is **16%**. The bidder/offeror has committed to a minimum of **20%** and has satisfied the good faith efforts. **This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

COMPLIANCE DEPARTMENT
535 Telfair Street Suite 710 Augusta, GA 30901
(706) 821-2406 Fax (706) 821-4228
WWW.AUGUSTAGA.GOV



Compliance Department

Kellie Irving
Compliance Director

MEMORANDUM

To: Melanie Wilson, Director, Planning and Development
Geri Sams, Director, Procurement Department

From: Kellie Irving, Director, Compliance Department

Date: March 12, 2018

Subject: Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization
Bid Item # 18-159



This Bidder/Offeror **IS** eligible for award.



This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, Vanasse Hangen Brustlin, Inc. Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for the Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization for Augusta, Georgia, Bid Item #18-159, is **16%**. The bidder/offeror has committed to a minimum of **16%** and has satisfied the good faith efforts. **This bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the DBE Division will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



FEDERALLY FUNDED

Request for Proposals

RFP Item #18-159

***Congestion Management Process Update for the Augusta Regional
Transportation Study – Metropolitan Planning Organization***

For

Augusta, Georgia – Planning and Development Department

RFP Due: Wednesday, February 28, 2018 @ 3:00 p.m.

One Original and Nine (9) Copies of RFP shall be submitted

Thanks for doing business with us . . .

*Geri A. Sams, Procurement Director
535 Telfair Street, Room 605
Augusta, Georgia 30901*



Table of Contents

Request for Proposal

Instruction to Submit

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
 - Proposal for All or Part
 - Minority/Women Business Enterprise (MWBE) Policy
 - Augusta Georgia License Requirement
 - Terms of Contract

Notice to All Proponents

Required to be returned with your submittal. Both documents must be notarized

- Attachment B **Must return the 2 pages**
- Systematic Alien Verification for Entitlements (SAVE) Program

Request for Proposal Specifications

Request for Proposal

Request for Proposals will be received at this office until Wednesday, February 28, 2018 @ 3:00 p.m. for furnishing:

RFP Item # 18-159 Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization for Augusta, GA - Planning and Development Department

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

Geri A. Sams, 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.

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, February 16, 2018, @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of 60 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.

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 his qualifications.

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

Augusta Procurement Department

Attn: Geri A. Sams, Director of Procurement

535 Telfair Street, Room 605

Augusta, GA 30901

Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	January 25, 2018 and February 1, 8, 15, 2018
Metro Courier	January 25, 2018

Cc:	Janice Allen Jackson	Administrator
	Melanie Wilson	Planning and Development
	Carletta Singleton	Planning and Development

Revised: 2/17/2016

INSTRUCTIONS TO SUBMIT

INSTRUCTIONS TO SUBMIT

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.

1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at www.augustaga.gov or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**

1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.

1.4 **Proposals For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating, but must name a unit price on each item submitted upon.

1.5 **All protest shall be made in writing to:**

Attn: Geri A. Sams,
Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901,
Fax: 706-821-2811 or

Email: procbidandcontract@augustaga.gov

1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*

Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011 Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.

A copy of this Order can be reviewed at www.augustaga.gov home page.

1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.

General Contractors License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.

1.8 **Terms of Contract:** (Check where applicable)

- ☐ (A) Annual Contract
☐ (B) One time Purchase
☒ (C) Other



NOTICE TO ALL VENDORS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

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

Attachment B Must be Notarized & the 2 Pages Must be returned with your submittal – No Exceptions.

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

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

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

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

ReturnOnlyIfApplicable:

The Exception Sheet (if applicable)

Local Vendor Registration (if applicable)

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

Georgia Security and Immigration Subcontractor Affidavit

Non-Collusion Affidavit of Sub-Contractor

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

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

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

Rev. 8/6/2015



Attachment B

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

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a RFP. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) ____: (#2) ____: (#3) ____: (#4) ____: (#5) ____: (#6) ____: (#7) ____: (#8) ____:

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

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

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

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

By submission of a proposal, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a proposal for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization 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. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar 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. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

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

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

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

**** E-Verify * User Identification Number (Company I.D.) _____**

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

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

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

NOTARY SEAL

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

REV. 2/17/2016



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

Systematic Alien Verification for Entitlements (SAVE) Program

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

[RFP Project Number and Project Name]

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

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

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

OR

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

OR

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

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

Signature of Applicant

Printed Name

*** Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

REV. 7/12/2015

**Local Small Business Opportunity Program Ordinance
Requirements Notice To All Bidders (PLEASE READ CAREFULLY)**

Shall apply to ALL Bids regardless of the dollar amount

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 LSBO 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.

To print a copy of the Prime Contractor Data Collection Form visit:

<http://www.augustaga.gov/index.aspx?NID=1672>

Website: <http://www.augustaga.gov/index.aspx?nid=83>

SHALL APPLY TO PROJECTS \$100,000 & UP

Local Small Business Opportunity Program (Continued)

Sec. 1-10-129. Local small business opportunities program participation.

(a) Sealed Bids The following procedures and contract requirements will be used to insure that local small businesses are encouraged to participate in Augusta, Georgia contracts, including but not limited to construction contracts, requests for professional services and the performance of public works contracts. The Augusta, Georgia user department shall indicate goals for local small business in all solicitations for contracts over \$100,000 in value:

(1) Bid conditions for contracts awarded by Augusta, Georgia will require that, where subcontracting goal is utilized in performing the contract, the bidder or proponent, will make Good Faith Efforts to subcontract with or purchase supplies from local small businesses. Bid specifications will require the bidder or proponent to keep records of such efforts that are adequate to permit a determination of compliance with this requirement.

(2) Each bidder shall be required to provide documentation of achieving goal or provide documentation of Good Faith Efforts to engage local small businesses as subcontractors or suppliers, the names of local small businesses and other subcontractors to whom it intends to award subcontracts, the dollar value of the subcontracts, and the scope of the work to be performed, recorded on the form(s) provided or made available as part of the bid package. If there are no sub-contracting opportunities, bidder shall so indicate on the appropriate form.

(6) All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements or forms, which shall be made available by the Procurement Department.

(i) Non-Discrimination Statement which shall affirm the bidder's: (a) adherence to the policies of Augusta, Georgia relating to equal opportunity in contracting; (b) agreement to undertake certain measures as provided in this policy to ensure maximum practicable participation of

local small businesses; and (c) agreement not to engage in discriminatory conduct of any type.

(ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.

(iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid being declared non-responsive.

(d) Post Contract Award Requirements. The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.

(1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that:

(a) The contractor will not meet the committed local small business goals; and

(b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.

(h) Compliance.

(4) The Director of minority and small business opportunities shall be responsible for evaluating good faith efforts documentation and subcontractor information submitted by bidders in conformance with, the AUGUSTA, GA. CODE and any State and Federal Laws applicable to any bid specifications for competitive sealed bid projects prior to award of the contract.

(i) Competitive Bids.

Nothing in this Policy is to be construed to require Augusta, Georgia to award a bid contract to other than the lowest responsible bidder, or to require contractors to award to subcontractors, or to make significant material purchases from local small businesses who do not submit the best overall pricing to Augusta, Georgia.

Sec. 1-10-130. Exceptions – federally funded projects.

In accordance with § 1-10-8 and Chapter 10B, the LSBOP shall only be utilized with federally funded projects, solicitations or contracts as authorized by federal (and Georgia) laws, regulations and conditions applicable to such projects. To the extent that there are any conflicts between any such laws, regulations or conditions and the LSBOP, the federal (and Georgia) laws, regulations and conditions shall control.

NOTE: All forms should be submitted in a sealed envelope labeled Local Small Business Required Forms, Company's Name & Bid/RFP/RFQ Number

For questions and or additional information please contact:

Local Small Business Opportunity Program

535 Telfair Street, Room 710

Augusta, Georgia 30901

(706) 821-2406

Website: <http://www.augustaga.gov/index.aspx?nid=83>

Revised 2/17/2016

INSTRUCTION TO BIDDERS:

Augusta, Georgia is seeking proposals for professional consultation services to develop the Congestion Management Process Update for the Augusta Regional Transportation Study – Metropolitan Planning Organization for the Augusta Planning and Development Department. Your submittal should respond to, and be based on the information included in this Request for Proposal.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until Wednesday, February 28, 2018 @ 3:00 p.m. Each RFP must be submitted in a sealed envelope, and must be plainly marked on the outside as **“RFP 18-159 Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization”**. They should be marked to the attention of Geri Sams, Director of Procurement. **You are required to submit one (1) marked unbound clipped original and nine (9) copies of your Request for Proposal.** Submittals will not be accepted after the date and time indicated.

All firms responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. **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, February 16, 2018 @ 5:00 P.M.** No RFP will be accepted by fax; all must be received by mail or hand delivered. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner, and form prescribed. For a proposal to be considered it must remain valid for at least 60 days after RFPs have been opened, pending the execution of contract with the successful vendor.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner’s best interest if a contract were made.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all proposals received as the result of this RFP. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners.

Services must be provided by experienced personnel. Any sub consultants/contractors the proponent will be using to perform any part of the requested service shall be evaluated on the same criteria.

SCOPE OF SERVICES:

The Augusta Regional Transportation Study (ARTS-MPO) is a bi-state Metropolitan Planning Organization (MPO) covering the Augusta-Richmond County, GA, and Aiken County, SC urbanized area. The ARTS planning area includes Richmond County, part of Columbia County, and the Cities of Hephzibah, and Blythe in Georgia; and part of Aiken and Edgefield Counties in South Carolina including Cities of Aiken, North Augusta, New Ellenton and Burnetown. The Augusta Planning

and Development Department administers and provides technical planning staff for the federal transportation planning process in partnership with GDOT, SCDOT, FHWA, FTA, Aiken County Planning and Development Department, Augusta Public Transit Dept. and the Lower Savannah Council of Governments.

A Congestion Management Process (CMP) is integral to transportation planning in the ARTS area. The Congestion Management Process (CMP) is intended to include procedures to alleviate or reduce anticipated increases in roadway congestion and ensure that “federal, state, and local agencies” join with regional transit providers, business, private and environmental interests to develop and implement comprehensive strategies needed to develop appropriate responses to transportation needs. The purpose of the ARTS CMP is to document congestion/travel reliability on major transportation corridors in the study area; issues related to special events, work zones and atmospheric conditions; identify and implement strategies for reducing or eliminating congestion to improve travel reliability, and track the effectiveness of congestion/travel reliability mitigation projects.

The CMP will describe the framework for the ongoing process and include elements of the roadway system, traffic level of service standards, performance elements, trip reduction and travel demand. The Congestion Management Process update will address planning factors and performance measures mandated by the Fixing America Surface Transportation Act (FAST Act) that are appropriate for inter-county transportation planning.

The roadway network within the ARTS MPA includes 52 corridors designated as federal-aid roadways, such as interstates, freeways, multi-lane highways, rural highways, and arterials. Since congestion/travel reliability results from various travel system deficiencies which are identified by different criteria, the existing processes for data collection and analysis, identification of innovative and applicable congestion mitigation strategies monitoring methodologies will be analyzed, redefined and updated. This work is based on federal guidelines, best practices, available data, engineering and planning techniques. The descriptions of the regional CMP system is included as **Attachment X**.

The RFP shall include but not limited to engineering and planning approaches to the following tasks:

Task 1: Review and Conduct Assessment of the Existing CMP

Task 1 - Deliverables: Tasks 1 and 2 conducted concurrently and presented combined in the Draft and Final Reports.

Task 2: Research CMP Best Practices

Research relevant CMP best practices for similar Transportation Management Areas in Georgia and South Carolina. There are many examples of best practice assessments regarding Congestion Management Process. This task will identify relevant MPO experiences with CMP that offer innovative approaches appropriate for the ARTS area.

Task 2 - Deliverables: Tasks 1 and 2 conducted concurrently and presented combined in the Draft and Final Reports.

Task 3: Develop a Stakeholder and Public Outreach Approach

Attendance and presentations on reports of up to any of three total combined meetings of the ARTS MPO committees, County Council, City Council, Town Council or Planning Commissions may be required.

Task 3 - Deliverables: Draft and Final Reports.

Task 4: Data Collection and Analysis of Existing and Future CMP Transportation System Network

Collect data currently available for the roadway network and intersections from the Annual Traffic Crash and Intersection Report and traffic data reports from state and local agencies to help reduce the data collection effort.

Task 4 - Deliverables: Tasks 4 and 5 conducted concurrently and presented combined in Technical Report; GIS Transportation Database or Update; Presentations to MPO committees.

Task 5: Analyze Traffic Congestion Problems and Needs

Evaluate current traffic conditions and evaluate characteristics for the existing CMS corridors in the study area. Review and analyze existing transportation improvement projects in the FY 2017-2022 Transportation Improvement Program, planned projects in the 2040 Long-Range Transportation Plan (LRTP/MTP) relevant traffic and transportation studies and other regionally significant transportation projects completed for the MPO and any jurisdictions within the study area. Conduct traffic analysis of current and future levels of congestion/travel reliability on existing major and minor thoroughfares, collectors, and intersections resulting in a corridor traffic data profile.

Task 5 - Deliverable: Tasks 4 and 5 conducted concurrently and presented combined in Technical Report; GIS Transportation System Database; and GIS shape files.

Task 6: Review and refine Goals and Objectives

Review and refine existing regional goals and objectives addressing congestion management.

Task 6 - Deliverable: Tasks 6, 7 and 8 conducted concurrently and presented combined in the Draft and Final Reports.

Task 7: Develop Multimodal Performance Measures

Using the traffic and travel analysis in Task 4 and 5, develop guidelines and performance measures to address traffic congestion/travel reliability, safety, regional transportation issues, as well as existing and future transportation conditions. These performance measures should be developed in coordination and support the travel reliability, performance measures and targets set by the States of Georgia and South Carolina in consultation with FHWA and FTA.

Task 7 - Deliverable: Tasks 6, 7 and 8 conducted concurrently and presented combined in the Draft and Final Reports.

Task 8: Review and Update Existing CMP Strategies

Develop a package of multimodal congestion/travel reliability management strategies for each corridor. Also, include an evaluation of previously implemented congestion/reliability focused projects and/or strategies to support a before & after evaluation of projects to guide in the selection of future projects.

Task 8 - Deliverable: Tasks 6, 7 and 8 conducted concurrently and presented combined in the Draft and Final Reports.

Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process

This task will include developing a step-by-step process for data collection, updating the GIS attribute database and spatial analysis, evaluations of previously implemented congestion/travel reliability projects or strategies in the area, and reporting annual traffic congestion/travel reliability conditions and travel data. This task will also include developing a project prioritization process.

Task 9 - Deliverable: Tasks 9 and 10 conducted concurrently and presented combined in the Draft and Final Reports; GIS based Performance Database.

Task 10: Develop CMP System Performance Monitoring Evaluation

Develop corridor profiles for each CMP corridor summarizing existing conditions, level of congestion/travel reliability, performance measures, strategies, recommendations, project prioritization and implementation process/schedule in the creation of an annual CMP report.

Task 10 - Deliverable: Tasks 9 and 10 conducted concurrently and presented combined in the Draft and Final Reports; GIS analytical reporting tool – Annual Performance Monitoring Report based Database.

Deliverables: Consultant(s) will deliver thirty-five (35) hard color copies of the Draft and Final reports and the MS Word, InDesign document and pdf. All deliveries will also be provided in an editable electronic format such as Microsoft Word, InDesign or approved equal. All GIS data and shape files, traffic data, accident/crash, & intersection data; spatial, schematic, maps; visualization graphics, and all other related documents produced with federal funds under this Scope of Work shall be provided to the Augusta Planning and Development Department editable electronic versions at the conclusion of this Project. Graphics, mapping, databases, etc. outside of Microsoft Office and ESRI GIS or equal will be provided in a software format agreed upon by the Consultant and the Client.

The Augusta Planning and Development Department will provide all available, existing, and pertinent documentation and data to the selected consultant. The consultant will schedule, coordinate and make all necessary arrangements for meetings conducted by the consultant and ARTS staff during the course of the project. The consultant will take a lead role in all aforementioned meetings, with ARTS staff assuming a supporting role during this period.

This scope of work only represents the minimum requirements. However, the expectation is that the selected consultant will adhere to standards of best practices of transportation planning and engineering and to exceed expectations by utilizing expertise and transportation planning experience to expand upon the minimum requirements.

Proposal Schedule:

<u>DATE</u>	<u>ITEM</u>
January 25, 2018	Request for Proposal (RFP) Issued
February 16, 2018	Deadline for submission of questions (5:00 PM, Eastern)
February 28, 2018	Proposals due (5:00 PM, Eastern)
Tentative March 12, 2018	Interviews
Tentative March 27, 2018	Selection of Consultant

Submission Requirements:

Proposer(s) is required to submit **one (1) original and nine (9) copies**. Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until Wednesday, February 28, 2018 @ 3:00 p.m. Each RFP must be submitted in a sealed envelope, and must be plainly marked on the outside as “RFP 18-159 Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization”. They should be marked to the attention of Geri Sams, Director of Procurement.

Submissions shall include proposals, excluding Team Qualifications and Project Team Member Resumes, and shall not exceed **30 double-sided**, 8 ½-by-11-inch pages, using a minimum font size of 11 pts. **Submitted proposals must provide, at a minimum, the following information:**

Executive Summary

The Executive Summary shall include but not limited to contact information for proposing team’s authorized representative; statement of general understanding; identification of all team members; and description of team structure. An organizational chart of the proposed team and description of proposed responsibilities for each member.

Project Team Qualifications

A firm profile of the prime consultant and any sub-consultants. Location of primary and branch offices, number of staff members, years in business, financial stability, legal liability, types of services provided and types of projects, which the firm may specialize.

Relevant Experience and Past Performance.

List similar projects that demonstrate the past performance and experience of the firm(s). For at least three comparable projects within past five (5) years, provide a brief description of the project that includes the time frame for the project, tasks, outcomes, and project costs. Provide at least three references that have recent knowledge of the firm(s) past performance. It is important that primary Consultant(s) and/or Sub-consultant(s) has had direct project experience contained in the scope of work.

References:

References should include contact information for the comparable projects listed in the previous section.

Project Team Resumes

Provide resumes of proposed team members. Resumes must include a description of the individual’s key duties and responsibilities, education, training, knowledge, skills, expertise, and any other qualifications relevant to the successful development of the Report. Also include a statement containing a list of current work commitments with sufficient detail to show that individuals assigned to the project are substantively available for the project. Individual resumes are limited to one page. It is important that key assigned Consultant and/or Sub-consultant staff has had direct experience on a relevant project.

Project Approach

Describe the proposed work plan for development of major deliverables along with detailed steps from project start through the final tasks.

Describe key components of your plan and provide a timeline detailing the points at which deliverables reports will be provided. The detailed timeline should complement the scope of work, showing the expected sequence of tasks and the resource requirements for the consultant.

Cost Proposals

Provide a detailed cost proposal inclusive of each major task.

Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP Item # 18-159 Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization. All items related to cost is required to be placed in a separate sealed envelope.

Project Schedule

The consultant shall develop a timeline of deliverables with a project completion deadline within nine (9) months after the execution of the contract.

Evaluation Criteria:

The Selection Committee will evaluate and select RFPs for further consideration for proposal interviews based on, but on limited to the following criteria:

Specialized and appropriate expertise to complete the scope of work and meet the goals and objectives of the project.

Proposed project approach and technical details.

Past experiences and performances on similar projects.

Adequate staff and the qualifications of each member of the proposed project team.

Firm performance with project delivery relative with budgeting and maintaining a project schedule.

Record of successfully completed projects without major legal, technical problems and financial accountability.

Other factors that the ARTS Review Team may determine to be appropriate to receive a quality multi-modal congestion management process and monitoring report.

DBE Requirements:

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

The Georgia Department of Transportation Board has adopted a **16% DBE** Overall Annual Goal for DBE participation on all federally funded projects. **This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint venture or mentor/protégé relationship.**

Augusta will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation Disadvantage Business Program Plan.

Proposal Requirements:

You are required to submit one (1) marked unbound clipped original and nine (9) copies of your Request for Proposal. The successful proposal will have, at a minimum, the following features:

No more than thirty (30) pages in length, excluding cover letter, required forms, tabs and appendices.

If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP.

Company Profile to include:

- Firm Name and business address
- Year established
- Type of ownership and parent company (if applicable)
- Address and telephone number of the facility or facilities where the work is to be accomplished, if separate from the business address provided above
- Organizational structure of project team that will work on this project. Please include a brief resume or summary of experience for each team member
- A list of similar projects undertaken

Vendor shall provide qualified personnel to perform its work. The list of key personnel that will not change or be reassigned without the written approval of Augusta.

Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP Item # 18-159 Congestion Management Process Update for Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization. All items related to cost is required to be placed in a separate sealed envelope.

Each proposal will be evaluated using the following criteria of evaluation

Interview: Shortlisted firms selected for an interview must submit a digital copy of an executive summary of the proposal prior to the interview. The executive summary shall be limited to 20 pages using a minimum font of 11 pts., and shall include the following:



RITERIA FOR EVALUATION

RFP – FEDERAL Evaluation/Scoring Guidelines

Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

Conflict of Interest Statement (Pass/Fail)

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

2. Qualifications & Experience (25 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services.

3. Organization & Approach (20 points)

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project/service team.
 - ii. Some or all of team members have previously worked together on similar project/service(s).
 - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
 - ii. Team successfully addresses all requirements of this RFP.
 - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
 - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. Scope of Services to be Provided (15 points)

- 1) Firm and subconsultant(s) experience on same and/or similar projects within the past five (5) years
- 2) Project Understanding and Technical Approach
- 3) Successfully completed projects without major legal, technical problems and financial accountability Quality of References.

5. Schedule of Work (10 points)

- a. Schedule shows completion of the work within or preferably prior to the Augusta, Georgia overall time limits as specified in the RFP.
- b. The schedule serves as a project/service timeline, stating all major milestones and required submittals for project/service management and applicable law compliance.
- c. The schedule addresses all knowledgeable phases of the project/service, in accordance with the general requirements of this RFP.

6. References (5 points)

- d. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

7. Presentation by Team (10 points) (Optional)

- e. Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

8. Q&A Response to Panel Questions (5 points) (Optional)

- f. Proposer provides responses to various interview panel questions.

9. Cost/Fee Proposal (10 points) Enclosed in a separate sealed envelope. Will NOT be disclosed in any part of the RFP

- | | |
|---------------|----|
| g. Lowest Fee | 10 |
| h. Second | 6 |
| i. Third | 4 |
| j. Fourth | 2 |
| a. Fifth | 1 |

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1				
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
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/Fail
2	Qualifications & Experience		25	
3	Organization & Approach		20	
4	Scope of Services : 1) Firm and subconsultant(s) experience on same and/or similar projects within the past five (5) years 2) Project Understanding and Technical Approach 3) Successfully completed projects without major legal, technical problems and financial accountability Quality of References		15	
5	Schedule of Work		10	
6	References		5	
Phase 2 (Optional – Numbers 8 and 9)		Rating (0-5)	Weight	Score (Rating * Weight)
7	Presentation by Team		10	
8	Q&A Response to Panel Questions		5	
9	Cost/Fee Proposal Consideration a. Lowest Fee 10 b. Second 6 c. Third 4 d. Fourth 2 b. Fifth 1		10	
Total:			100	

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

FORM OF PROPOSAL

SECTION I - PROPOSAL

Name of Firm _____

Address _____ Zip _____

Phone _____ Date Established _____

Names of Principals and Specifics on Experience, and Professional Qualifications of those persons who will serve the Association (Attach additional sheets if more space is required).

1. _____

2. _____

3. _____

References

A. _____

B. _____

C. _____

VENDOR MUST RETURN THIS COMPLETED FORM WITH THE PROPOSAL

RFP 18-159 Congestion Management Update for the ARTS

RFP Due Wednesday, February 28, 2018 @ 3:00 p.m.

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SECTION II- COMPANY IDENTIFICATION

Contact Person _____

Company _____

Title _____

Address _____

Telephone Number _____

Organized under the laws of the State of _____

Principal place of business at _____

LISTING OF KEY PERSONNEL

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

NAME	TITLE

VENDOR MUST RETURN THIS COMPLETED FORM WITH THE PROPOSAL

EXHIBIT X

ARTS Congestion Management Process Corridors

County	CMP #	CMP Corridor	From	To
Aiken County	1.	Atomic Road	Buena Vista Avenue	Silver Bluff Road
	2.	Belvedere-Clearwater Road	US 25	US 1
	3.	Bettis Academy	Ascagua Lake Road	Fields Cemetery
	4.	Buena Vista Avenue	Martintown Road	Georgia Avenue
	5.	Dougherty Road	Whiskey Road	Silver Bluff Road
	6.	Georgia Avenue	Savannah River	I-20
	7.	Knox Avenue	Martintown Road	Georgia Avenue
	8.	Laurens Street / SC 19	South Boundary	I-20
	9.	Martintown Road	Jeff Davis/US 1	I-20
	10.	(East) Pine Log Road	US 78	Silver Bluff Road (Eastern End)
	11.	Richland Avenue	Vaocluse Road	Beaufort Street
	12.	SC 118	US 78	Silver Bluff Road
	13.	Silver Bluff Road	Whiskey Road	Savannah Drive
	14.	US1	York Street	I-20
	15.	US 1 / US 78	Martintown Road	Pine Log Road
	16.	Whiskey Road	Richland Avenue	Powderhouse Road
Columbia County	17.	I-20	Euchee Creek	Columbia/Richmond County Line
	18.	Baston Road	Fury's Ferry Road	Washington Road
	19.	Belair Road	Washington Road	Wrightsboro Road
	20.	Bobby Jones Expressway/I-520	Washington Road	I-20
	21.	Columbia Road	Washington Road	Hereford Farm Road
	22.	Evans-to-Locks Road	Stevens Creek Road	Washington Road
	23.	Flowing Wells Road	Wheeler Road	Washington Road
	24.	Fury's Ferry Road	Savannah River	Washington Road
	25.	Old Evans Road	Bobby Jones	Washington Road
	26.	Old Petersburg Road	Riverwatch Parkway	Old Evans Road
	27.	SR 223/Robinson Ave	Wrightsboro Road	Gordon Highway
	28.	Washington Road	Hardy McManus Road	Pleasant Home Road
	29.	Wrightsboro Road	Barton Chapel Road	Robinson Avenue
Richmond County	30.	I-20	Richmond Co. Line	River Watch Pkwy
	31.	I-520	I-20	Laney Walker Blvd.
	32.	13th Street/RA Dent Boulevard	Reynolds Street	Wrightsboro Road
	33.	15th Street/Ruth B. Crawford Hwy.	Reynolds Street	MLK Boulevard
	34.	SR 56/Mike Padgett Hwy	Lumpkin Road	SR 56 Loop
	35.	Deans Bridge Road	MLK Boulevard	Willis Foreman Rd
	36.	Doug Barnard Pkwy/New Savannah Rd	Gordon Highway	Tobacco Road
	37.	Greene Street	E. Boundary Street	12th Street
	38.	Gordon Highway	Savannah River	SR 223
	39.	Jackson Road/Walton Way Ext./Davis Rd.	Washington Road	Wrightsboro Road

County	CMP #	CMP Corridor	From	To
Richmond County	40.	John C. Calhoun Expressway	Washington Road	12th Street
	41.	Peach Orchard Road	Tubman Home Road	SR 88
	42.	River Watch Pkwy	Pleasant Home Rd	Fifteenth Street
	43.	Tobacco Road	Deans Bridge Road	Doug Barnard Pkwy
	44.	Walton Way Segment #1	Gordon Highway	Milledge Road
	45.	Walton Way Segment #2	Milledge Road	Bransford Road
	46.	Walton Way Ext.	Bransford Road	Jackson Road
	47.	Washington Road	Pleasant Home Rd	John C. Calhoun Expressway
	48.	Wheeler Road	Flowing Wells Road	Walton Way Ext.
	49.	Windsor Spring Rd	Peach Orchard Rd	SR 88
	50.	Wrightsboro Road Segment 1	Barton Chapel Road	Jackson Road
	51.	Wrightsboro Road Segment 2	Jackson Road	Highland Avenue
	52.	Wrightsboro Road Segment 3	Highland Avenue	Fifteenth Street



DBE PROGRAM

GDOT Locally Administered Program (LAP) FHWA Funded Projects

DBE Requirements

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

The Georgia Department of Transportation Board has adopted the following goal for DBE participation on all federally funded projects.

16% DBE

Overall Annual Goal

This goal is not to be considered as a fixed quota, set aside or preference. The DBE goal can be met by prime contracting, sub-contracting, joint venture or mentor/ protégé relationship.

Augusta, Georgia, a LAP of Georgia Department of Transportation will monitor and assess each consultant services submittals for their DBE participation and/or good faith effort in promoting equity and opportunity in accordance with the state of Georgia, Department of Transportation Disadvantage Business Program Plan.

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DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

CRITERIA FOR ACCEPTABILITY

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing DBE Race Neutral and Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

DBE DIRECTORY: The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

GOAL FOR PARTICIPATION: If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOAL Forms included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBE participants in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs.
Contractor(s) are responsible to make a portion of the work Available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts.

Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
 - (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.
- (B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

DEFINITION: For the purposes of this provision, the following definitions will apply: Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.
 - (i) “Black Americans,” which includes persons having origins, in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

- (3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women- owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

DISCRIMINATION PROHIBITED: No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

“The contractor, and/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 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate”.

Failure to Achieve Requirements: Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department’s written consent to substitute and, unless the Department’s consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.

- (1) Count the entire amount of the portion of a construction

contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force,

or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.

- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
- (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.

(D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:

- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may lease trucks from another DBE firm, including an owner / operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
- (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
 - (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2)(i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.
 - (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2)**.
 - (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do

not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

REPORTS

A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:

1. The name of each DBE participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
4. The dollar value of each DBE subcontract or supply agreement.
5. The actual payment to date of each DBE participating in the contract.
6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.
7. The Prime Contractor shall notify the Project Manager at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Manager when

they begin work on the project. They must also inform the Project Manager when their forces will be doing work on the project.

- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

SUBSTITUTION OF DBEs: The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for 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. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

CERTIFICATION OF DBEs: To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the GDOT EEO Office at (404) 631-1972.

EVIDENCE OF GOOD FAITH EFFORTS

This completed form should be furnished to AUGUSTA, GEORGIA

CURRENT DATE: ____/____/____

RFP/RFQ/P.O./Bid/Solicitation/Other: _____

PROJECT DESCRIPTION: _____

BIDDER/OFFERER(FIRM): _____

CONTACT PERSON: _____ TELEPHONE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ EMAIL: _____

To determine whether a bidder/offerer has demonstrated good faith efforts to reach the DBE utilization goal(s) on the above-referenced project, AUGUSTA, GEORGIA will consider, AT A MINIMUM, EVIDENCE OF GOOD FAITH EFFORTS as described in the table below.

YES ☒	NO ☒	EVIDENCE OF GOOD FAITH EFFORTS
		PRE-BID MEETING(S): The bidder/offerer attended all pre-bid meetings scheduled by AUGUSTA, GEORGIA to inform DBEs of contracting and subcontracting opportunities.
		COMMUNITY RESOURCES: The bidder/offerer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		DBE LIST(S): The bidder/offerer utilized the GDOT list of certified DBE firms found on the GDOT website.
		ADVERTISEMENT: The bidder/offerer advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		WRITTEN NOTICE(S): The bidder/offerer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		SMALL CONTRACT(S): The bidder/offerer selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation).
		INFORMATION: The bidder/offerer provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		FOLLOW-UP: The bidder/offerer followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder/offerer negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

EVIDENCE OF GOOD FAITH EFFORTS

- a) A report of all proposals received from a joint venture of DBE firms. The report shall indicate the action taken by the bidder/offeree in response to the submitted proposals that have been rejected, and the reason for rejection shall be indicated.
- b) Documentation of efforts to enter into agreements with DBE firms for contracted work and efforts to arrange for a joint venture, partnership or other business relationship with DBEs.
- c) Documented contact with DBE firms, associations, or business development organizations which disseminate information to DBE firms.
- d) A copy of letters sent to groups in relevant market sectors notifying them of the bidder's/offeree's intent to submit a proposal to AUGUSTA, GEORGIA.
- e) Description of assistance provided by the bidder to DBE firms:
 - 1. Review of Request for Proposal or other documents issued by AUGUSTA, GEORGIA.
 - 2. Review of the Scope of Work to be performed.
 - 3. Efforts to assist interested DBEs with bonding, insurance, lines of credit as required by the bidder/offeree.
- f) Documentation of any other effort(s) undertaken by the bidder to encourage the participation of DBE firms.
- g) Overall operation of the bidder/offeree may be considered in evaluating the Evidence of Good Faith Efforts of the bidder/offeree to comply with the goals and intent of the disadvantaged business enterprise goals for AUGUSTA, GEORGIA.
- h) Any other documentation to demonstrate Evidence of Good Faith Efforts to satisfy the objectives outlined above.

ASSISTANCE

You may contact the DBE Liaison Officer for assistance with completing any DBE form or document. You may also contact the DBE Liaison Officer for assistance in identifying available, capable, and willing DBE firms.

CONTACT US

Kellie S. Irving
Compliance Department Director
Augusta, Georgia
535 Telfair Street, Suite 710
706.826.1325
kirving@augustga.gov
www.augustaga.gov

DBE GOAL FORMS

The following exhibits must be submitted to complete your proposal. Please complete the forms in their entirety as applicable to the bid proposal instructions.

Exhibit 1

Letter of Intent

Exhibit 2

Schedule of DBE Participation

Exhibit 3

DBE Unavailability Report

Exhibit 4

DBE Utilization Report

Exhibit 5

Final DBE Utilization Report

LETTER OF INTENT**To Utilize a Disadvantaged Business Enterprise (DBE) Subcontractor/Subconsultant**

From: _____
(Name of Proposer/Bidder)

To: Augusta, Georgia's Selection Committee

Project Description: _____

In response to Augusta, Georgia's Bid No. _____, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Augusta, Georgia.

Name of Firm: _____
(Proposed DBE Subcontractor/Subconsultant)

Expiration of DBE Certification: _____ (Attach copy of DBE certification)

Projected Work Assignment: Enter description of work assignment _____

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) _____

(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary's Signature)

(Notary Seal)

(ACKNOWLEDGEMENT BY THE PROPOSED DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)
_____an individual_____a partnership_____a corporation_____a joint venture. The undersigned agrees with the prime contractor's/consultant's proposal and further certifies that all information provided herein is true and correct.

(Signature of Owner or Authorized Rep.) (Date)

State of _____

County of _____

Sworn and subscribed before me this

_____ day of _____, _____

Notary Print Name

Notary Signature

Commission Expires _____, _____

Identification Produced: _____

Notary Seal

EXHIBIT 2

SCHEDULE OF DBE PARTICIPATION

(To be submitted with an executed Letter of Intent from each DBE firm listed in this form)

BID/RFP #:	DATE FORM SUBMITTED:
PROJECT NAME:	PROJECT START DATE:
PRIME CONTRACTOR:	ADDRESS:
CONTACT PERSON:	TELEPHONE #:

DBE Subcontractor	Expiration of Certification	DBE Contact	Phone	Type of Work To Be Performed	\$	Estimated Sub-Contract Amount
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
			Total Estimated Dollar (\$) DBE Participation		\$	
			DBE Subcontractor Participation Percentage (Total estimated amount allocated to DBEs divided by Total Contract Amount)		%	

The listing of a DBE shall constitute a representation by the bidder/responder to Augusta, Georgia that such DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by Augusta, Georgia's contract representative, with the concurrence of Augusta, Georgia's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program.

I certify that the above information is true to the best of my knowledge:

<i>Signature</i>	<i>Title</i>	<i>Date</i>
THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL		

SAMPLE - DBE Unavailability Report

BID NO. _____

(NAME OF PRIME CONTRACTOR)

(ADDRESS)

(TELEPHONE NO.)

The undersigned representative of the prime contractor, personally appeared before the undersigned officer, authorized to administer oaths who, after being duly sworn, states that the undersigned has contacted the DBEs listed below and that said DBEs are unavailable to perform or to submit a bid which was not the low acceptable bid set forth, and that the following information regarding DBE subcontractors is true and correct to the best of his/her knowledge:

1. The following DBE contractors were invited to bid subcontract work, but were not available to work.
(Provide copy of the invitation, dates, List of DBEs, address, and responses.)
2. The following DBE contractors were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of DBEs, address)
3. The following DBE contractors submitted bids which were not the low acceptable bids.
(Provide copy of the responses and your analysis as to why the bids were not acceptable).

If you did not get any responses to your solicitation of DBE contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

Your report should include information as detailed above.

The report should be signed by the same person signing the Bid submittal.

Signature: _____

Title: _____

Date: _____

DBE UTILIZATION REPORT

EXHIBIT 4

Report No. _____

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:		
PRIME CONTRACTOR:	PERIOD ENDING:		
CONTACT PERSON:	TELEPHONE #:	FAX #	

SUBCONTRACTING INFORMATION

TO BE SUBMITTED **MONTHLY** TO AUGUSTA, GEORGIA'S CONTRACT REPRESENTATIVE AND THE DBE LIAISON (kirving@augustaga.gov)

DBE Subcontractor	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category				
						M	F	B	H	A	NA	W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
-----------	-------	------

Note: The information provided herein is subject to verification by Augusta, Georgia's DBE Liaison.

FINAL DBE UTILIZATION REPORT

EXHIBIT 5

(To be submitted with the final invoice)

CONTRACT #:	CONTRACT AMOUNT:	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:		
PRIME CONTRACTOR:	PERIOD ENDING:		
CONTACT PERSON:	TELEPHONE #: ()	FAX # ()	

SUBCONTRACTING INFORMATION

All payments made to DBE subcontractors must be reported on this form.

DBE Subcontractor	Description of Work	Original Amount (Agreed to Price)	Final Subcontract Amount	Total Amt Paid	Gender		Ethnic Category				
					M	F	B	H	A	NA	W
	TOTALS:										

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
-----------	-------	------

Note: The information provided herein is subject to verification by Augusta, Georgia's DBE Liaison

RFP 18-159 Congestion Management Update for the ARTS

RFP Due Wednesday, February 28, 2018 @ 3:00 p.m.

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CONSULTANT SERVICES AGREEMENT
Between
AUGUSTA, GEORGIA
And
VANESSE, HANGEN BRUSTLIN INC. – VHB

THIS AGREEMENT made and entered into this _____ day of _____, 2018 by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as “AUGUSTA” or “CLIENT” and VANESSE, HANGEN BRUSTLIN INC. – VHB a Massachusetts corporation authorized to do business in Georgia, hereinafter referred to as the (CONSULTANT), for the following reasons:

WHEREAS, the AUGUSTA desires to engage a qualified and experienced planning and engineering consulting firm to develop a Congestion Management Process Update for the Augusta Regional Transportation Study (ARTS)- Metropolitan Planning Organization (MPO) planning area pursuant to the Request For Proposal (RFP) #18-159, hereinafter referred to as the (PROJECT); and

WHEREAS, the CONSULTANT responded to the aforementioned RFP and has represented to AUGUSTA that it is experienced and qualified to provide the services contained therein; and

WHEREAS, AUGUSTA has relied on such representations and selected the CONSULTANT as the most qualified respondent based on its submittal.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between AUGUSTA and the CONSULTANT as follows:

ARTICLE I
TERM AND PERIOD OF SERVICE

The term of this Agreement shall commence on May ____, 2018 and extend through March 31, 2019. The term of this Agreement may be extended only by written renewal approved by the Augusta Georgia Board of Commissioners and the CONSULTANT in accordance with the AUGUSTA, GEORGIA Code.

ARTICLE II
SCOPE OF SERVICES AND PROCEDURE

The required services for the PROJECT are as enumerated and described in Exhibit A – RFP submittal by the CONSULTANT, Exhibit B – Augusta’s RFP Solicitation No. #18-159 for Consulting Services to develop the Congestion Management Process Update for the Augusta Regional Transportation Study (ARTS)- Metropolitan Planning Organization and Exhibit C - Cost Proposal, which documents are attached hereto and incorporated in their entirety by reference and further specified herein.

ARTICLE III REVIEW OF WORK

Authorized representatives of the CLIENT, ARTS MPO, Georgia Department of Transportation (GDOT), South Carolina Department of Transportation (SCDOT), Aiken County, SC and the Federal Highway Administration may at all reasonable times review and inspect the PROJECT activities, financial reports and data collected under the terms of this Agreement and any amendments thereto. The CONSULTANT shall maintain all required records pertinent to this Agreement for a period of three (3) years after final payment is made.

All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the CONSULTANT pursuant to this PROJECT, shall be available to authorized representatives of the CLIENT and representatives of the Federal Highway Administration for inspection and review at all reasonable times in the General Offices of the CLIENT. Acceptance shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the work.

ARTICLE IV COMPENSATION AND PAYMENT

SECTION A - TOTAL COST

The CLIENT shall compensate the CONSULTANT for the proper performance of services under this Agreement a lump sum amount not to exceed two hundred thousand dollars and no/100 cents (\$200,000.00) as presented in Exhibit C – Cost Proposal for the completion of the Scope of Work.

SECTION B - PAYMENT

The CONSULTANT shall submit monthly invoices to the CLIENT. The invoices shall include charges for all labor and costs in accordance with the Scope of Services listed in Attachment A. The monthly invoice shall be accompanied by monthly progress reports that indicate the status of the project.

Unless there is a dispute regarding compensation owed to Consultant, Augusta agrees to pay all approved invoices within thirty (30) days of receipt. The CLIENT shall not be obligated to pay any invoices, which are not in accord with the terms of this Agreement.

By acceptance of the CLIENT's payment of an invoice amount, CONSULTANT releases the CLIENT from any and all claims for service provided and/or work performed through the date of the invoice.

SECTION C - FINAL PAYMENT

It is further agreed that upon completion of the work by the CONSULTANT and its acceptance by the CLIENT including the receipt of any final written submission of the CONSULTANT and the

approval thereof by the CLIENT, the CONSULTANT shall submit to the CLIENT a final invoice. Upon approval of the final invoice by the CLIENT, the CLIENT will pay the CONSULTANT a sum equal to one hundred percent (100%) of the total compensation as set forth in Article V, Section A, less the total of all previous partial payments, paid or in the process of payment. In no event shall this amount exceed the total lump sum amount under this Agreement as set out in this Article. Should the CLIENT fail to pay CONSULTANT all amounts under an invoice when such amounts are due, CONSULTANT may, after providing ten (10) days written notice, suspend its performance of services until such time as all past due amounts have been paid and the time for performance has been extended to overcome the effects of the suspension.

The CONSULTANT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the CLIENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the CLIENT from any and all claims arising out of the CONSULTANT'S work for the CLIENT for and on account of said Agreement, and any and all work done, and labor and materials furnished, in connection with the same, including any work by any subcontractor, unless CONSULTANT has provided notice of a claim to the CLIENT prior to accepting final payment.

ARTICLE V SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, the CLIENT materially alters the scope, character, complexity or duration of the services from those required under the Agreement, a supplemental agreement may be executed between the parties.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the CLIENT or the CONSULTANT with written approval by the other party.

ARTICLE VI AUTHORIZATION AND APPROVAL

The CONSULTANT must begin work under this Agreement no later than five (5) business days after the effective date of this Agreement. The CONSULTANT shall complete all work described in Article II by **March 31, 2019**.

ARTICLE VII INDEPENDENT PARTIES

AUGUSTA, GEORGIA and the CONSULTANT shall at all times be considered independent parties and, in no event, shall either be liable for the actions, omissions, debts and obligations of the other. CONSULTANT shall not have any claim against AUGUSTA, GEORGIA for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, professional malpractice or unemployment insurance benefits or other benefits.

ARTICLE VIII RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT hereby indemnifies and holds harmless the CLIENT, its officers, agents and employees from and against any and all suits, claims, actions, losses, expenses, or damages of any nature whatsoever that arise out of the negligent acts, errors, or omissions of the CONSULTANT or the CONSULTANT'S subcontractors in the performance of work under this Agreement. These indemnities shall not be limited by reason of any insurance coverage or limits on insurance coverage held by the CONSULTANT or the CONSULTANT'S employers, agents and subcontractors or by other indemnities given herein.

ARTICLE IX INSURANCE

Prior to beginning work, the CONSULTANT shall obtain and furnish certificates to the CLIENT for the following minimum amounts of insurance:

- (1) Workman's Compensation Insurance in accordance with the laws of the State of Georgia.
- (2) Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000.00) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000.00) on account of any one occurrence.
- (3) Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000.00).
- (4) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, statistical data, surveys or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE X OWNERSHIP OF DOCUMENTS

Subject to the CONSULTANT being paid for services performed, the CONSULTANT agrees that all reports, drawings, computer disks, specifications, survey notes, estimates, maps, computations and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain the property of the CLIENT upon termination or completion of the work.

ARTICLE XI
SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties of this Agreement that the work of the CONSULTANT is considered personal by the CLIENT. The CONSULTANT agrees not to assign, sublet or transfer any or all of its interest in this Agreement without prior written approval by the CLIENT.

The CLIENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the CONSULTANT agrees that, if requested, it shall submit to the CLIENT any proposed subcontract documents together with subcontractor cost estimates for review and written concurrence of the CLIENT in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in all articles in this Agreement.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

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

ARTICLE XIII
TERMINATION

Either party may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of other party, elect to terminate this Agreement, in whole or in part, by delivering to the address listed in the Notices article of this Agreement, a written notice of termination specifying the effective date of termination. Such notice shall be delivered at least thirty days (30) days prior to the effective date of termination.

The CLIENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon thirty (30) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of services rendered prior to the date of termination. Upon receipt of such notice of termination, the CONSULTANT shall discontinue and cause all work under this Agreement to terminate upon the date specified in the said notice.

All obligations cease upon the CLIENT's notification to CONSULTANT. AUGUSTA, GEORGIA will however honor those obligations made in accordance with the Terms of Agreement, Scope of Work listed in Exhibit A, which were made in good faith prior to such written notification.

Upon termination, notwithstanding the herein above provisions, all finished or unfinished documents, data, studies, and reports prepared by the CONSULTANT in accordance with the Scope of Work listed in Exhibit A shall become the property of and be delivered to AUGUSTA, GEORGIA. The CLIENT shall promptly pay the CONSULTANT for all services performed to the effective date of termination provided that the CONSULTANT submits to Augusta properly computed invoices no later than thirty (30) days after the effective date of termination.

CONSULTANT Default – If the CONSULTANT defaults by failing to substantially perform in accordance with the terms of this Agreement, AUGUSTA, GEORGIA, in its sole discretion, may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If CONSULTANT fails to remedy to the CLIENT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by consultant or written notice from the CLIENT setting forth the nature of said breach or default, the CLIENT shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude Augusta from also pursuing all available remedies against contractor and its sureties for said breach or default.

If CONSULTANT fails to perform the services within the time specified in this contract or any extension or if the Consultant fails to comply with any other provisions of this contract, Augusta may terminate this contract for default. The CLIENT shall terminate by delivering to CONSULTANT a notice of termination specifying the nature of default. CONSULTANT shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

ARTICLE XIV SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Agreement will not be adversely affected.

ARTICLE XV PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the CLIENT.

IT IS FURTHER AGREED that if any information concerning the PROJECT, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CLIENT, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT. In addition, the CONSULTANT shall indemnify and hold harmless the CLIENT, its officers, employees, and agents from any liability arising from such unauthorized release of data.

Further, CONSULTANT acknowledges that under Georgia law its records, accounts, correspondence, and other documentation pertaining to this Agreement, may be public records subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT agrees to deliver immediately to the CLIENT any request made to CONSULTANT under the Georgia Open Records Act and to cooperate fully in responding to any request made either to CLEINT or CONSULTANT and making all records, not exempt, available for inspection and copying as provided by Georgia law.

ARTICLE XVI CONFIDENTIALITY

The CONSULTANT shall comply with all applicable federal, state, and local laws and regulations relating to confidentiality and privacy. The CONSULTANT agrees to take reasonable steps to insure the physical security of any confidential data under its control. The CONSULTANT agrees that it will inform each of its employees or agents having any involvement with personal data other confidential information of the laws and regulations relating to confidentiality.

ARTICLE XVII COPYRIGHTING

The CONSULTANT and the CLIENT agree that any papers, interim reports, forms, and other material which are a part of work under this Agreement are to be deemed a "work made for hire", as such term is defined in the Copyright Laws of the United States. As a "work made for hire", all copyright interests in said works will vest in the CLIENT upon creation of the copyrightable work. If any papers, interim reports, forms, or other material which are a part of work under this Agreement are deemed by law not to be a "work made for hire", any copyright interests of the CONSULTANT are hereby assigned completely and solely to the CLIENT. The CLIENT reserves publication rights to any works produced under this Agreement.

ARTICLE XVIII FEDERAL, STATE AND LOCAL CLAUSES

This agreement incorporates by reference the following Federal Highway Administration and Augusta Georgia 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 CONSULTANT is obligated by and to AUGUSTA, GEORGIA (hereinafter referred to as Augusta, Georgia or the CLIENT) for any specifications or documentation required of Augusta, Georgia under these clauses.

As set forth in the RFP 18-159 as follows:

1. Minority/Women Business reference page 9
2. Statement of Non-Discrimination reference page 6,
3. Non-Collusion reference page 6
4. Conflict of Interest reference page 7
5. Contractor Affidavit and Agreement reference page 7
6. Local Small Business Opportunity Program reference page 9

7. Title VI reference page 15, and
8. Disadvantage Business Enterprise reference page 25-44

ARTICLE XIX NOTICES

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery to the Strategic Long Range Planning Manager or Deputy Director of Augusta Planning and Development Department, (c) overnight courier service, or (d) delivered in person to the Consultant, his or her authorized representative. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two weeks before such notice is sent. Future changes in address shall be effective upon written notice being given via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to CLIENT:

Carletta Singleton, Planning Manager, Strategic Long Range Planning
Martin Laws, Deputy Director
Augusta Planning and Development Department
535 Telfair Street, Suite 300
Augusta, Georgia 30901

With a copy to:

General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, Georgia 30901

If to CONSULTANT:

Grady Smith, Program Manager
VANESSE, HANGEN BRUSTLIN INC. – VHB
1355 Peachtree Street NE
Suite 100
Atlanta, Georgia 30309

**ARTICLE XX
CONTRACT DISPUTES**

This Agreement shall be deemed to have been executed in Richmond County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. All claims, disputes and other matters in question between the CLIENT and CONSULTANT arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. CONSULTANT, by executing this Agreement, specifically consents to jurisdiction of the State of Georgia and to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

**ARTICLE XXI
COMPLIANCE WITH APPLICABLE LAW**

A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

B. IT IS FURTHER CERTIFIED that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit D of this Agreement.

C. IT IS FURTHER AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 C.F.R. 710.405(b) as stated in Exhibit E of this Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

By:_____

Notary Public

By:_____
Grady Smith, Program Manager
VANESSE, HANGEN BRUSTLIN INC. – VHB

Notary Public

EXHIBIT A

SCOPE OF WORK

The Augusta Regional Transportation Study (ARTS-MPO) is a bi-state Metropolitan Planning Organization (MPO) covering the Augusta-Richmond County, GA, and Aiken County, SC urbanized area. The ARTS planning area includes Richmond County, part of Columbia County, and the Cities of Hephzibah, and Blythe in Georgia; and part of Aiken and Edgefield Counties in South Carolina including Cities of Aiken, North Augusta, New Ellenton and Burnetown. The Augusta Planning and Development Department administers and provides technical planning staff for the federal transportation planning process in partnership with GDOT, SCDOT, FHWA, FTA, Aiken County Planning and Development Department, Augusta Public Transit Dept. and the Lower Savannah Council of Governments.

A Congestion Management Process (CMP) is integral to transportation planning in the ARTS area. The Congestion Management Process (CMP) is intended to include procedures to alleviate or reduce anticipated increases in roadway congestion and ensure that “federal, state, and local agencies” join with regional transit providers, business, private and environmental interests to develop and implement comprehensive strategies needed to develop appropriate responses to transportation needs. The purpose of the ARTS CMP is to document congestion/travel reliability on major transportation corridors in the study area; issues related to special events, work zones and atmospheric conditions; identify and implement strategies for reducing or eliminating congestion to improve travel reliability, and track the effectiveness of congestion/travel reliability mitigation projects.

The CMP will describe the framework for the ongoing process and include elements of the roadway system, traffic level of service standards, performance elements, trip reduction and travel demand. The Congestion Management Process update will address planning factors and performance measures mandated by the Fixing America Surface Transportation Act (FAST Act) that are appropriate for inter-county transportation planning.

The roadway network within the ARTS MPA includes 52 corridors designated as federal-aid roadways, such as interstates, freeways, multi-lane highways, rural highways, and arterials. Since congestion/travel reliability results from various travel system deficiencies which are identified by different criteria, the existing processes for data collection and analysis, identification of innovative and applicable congestion mitigation strategies monitoring methodologies will be analyzed, redefined and updated. This work is based on federal guidelines, best practices, available data, engineering and planning techniques. The descriptions of the regional CMP system is included in Attachment X.

The RFP shall include but not limited to engineering and planning approaches to the following tasks:

Task 1: *Review and Conduct Assessment of the Existing CMP*

Task 1 - Deliverables: Tasks 1 and 2 conducted concurrently and presented combined in the Draft and Final Reports.

Task 2: *Research CMP Best Practices* - research relevant CMP best practices for similar

Transportation Management Areas in Georgia and South Carolina. There are many examples of best practice assessments regarding Congestion Management Process. This task will identify relevant MPO experiences with CMP that offer innovative approaches appropriate for the ARTS area.

Task 2 - Deliverables: Tasks 1 and 2 conducted concurrently and presented combined in the Draft and Final Reports.

Task 3: *Develop a Stakeholder and Public Outreach Approach*

Attendance and presentations on reports of up to any of three total combined meetings of the ARTS MPO committees, County Council, City Council, Town Council or Planning Commissions may be required.

Task 3 - Deliverables: Draft and Final Reports.

Task 4: *Data Collection and Analysis of Existing and Future CMP Transportation System Network* - collect data currently available for the roadway network and intersections from the Annual Traffic Crash and Intersection Report and traffic data reports from state and local agencies to help reduce the data collection effort.

Task 4 - Deliverables: Tasks 4 and 5 conducted concurrently and presented combined in Technical Report; GIS Transportation Database or Update; Presentations to MPO committees.

Task 5: *Analyze Traffic Congestion Problems and Needs* – evaluate current traffic conditions and evaluate characteristics for the existing CMS corridors in the study area. Review and analyze existing transportation improvement projects in the FY 2017-2022 Transportation Improvement Program, planned projects in the 2040 Long-Range Transportation Plan (LRTP/MTP) relevant traffic and transportation studies and other regionally significant transportation projects completed for the MPO and any jurisdictions within the study area. Conduct traffic analysis of current and future levels of congestion/travel reliability on existing major and minor thoroughfares, collectors, and intersections resulting in a corridor traffic data profile.

Task 5 - Deliverable: Tasks 4 and 5 conducted concurrently and presented combined in Technical Report; GIS Transportation System Database; and GIS shape files.

Task 6: *Review and refine Goals and Objectives* - review and refine existing regional goals and objectives addressing congestion management.

Task 6 - Deliverable: Tasks 6, 7 and 8 conducted concurrently and presented combined in the Draft and Final Reports.

Task 7: *Develop Multimodal Performance Measures* – using the traffic and travel analysis in Task 4 and 5, develop guidelines and performance measures to address traffic congestion/travel reliability, safety, regional transportation issues, as well as existing

and future transportation conditions. These performance measures should be developed in coordination and support the travel reliability, performance measures and targets set by the States of Georgia and South Carolina in consultation with FHWA and FTA.

Task 7 - Deliverable: Tasks 6, 7 and 8 conducted concurrently and presented combined in the Draft and Final Reports.

Task 8: *Review and Update Existing CMP Strategies* – develop a package of multimodal congestion/travel reliability management strategies for each corridor. Also, include an evaluation of previously implemented congestion/reliability focused projects and/or strategies to support a before & after evaluation of projects to guide in the selection of future projects.

Task 8 - Deliverable: Tasks 6, 7 and 8 conducted concurrently and presented combined in the Draft and Final Reports.

Task 9: *Develop CMP Data Collection, Monitoring and Performance Reporting Process* – this task will include developing a step-by-step process for data collection, updating the GIS attribute database and spatial analysis, evaluations of previously implemented congestion/travel reliability projects or strategies in the area, and reporting annual traffic congestion/travel reliability conditions and travel data. This task will also include developing a project prioritization process.

Task 9 - Deliverable: Tasks 9 and 10 conducted concurrently and presented combined in the Draft and Final Reports; GIS based Performance Database.

Task 10: *Develop CMP System Performance Monitoring Evaluation* - develop corridor profiles for each CMP corridor summarizing existing conditions, level of congestion/travel reliability, performance measures, strategies, recommendations, project prioritization and implementation process/schedule in the creation of an annual CMP report.

Task 10 - Deliverable: Tasks 9 and 10 conducted concurrently and presented combined in the Draft and Final Reports; GIS analytical reporting tool – Annual Performance Monitoring Report based Database.

EXHIBIT B

**Augusta's RFP #18-159 for Consulting Services to develop the
Congestion Management Process Update for the Augusta Regional
Transportation Study (ARTS)- Metropolitan Planning Organization**

Exhibit C - Cost Proposal

Cost Proposal

Proposed CMP Update Project Budget - By Task

<u>Task</u>	<u>Amount</u>	<u>% By Task</u>
Task 0: Project Management	14,000.00	8%
Task 1: Review and Conduct Assessment of the Existing CMP	8,750.00	5%
Task 2: Research CMP Best Practices	8,750.00	5%
Task 3: Develop a Stakeholder and Public Outreach Approach	7,000.00	4%
Task 4: Data Collection and analysis of Existing and Future CMP Transportation System Network	26,250.00	15%
Task 5: Analyze Traffic Congestion Problems and Needs	17,500.00	10%
Task 6: Review and Refine Goals and Objectives	7,000.00	4%
Task 7: Develop Multi-Modal Performance Measures	10,500.00	6%
Task 8: Review and Update Existing CMP Strategies	15,750.00	9%
Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process	19,250.00	11%
Task 10: Develop CMP System Performance Monitoring Evaluation	38,500.00	22%
Task 11: Draft and Final Reports	1,750.00	1%
TOTAL	<u>\$175,000</u>	100%
Optional Additional Elements		
Improved dashboard with enhanced search and query, drill down charting and graphics	25,000.00	

Augusta Congestion Management Process

DRAFT Project Budget 3/29/2018

VHB Staff Hours by Task & Staff Category

Task Description	Project Manager	Sr. Planner/Engineer	VHB			Total Hours	Total Cost
			Sr. GIS Programmer/Analyst	Planner/Engineer	Admin		
Task 0: Project Management	26	37	8	0	9	80	\$ 13,043
Task 0.1: PM Team & Client Coordination Meetings	18	9	0	0	0	27	\$ 5,400
Task 0.2: Project Management Plan/Invoicing/Progress Reports	0	4	0	0	9	13	\$ 1,083
Task 0.3: QA/QC Activities	8	24	8	0	0	40	\$ 6,560
Task 1: Review and Conduct Assessment of the Existing CMP	4	10	0	12	0	26	\$ 3,840
Task 1.1: Assess Current Conditions	1	2	0	0	0	3	\$ 525
Task 1.2: Identify Potential Process Improvements	2	6	0	0	0	8	\$ 1,350
Task 1.3: Draft & Final "Report Card" of Current Conditions	1	2	0	12	0	15	\$ 1,985
Task 2: Research CMP Best Practices	4	5	0	45	0	54	\$ 7,050
Task 2.1: Identify Peer MPOs	1	1	0	8	0	10	\$ 1,335
Task 2.2: Conduct Best Practices Research	0	0	0	13	0	13	\$ 1,560
Task 2.3: Identify Best Practices Relevant to ARTS	1	2	0	8	0	11	\$ 1,485
Task 2.4: Draft & Final Existing CMP and Best Practices Assessment Chapter	2	2	0	16	0	20	\$ 2,670
Task 3: Develop a Stakeholder and Public Outreach Approach	14	22	0	8	0	44	\$ 7,410
Task 3.1: Stakeholder and Public Outreach Plan	1	4	0	0	0	5	\$ 825
Task 3.2: Develop up to Three (3) One-page Fact Sheets	1	3	0	4	0	8	\$ 1,155
Task 3.3: Attend and Present at up to Four (4) Combined & Public Meetings	12	15	0	4	0	31	\$ 5,430
Task 4: Data Collection and analysis of Existing and Future CMP Transportation System Network	2	10	0	51	0	63	\$ 8,070
Task 4.1: Collect Existing Data (Coordinate with ARTS, DOTs, APT)	0	4	0	16	0	20	\$ 2,520
Task 4.2: Collect Additional Data Identified Through Stakeholder Coordination	0	4	0	16	0	20	\$ 2,520
Task 4.3: Draft & Final Data Collection and Needs Assessment Chapter	2	2	0	19	0	23	\$ 3,030
Task 5: Analyze Traffic Congestion Problems and Needs	2	28	0	60	0	90	\$ 11,850
Task 5.1: Identify and Document System and Corridor Attributes	0	6	0	12	0	18	\$ 2,340
Task 5.2: Develop GIS Shapefiles of Current and Future Congestion	0	1	0	12	0	13	\$ 1,590
Task 5.3: Develop GIS Transportation System Database	0	1	0	12	0	13	\$ 1,590
Task 5.4: Summarize Needs by Corridor	1	16	0	16	0	33	\$ 4,545
Task 5.5: Draft & Final Traffic Congestion Problems and Needs Chapter	1	4	0	8	0	13	\$ 1,785
Task 6: Review and Refine Goals and Objectives	4	12	0	16	0	32	\$ 4,620
Task 6.1: Review Previous CMP Goals and Refine to Align With Current ARTS Goals	1	2	0	0	0	3	\$ 525
Task 6.2: Coordinate With GDOT and SCDOT to Align With Statewide Goals	1	2	0	0	0	3	\$ 525
Task 6.3: Develop SMART Objectives for Each Goal	1	4	0	8	0	13	\$ 1,785
Task 6.4: Document CMP Goals and SMART Objectives	1	4	0	8	0	13	\$ 1,785
Task 7: Develop Multi-Modal Performance Measures	3	12	0	0	0	15	\$ 2,475
Task 7.1: Update & Expand Existing Performance Measures	1	4	0	0	0	5	\$ 825
Task 7.2: Identify New Multi-Modal Performance Measures	1	4	0	0	0	5	\$ 825
Task 7.3: Document Multi-Modal Performance Measures	1	4	0	0	0	5	\$ 825
Task 8: Review and Update Existing CMP Strategies	3	2	0	0	0	5	\$ 975
Task 8.1: Review Existing CMP Strategies	0	0	0	0	0	0	\$ -
Task 8.2: Identify Potential New CMP Strategies	0	0	0	0	0	0	\$ -
Task 8.3: Update Toolbox of CMP Strategies	1	0	0	0	0	1	\$ 225
Task 8.4: Evaluate Strategy Effectiveness	1	0	0	0	0	1	\$ 225
Task 8.5: Draft & Final Goals and Objectives, Multimodal Performance Measures, and CMP Strategies Chapter	1	2	0	0	0	3	\$ 525
Task 9: Develop CMP Data Collection, Monitoring and Performance Reporting Process	2	2	90	0	0	94	\$ 13,800
Task 9.1: Implement Data Environment/Big Data	0	0	34	0	0	34	\$ 4,930
Task 9.2: Develop Project Prioritization Process	1	0	10	0	0	11	\$ 1,675
Task 9.3: Document List of Prioritized Projects	0	0	12	0	0	12	\$ 1,740
Task 9.4: Draft & Final CMP Data Collection, Monitoring, and Performance Reporting Process	1	2	34	0	0	37	\$ 5,455
Task 10: Develop CMP System Performance Monitoring Evaluation	1	2	190	0	0	193	\$ 28,075
Task 10.1: Implement Reporting Dashboard	0	0	156	0	0	156	\$ 22,620
Task 10.2: Provide Documentation & Training on Reporting Dashboard	0	0	16	0	0	16	\$ 2,320
Task 10.3: Draft & Final System Performance Monitoring Evaluation Chapter	1	2	18	0	0	21	\$ 3,135
Task 11: Draft and Final Reports	2	2	0	8.68	0	12.68	\$ 1,792
Task 11.1: Draft Report	1	1	0	6	0	8	\$ 1,095
Task 11.2: Final Report	1	1	0	3	0	4.68	\$ 697
Total	67	144	288	201	9	709	\$ 103,000

Fee Estimate

VHB Labor Costs	Loaded Hourly Rates	Total Hours	Cost
Project Manager (Grady Smith)	\$ 225.00	67	\$ 15,075
Senior Planner/Engineer	\$ 150.00	144	\$ 21,600
Senior GIS Programmer/Analyst	\$ 145.00	288	\$ 41,760
Planner/Engineer	\$ 120.00	201	\$ 24,062
Admin	\$ 53.70	9	\$ 483
Total			\$ 103,000
VHB Direct Expenses			
Travel (mileage, etc.)			\$ 1,500
Miscellaneous (graphics, printing, meals)			\$ 2,500
Total			\$ 4,000
Subconsultants			
RS&H; Tasks 7, 8, 9, and 10			\$ 40,000
Vision Engineering and Planning (DBE) 16.5%; Tasks 1, 4, and 5			\$ 28,000
Total			\$ 68,000
Sub-Total			\$ 175,000
Additional Tasks			
Improved dashboard with critical intersections, enhanced search and query, drill down charting and graphics			\$ 20,000
Flexible funds for additional tasks to be determined with ARTS during the course of the project			\$ 5,000
TOTAL COST			\$ 200,000



Finance Committee Meeting

5/8/2018 1:20 PM

Award contract to Vanesse, Hangen Brustlin Inc. – VHB for RFP 18-159 ARTS MPO Congestion Management Process Update

Department: Planning & Development

Presenter: Rob Sherman

Caption: Award contract for professional consulting planning and engineering services for RFP 18-159 Congestion Management Process Update for the Augusta Regional Transportation Study MPO. All procurement procedures were followed in accordance with city, state and federal requirements. This contract shall not to exceed \$200,000.

Background: The Augusta Planning and Development Department on behalf of the Augusta Regional Transportation Study – Metropolitan Planning Organization is required to develop and maintain a Congestion Management Process as a prerequisite of the federal transportation planning process in compliance with 23 U.S.C 134, 49 U.S.C 5305 CFR §450.334(a) of the Metropolitan Planning and Programming Regulations. Based on the Transportation Management Area Certification Review of the ARTS MPO conducted by the Federal Highway Administration and Federal Transit Administration on July 26-27, 2016, the Augusta Planning and Development Department is required to update the Congestion Management System (CMS) to comply with FHWA transportation planning guidelines for Congestion Management Process Framework to include performance measures and targets. The Policy Committee of the ARTS MPO approved a resolution on December 7, 2017 to include funding for this project \$200,000 (\$140,000 is 80% federal MPO PL funds and \$35,000 is 20% local match) using federal aid highway transportation funds from GDOT, SCDOT and FHWA. The local match is provide in the 2018 general fund budget for the Planning and Development Department. Additionally, the Aiken County Planning and Development Department will provide \$25,000 (\$20,000 federal MPO PL funds and \$5,000 local match).

Analysis:

The APDD must develop and maintain a Congestion Management Process for ARTS MPO as a condition of receiving federal metropolitan planning funds to carry out and meet all federal regulations, transportation planning requirements and guidelines subject to 23 U.S.C 134, 49 U.S.C 5305 CFR §450.334(a) of the Metropolitan Planning and Programming Regulations; and the Fixing America Surface Transportation (FAST) Act of 2015.

Financial Impact:

No additional financial impact. Funding for this project is provide in the 2018 general fund budget for the Planning and Development Department.

Alternatives:

Do not approve the contract award to the recommended firm for professional consulting planning and engineering services not to exceed \$200,000.00.

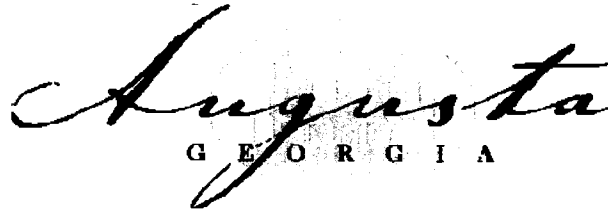
Recommendation:

Approve the contract award to the recommended firm for professional consulting planning and engineering services not to exceed \$200,000.00.

**Funds are
Available in the
Following
Accounts:**

GDOT, SCDOT and FHWA will provide federal aid highway transportation funds. Aiken County, SC will also provide local funds for this project as member government of the ARTS MPO. These funds are included in the Planning and Development Department in account # 220016309 – Planning and Development Grant.

REVIEWED AND APPROVED BY:



Finance Committee Meeting Commission Chamber - 4/24/2018

ATTENDANCE:

Present: Hons. Frantom, Chairman; Sias, Vice Chairman; Hasan, member.

Absent: Hons. Hardie Davis, Jr., Mayor; Guilfoyle, member.

FINANCE

- | | |
|---|------------------------------------|
| 1. Presentation by Ms. Belinda Johnson regarding a tax matter involving the Tax Commissioner's Office concerning property in her grandfather's estate in the name of Johnny M. Taylor at 2485 Dublin Drive. | Item Action:
Rescheduled |
|---|------------------------------------|

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
--------------------	--------------------	----------------	--------------------	----------------------

Approve	Motion to approve asking Ms. Johnson to meet with the Tax Commissioner today and if the matter is not resolved, to place the item on the Commission agenda next week. Motion Passes 3-0.	Commissioner Sammie Sias	Commissioner Ben Hasan	Passes
---------	---	--------------------------	------------------------	--------

- | | |
|--|---------------------------------|
| 2. Approve a request from the Daniel Field General Aviation Commission, DNL GAC, for an increase in the operating budget of the Daniel Field Airport in the amount of \$79,000. Please note that the Daniel Field Airport is an enterprise fund. | Item Action:
Approved |
|--|---------------------------------|

Motions

Motion Text	Made By	Seconded By
--------------------	----------------	--------------------

**Motion
Type**

**Motion
Result**

Approve

Motion to
approve.
Motion Passes
3-0.

Commissioner
Ben Hasan

Commissioner
Sammie Sias

Passes

3. Motion to approve the minutes of the Finance Committee held on April 10, 2018.

**Item
Action:**
Approved

Motions

**Motion
Type**

Motion Text

Made By

Seconded By

**Motion
Result**

Approve

Motion to
approve.
Motion Passes
3-0.

Commissioner
Ben Hasan

Commissioner
Sammie Sias

Passes

www.augustaga.gov



**Finance Committee Meeting
5/8/2018 1:20 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Finance Committee held on April 24, 2018.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Augusta Richmond County
Operating/Encumbrance Carryover Requests
2018

Fund	Org Key	Object	Description	Department	Carryover Amount Requested	Recommended			Finance Recommended
						Encumbrance Carryover (3951110)	Operating/Capital Carryover (3951120)	Total	
101	101-01-1310	5234110	Printing and binding	Clerk of Council/Commission	15,000	15,000			Y
101	101-01-5710	5234110	Printing and binding	Tax Assessor	19,182	19,182			Y
101	101-04-1110	5316120	Telephones under \$500	Engineering	8,205	-			N
101	101-03-9110	5422210	Trucks, All Sizes	Augusta Animal Services	37,800		37,800		Y
101	101-10-1110	6011140	Disparity Study	Compliance	225,060		225,060		Y
101	101-10-1110	6011140	Events Planning	Recreation	80,000		80,000		Y
101	101-01-5160	5319120	R&M - Building	Planning and Development	32,720		32,720		Y
101 Total					417,967	34,182	375,580	409,762	
217	217-07-2210	5319120	R&M - Building	Planning and Development	69,860	65,020	4,840		Y
217	217-07-2210	5413120	Building Renovations	Planning and Development	19,350		19,350		Y
217 Total					89,210	65,020	24,190	89,210	
274	274-03-4110	5422110	Vehicles	Fire	77,000		77,000		Y
274	274-03-4110	5426120	Safety Equipment	Fire	79,000		79,000		Y
274 Total					156,000	-	156,000	156,000	
276	276-04-1610	5311640	Replacement Lights	Street Lights	24,885	-			N
276 Total					24,885	-	-	-	
506	506-04-3110	5223112	R&M-Contract-Equipment	Utilities	5,320	-			N
506	506-04-3110	5224214	Equipmental Rental	Utilities	3,720	-			N
506	506-04-3110	5423110	Office Fixtures & Furniture	Utilities	11,070	11,070			Y
506	506-04-3110	5424510	Peripherals Equipment	Utilities	41,750	41,750			Y
506	506-04-3210	5223110	Repairs and maintenance	Utilities	41,360	41,360			Y
506	506-04-3410	5311914	Tool Supplies	Utilities	1,260	-			N
506	506-04-3430	5223110	Repairs and maintenance	Utilities	1,190	-			N
506	506-04-3540	5213119	Other Technical Services	Utilities	8,370	8,370			Y
506	506-04-3540	5424510	Peripherals Equipment	Utilities	9,370	9,370			Y
506	506-04-3580	5223110	Repairs and maintenance	Utilities	5,280	5,280			Y
506	506-04-3580	5319130	R & M - Equipment	Utilities	4,690	4,690			Y
506	506-04-3580	5421110	Machinery	Utilities	59,530	59,530			Y
506 Total					192,910	181,420	-	181,420	
581	581-04-4320	5211110	Management Consultants	Stormwater	510,415	510,415			Y
581	581-04-4320	5211120	Contractual Services	Stormwater	1,006,765	1,006,765			Y
581	581-04-4320	5414910	Other Infrastructure	Stormwater	6,567	-			N
581	581-04-4320	5423110	Office Fixtures & Furniture	Stormwater	8,204	-			N
581	581-04-4320	5424120	Software	Stormwater	177,213	177,213			Y
581 Total					1,709,164	1,694,393	-	1,694,393	
611	611-01-5214	5522101	Damages-General Fund	Risk Management	4,442	4,442			Y
611	611-01-5214	5522551	Damages-Bush Field	Risk Management	2,690	2,690			Y
611 Total					7,132	7,132	-	7,132	
Grand Total					2,597,268	1,982,147	555,770	2,537,917	



**Finance Committee Meeting
5/8/2018 1:20 PM
Operating, Capital, Encumbrance Carryover Request**

Department:	Finance
Presenter:	Donna Williams, Finance Director
Caption:	Approve funding of operating, capital, encumbrance carryover.
Background:	Operational appropriations are encumbered as a result of purchase orders, contracts or other forms of legal commitments. Encumbrances outstanding at year-end are reported as a reservation of fund balance. Operational appropriations lapse at year-end and Capital Projects typically extend over several years and may still require a budget amendment; however, reappropriations of amounts to cover significant encumbrances are made by the Augusta Georgia Commissioners during the subsequent fiscal year as an amendment to the budget
Analysis:	Several projects, programs and large contracts for services were approved and awarded in 2017. The funding for the contracts was collected in 2017. In accordance with budgetary policy commission, approval is required to carry over funding from prior years. Approval will allow the program to continue without any disruption of service.
Financial Impact:	Funding is available in related funds fund balance.
Alternatives:	Require use of current year funding
Recommendation:	approve us of fund balance for encumbrance carryover
Funds are Available in the Following Accounts:	101-00-0000/3952110 \$ 409,770 217-00-0000/3952110 \$ 89,210 274-00-0000/3952110 \$ 156,000 506-00-0000/3952110 \$ 181,420 581-00-0000/3952110 \$ 1,694,340 611-00-0000/3952110 \$ 7,140

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Nancy Morawski

From: Commissioner Sammie Sias
Sent: Thursday, May 03, 2018 9:40 AM
To: Lena Bonner
Cc: Janice Allen Jackson; Hawthorne Welcher; Chris J. Johnson; Commissioner Dennis Williams; Commissioner Sean Frantom
Subject: Re: Finance Agenda Item

I inadvertently left off these additional properties that is part of this same cleanup and redevelopment effort.

1312 Steiner Ave
1314 Steiner Ave
1408 Steiner Ave
1733 Mill Str

Sammie L. Sias
Commissioner,
Augusta Richmond County
"Failure is not an Option"

From: Commissioner Sammie Sias
Sent: Thursday, May 3, 2018 8:52 AM
To: Lena Bonner
Cc: Janice Allen Jackson; Hawthorne Welcher; Chris J. Johnson; Commissioner Dennis Williams; Commissioner Sean Frantom
Subject: Finance Agenda Item

Ms Bonner,

Please place the following item on the Finance Committee Agenda for 8 May 2018:

Reference property at: 1409 Steiner Ave, Augusta, GA 30901

Consider the Refund of Delinquent Taxes once they are paid to support the cleanup and redevelopment of this long time contaminated eyesore in the community.

I am requesting that we consider this over two committee cycles to allow all questions and concerns to be addressed.

Request that Community Housing Director, the Laney Walker Development Corp, and other interested be prepared to address the commission on this issue.

I also ask the Tax Commissioner's to provide a detailed report of all taxes due.

Thanking everyone in advance.

Sammie L. Sias
Commissioner,
Augusta Richmond County
"Failure is not an Option"

Please consider the environment before printing this email.

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AED:104.1

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After recording, please return to:
Huggins, Allen, Anderson &
Jones, LLP
3525 Walton Way Extension
Augusta, Georgia 30909
Attn: David C. Jones

STATE OF GEORGIA

COUNTY OF RICHMOND

QUITCLAIM DEED

THIS INDENTURE is made as of the 16 day of February, 2018, by and between **Wells Fargo Bank, N.A., Successor-By-Merger to Wachovia Bank, N.A. and SouthTrust Bank**, hereinafter called "**Grantor**", and **Laney-Walker Development Corporation**, hereinafter called "**Grantee**". The words "**Grantor**" and "**Grantee**" include the neuter, masculine and feminine genders, and the singular and the plural.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has remised, released, conveyed and forever quitclaimed, and by these presents does remise, release, convey and forever quitclaim unto Grantee, and the successors, successors-in-title, legal representatives and assigns of Grantee, all those tracts or parcels of land lying and being in Richmond County, Georgia, being more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said tracts or parcels of land in order that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any title or interest in or to said land or any of the rights, members and appurtenances thereof.

THE PURPOSE OF THIS CONVEYANCE is for Grantor fully and completely to remise, release, convey and forever quitclaim to Grantee all those tracts or parcels of land described herein in order to clear title to said tracts or parcels of land (including, without limitation,

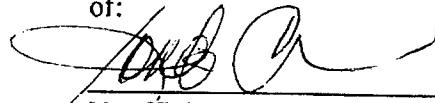
the release of all those tracts or parcels of land from (i) that certain Writ of Fieri Facias against C. Barry Whitney, Jr. recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 41, page 6361, and (ii) that certain Deed to Secure Debt from C. Barry Whitney, Jr. recorded with the Clerk of Superior Court of Richmond County, Georgia in Realty Reel 486, Page 1423, as modified in Book 692, Page 2218 and in Book 872, Page 1361, and (iii) that certain Security Deed from C. Barry Whitney recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 723, Page 351.

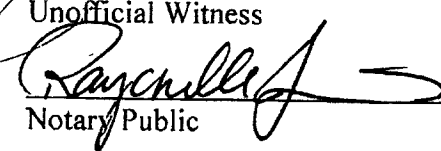
Grantor acknowledges that C. Barry Whitney, Jr. (a/k/a C. Barry Whitney) deeded the tracts or parcels of land described herein to Grantee pursuant to that certain Deed of Gift recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 1599, Page 1863 and that certain Deed of Gift recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 1606, Page 890.

IN WITNESS WHEREOF, Grantor's duly authorized representative has executed and sealed this indenture, and delivered this indenture to Grantee, all the day and year first written above.

GRANTOR:

Signed, sealed and delivered in the presence of:

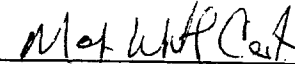


Unofficial Witness


Notary Public

My Commission Expires: 1-30-2020

**WELLS FARGO BANK, N.A.,
SUCCESSOR-BY-MERGER TO
WACHOVIA BANK, N.A. AND
SOUTHTRUST BANK**

By: 
Name: Marilyn Whitney Carter
Title: Vice President

(SEAL)

(NOTARIAL SEAL)

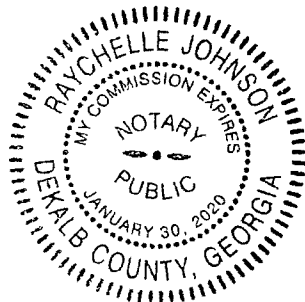


EXHIBIT A

All those parcels of land, together with improvements thereon, situate, lying and being in the State of Georgia, County of Richmond, more particularly being described as the following, to wit:

TRACT 1: 1409 & 1312 STEINER AVENUE

Parcel No. Two (2), being all or the land within the red lines lettered IJ, JK, KL, LM, MN, NO, OP, PQ, QR, RS, ST, TU, UV, VW, WX, XY, and YI, on a "Plat of Property" of Atlantic States Warehouse Company, made by Elroy G. Smith, Engineer, dated June 10, 1926, a blue print of said Plat being annexed to and recorded with a Security Deed from Atlantic States Warehouse Company to Georgia Railroad Bank, dated June 24, 1926, and recorded in the Office of the Clerk of Superior Court of Richmond County in Realty Book 10-T, pages 534-539, to which Plat reference is made for a more complete description, and being bounded: North by Anderson Avenue; East now or formerly by an alley; Southwest by what was formerly Augusta Avenue, and also by Milledgeville Road; and West by Clay Street, which separates a portion of this property from property owned by Medical College of Georgia Foundation.

And being of portion or the property conveyed by Georgia Railroad Bank and Trust Company to Georgia-Carolina Warehouse & Compress Company, by Warranty Deed of January 11, 1933, and recorded in said Clerk's Office in Realty Book 12-O, page 410 et seq.

LESS AND EXCEPT all that property conveyed to The City Council of Augusta by that certain deed from Georgia-Carolina Warehouse & Compress Company dated November 22, 1957 and recorded in said Clerk's Office in Realty Book 24-V, page 102 et seq.

ALSO, LESS AND EXECPT all that property conveyed to RCB Capital, LLC by that certain Sheriff's Tax Deed dated October 7, 2014 and recorded in said Clerk's Office in Book 1459, page 498.

TAX #s: 059-3-001-00-0 and 059-3-028-00-0

TRACT 2: 1733 MILL STREET

All that lot or parcel of land with any improvements thereon lying within the City of Augusta, Richmond County, Georgia, fronting 102 feet, more or less, on the West side of Mills Street, also known as Mill Street; and being known as Not No. 11, Block 20, on a plat recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Realty Book 4-H, pages 572-573. Said lot is triangular in shape and is bounded: North by Lot No. 10 of said Plat; East by Mills Street; South and West by the long line of its triangle, which measures 134 ½ feet, more or less, in length, that faces what was referred to as 16th Street, and has been used by Lansing B. Lee, Jr. and Bertha L. Toole herein; the premises being known as No. 1733 and 1735 Mills Street.

And being the same property conveyed by Mr. Louis T. Clark to Georgia-Carolina Warehouse & Compress Company by Warranty Deed dated February 21, 1966, and recorded in said Clerk's Office in Realty Book 32-M, page 881.

TAX #: 059-3-026-00-0

TRACT 3: 1314 STEINER AVENUE

All that lot of land with improvement, thereon, lying in the City of Augusta, Richmond County, Georgia, known as Lot No. 20, of the Official Plat in the Office of the City Tax Assessor of Augusta, Georgia, known then as Ward 4, Block 97. Said Lot is triangular in shape. Said property fronts a distance of 84 feet, more or less, on the South side of Steiner Lane, and is further bounded on the East by Garrett's Lane for a distance of 117.20, more or less, and on the Southwest by a Street designated on official Plats, now or formerly as Monroe or Sixteenth Street, on which it has a frontage of 138.5 feet, more or less; the premises being formerly known as 1314 Steiner Lane, also referred to as 1316 Steiner Lane, now known as 1314 Steiner Lane, and, on the current Augusta-Richmond County Tax Map as Map 59, Block 3, Parcel 27.

TAX #: 059-3-027-00-0

TRACT 4: 1408 STEINER AVENUE

ALL and only that parcel of land, with improvements thereon, designated as Tax Parcel 059-3-029-00-0, lying and being in the City of Augusta, Richmond County, Georgia, containing 4.8 acres, more or less, shown in Book 10-T, Page 534, the description contained therein being incorporated herein by this reference, described in Deed Book 322, Page 1681, known as 1408 Steiner Avenue.

Map and Parcel No. 059-3-029-00-0
1408 Steiner Ave.

THOMPSON BUILDING WRECKING CO, INC.

HIRAM E. THOMPSON
President

631 Eleventh Street
P.O. Box 932
Augusta, Georgia 30903
Phone: (706) 722-1432
Fax: (706) 722-4253

Commercial
Demolition
Equipment Rental
Grading / Clearing

January 25, 2018

ATTN: Dr. David Squires
PH: 706-831-6696
Email: drsquires@gmail.com

**REF: QUOTE FOR SITE CLEANUP AND ROUGH-GRADE CONCRETE AND BUILDING MATERIALS
LOCATED AT 1409 STEINER AVENUE, GA ON 16.29 ACRES**

Dear Dr. Squires:

We at Thompson Building Wrecking Co. are pleased to submit our proposal to perform the demolition and removal for the project referenced above.

SITE CLEANUP AND ROUGH-GRADE QUOTE AS FOLLOWS:

- **SITE CLEANUP AND ROUGH-GRADE OF 16.29 ACRES:**
..... **\$650,000.00**
BUDGETARY PURPOSES ONLY

In addition, this quote includes Thompson Building Wrecking Company providing the manpower, supervision, tools, equipment, disposal fees, permits and insurance necessary to start and complete this demolition and cleanup project in a timely and professional manner.

Work may begin within 10 working days of notice to proceed, and all work completed within 20 working days thereafter. Payment will be due at completion.

We look forward to providing our services for this project. Should there be any questions or if I can be of further help please don't hesitate to call.

Respectfully,

TYSON THOMPSON
Project Estimator

Space Above This Line for Recorder's Use

After recording, please return to:
Huggins, Allen, Anderson &
Jones, LLP
3525 Walton Way Extension
Augusta, Georgia 30909
Attn: David C. Jones

STATE OF GEORGIA

COUNTY OF RICHMOND

QUITCLAIM DEED

THIS INDENTURE is made as of the 27th day of Apr., 2018, by and between QUEENSBOROUGH NATIONAL BANK & TRUST COMPANY, F/K/A FIRST NATIONAL BANK & TRUST CO., hereinafter called "Grantor", and Laney-Walker Development Corporation, hereinafter called "Grantee". The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has remised, released, conveyed and forever quitclaimed, and by these presents does remise, release, convey and forever quitclaim unto Grantee, and the successors, successors-in-title, legal representatives and assigns of Grantee, all those tracts or parcels of land lying and being in Richmond County, Georgia, being more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said tracts or parcels of land in order that neither Grantor nor any person claiming under Grantor shall at any time by any means or ways have, claim or demand any title or interest in or to said land or any of the rights, members and appurtenances thereof.

THE PURPOSE OF THIS CONVEYANCE is for Grantor fully and completely to remise, release, convey and forever quitclaim to Grantee all those tracts or parcels of land described herein in order to clear title to said tracts or parcels of land (including, without limitation,

Handwritten initials

the release of all those tracts or parcels of land from (i) that certain Writ of Fieri Facias against Charles Barry Whitney, Jr. recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 38, page 6718, and (ii) that certain Deed to Secure Debt from C. Barry Whitney, Jr. recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 860, Page 49, as modified and restated pursuant to that certain Modification and Restatement recorded in Book 1190, Page 2389.

Grantor acknowledges that C. Barry Whitney, Jr. (a/k/a Charles Barry Whitney, Jr.) deeded the tracts or parcels of land described herein to Grantee pursuant to that certain Deed of Gift recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 1599, Page 1863 and that certain Deed of Gift recorded with the Clerk of Superior Court of Richmond County, Georgia in Book 1606, Page 890.

IN WITNESS WHEREOF, Grantor's duly authorized representative has executed and sealed this indenture, and delivered this indenture to Grantee, all the day and year first written above.

GRANTOR:

**QUEENSBOROUGH NATIONAL BANK
& TRUST COMPANY, F/K/A FIRST
NATIONAL BANK & TRUST CO.**

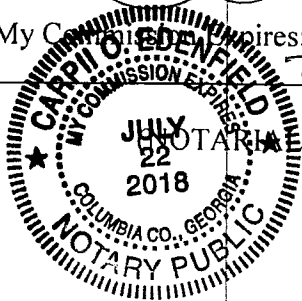
Signed, sealed and delivered in the presence
of:

Unofficial Witness

Notary Public

My Commission Expires:

7.22.18



By:

Name: RICHARD H. PEACOCK

Title: EVP

(SEAL)

EXHIBIT A

All those parcels of land, together with improvements thereon, situate, lying and being in the State of Georgia, County of Richmond, more particularly being described as the following, to wit:

TRACT 1: 1409 & 1312 STEINER AVENUE

Parcel No. Two (2), being all or the land within the red lines lettered IJ, JK, KL, LM, MN, NO, OP, PQ, QR, RS, ST, TU, UV, VW, WX, XY, and YI, on a "Plat of Property" of Atlantic States Warehouse Company, made by Elroy G. Smith, Engineer, dated June 10, 1926, a blue print of said Plat being annexed to and recorded with a Security Deed from Atlantic States Warehouse Company to Georgia Railroad Bank, dated June 24, 1926, and recorded in the Office of the Clerk of Superior Court of Richmond County in Realty Book 10-T, pages 534-539, to which Plat reference is made for a more complete description, and being bounded: North by Anderson Avenue; East now or formerly by an alley; Southwest by what was formerly Augusta Avenue, and also by Milledgeville Road; and West by Clay Street, which separates a portion of this property from property owned by Medical College of Georgia Foundation.

And being of portion of the property conveyed by Georgia Railroad Bank and Trust Company to Georgia-Carolina Warehouse & Compress Company, by Warranty Deed of January 11, 1933, and recorded in said Clerk's Office in Realty Book 12-O, page 410 et seq.

LESS AND EXCEPT all that property conveyed to The City Council of Augusta by that certain deed from Georgia-Carolina Warehouse & Compress Company dated November 22, 1957 and recorded in said Clerk's Office in Realty Book 24-V, page 102 et seq.

ALSO, LESS AND EXECPT all that property conveyed to RCB Capital, LLC by that certain Sheriff's Tax Deed dated October 7, 2014 and recorded in said Clerk's Office in Book 1459, page 498.

TAX #s: 059-3-001-00-0 and 059-3-028-00-0

TRACT 2: 1733 MILL STREET

All that lot or parcel of land with any improvements thereon lying within the City of Augusta, Richmond County, Georgia, fronting 102 feet, more or less, on the West side of Mills Street, also known as Mill Street; and being known as Not No. 11, Block 20, on a plat recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Realty Book 4-H, pages 572-573. Said lot is triangular in shape and is bounded: North by Lot No. 10 of said Plat; East by Mills Street; South and West by the long line of its triangle, which measures 134 ½ feet, more or less, in length, that faces what was referred to as 16th Street, and has been used by Lansing B. Lee, Jr. and Bertha L. Toole herein; the premises being known as No. 1733 and 1735 Mills Street.

And being the same property conveyed by Mr. Louis T. Clark to Georgia-Carolina Warehouse & Compress Company by Warranty Deed dated February 21, 1966, and recorded in said Clerk's Office in Realty Book 32-M, page 881.

TAX #: 059-3-026-00-0

TRACT 3: 1314 STEINER AVENUE

All that lot of land with improvement, thereon, lying in the City of Augusta, Richmond County, Georgia, known as Lot No. 20, of the Official Plat in the Office of the City Tax Assessor of Augusta, Georgia, known then as Ward 4, Block 97. Said Lot is triangular in shape. Said property fronts a distance of 84 feet, more or less, on the South side of Steiner Lane, and is further bounded on the East by Garrett's Lane for a distance of 117.20, more or less, and on the Southwest by a Street designated on official Plats, now or formerly as Monroe or Sixteenth Street, on which it has a frontage of 138.5 feet, more or less; the premises being formerly known as 1314 Steiner Lane, also referred to as 1316 Steiner Lane, now known as 1314 Steiner Lane, and, on the current Augusta-Richmond County Tax Map as Map 59, Block 3, Parcel 27.

TAX #: 059-3-027-00-0

TRACT 4: 1408 STEINER AVENUE

ALL and only that parcel of land, with improvements thereon, designated as Tax Parcel 059-3-029-00-0, lying and being in the City of Augusta, Richmond County, Georgia, containing 4.8 acres, more or less, shown in Book 10-T, Page 534, the description contained therein being incorporated herein by this reference, described in Deed Book 322, Page 1681, known as 1408 Steiner Avenue.

Map and Parcel No. 059-3-029-00-0
1408 Steiner Ave.

24P



**Finance Committee Meeting
5/8/2018 1:20 PM
Refund of Delinquent Taxes for Properties**

Department: Clerk of Commission

Presenter:

Caption: Consider the refund of delinquent taxes once they are paid to support to cleanup and redevelopment of this long time contaminated eyesore in the community regarding properties located at 1409 Steiner Avenue, 1312 Steiner Avenue, 1314 Steiner Avenue, 1408 Steiner Avenue, and 1733 Mill Street, Augusta, GA 30901. **(Requested by Commissioner Sammie Sias)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

PL AUGUSTA CONGESTION MANAGEMENT PROCESS UPDATE

FY 2018

Augusta Planning and Development Department

FHWA METROPOLITAN PLANNING PROGRAM

PLANNING (PL) FUNDS

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205

FEDERAL-AID PARTICIPATING PROJECT

PI Number 0015914

Federal Share 80%	\$140,000.00
<u>Local Match Share 20%</u>	<u>\$35,000.00</u>
Total Contract Cost	\$175,000.00

CONTRACT
Between the
GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW
ATLANTA, GEORGIA 30308
and the
Augusta Planning and Development Department

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the Augusta Planning and Development Department, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is responsible for developing a workable formula for distributing the apportionment of planning funds pursuant to the provisions of 23 U.S.C. 104 (f) (4); and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the local information for the continuing transportation planning process as stated in the FY 18 Unified Planning Work Program, Section 4.5 Special Transportation Studies - Congestion Management Process Update which is affixed to this Agreement under the label of Exhibit A, entitled "FY 18 Work Program Section 4.5 – Congestion Management Process Update" hereinafter called the "PROJECT".

NOW THEREFORE, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

ARTICLE I

SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in Section 4.5, which is affixed to this Agreement under the label of Exhibit A, entitled " FY 18 Work Program Section 4.5 – Congestion Management Process Update", the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform the services to accomplish the work as stated in the aforementioned Work Scope and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in the aforementioned Work Scope.

ARTICLE II

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE III

REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

ARTICLE IV
AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The work outlined therein shall be completed no later than December 31, 2018. The work shall be carried on expeditiously and begin within six months of receiving funding approval from the PL Fund Review Committee.

The DESIGNATED AGENCY shall provide a written status update of the PROJECT every six months. Per the Revised Metro Planning (PL) Funding Process, the written update must be provided via e-mail to Henry Green in the DEPARTMENT's Office of Planning.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

ARTICLE VI
COMPENSATION

A. Total Cost

The total estimated allowable cost, as shown in Exhibit B, attached hereto and incorporated herein by reference, for the completion of the PROJECT is One Hundred and Seventy-five Thousand Dollars (\$175,000.00). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is Eighty percent (80%) of total cost which represents the Federal Share of the cost of the PROJECT up to One Hundred and Forty Thousand Dollars (\$140,000.00). However, if the sum total of the allowable cost for the PROJECT should be less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than \$140,000.00 Federal Share. In no event shall the DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration. Also, it is agreed that the amount which the DESIGNATED AGENCY shall be obligated to pay is 20% which represents the Local Match rate of the cost of the PROJECT up to Thirty-Five Thousand Dollars (\$35,000.00). However, if the sum total of the allowable cost should be less than the total estimated allowable cost it is agreed that the DESIGNATED AGENCY shall pay a 20% match rate of the allowable cost incurred. In no event shall the DESIGNATED

AGENCY'S Local Match of the Federal Share exceed \$35,000.00. Any portion of the Local Match may consist of "soft" match and or "in-kind" services as referenced in the Code of Federal Regulations 23 CFR §420, "Planning and Research Program Administration", 49 CFR Part 18, "Contracts with State, Local, and Federally Recognized Indian Tribal Governments", and all other relevant sections of Federal law, Federal regulations and Federal guidance applicable to the subject, as appropriate, in lieu of a traditional cash match. The Local Match sum total of any traditional cash match and any "soft" match and or "in-kind" services must constitute 20% of the cost of the PROJECT up to \$35,000.00 or a 20% match rate of the allowable cost incurred.

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY which is provided for in Exhibit B THE BUDGET ESTIMATE and subject to the maximum limitation prescribed in Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations, 49 CFR, Part 18, "Contracts with State, Local, and Federally Recognized Indian Tribal Governments", and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. The validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY'S costs under this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 CFR 200 (Uniform Grant Guidance) and is specifically detailed in Exhibit A and Exhibit B of this Agreement. If at anytime during the duration of the PROJECT data processing equipment's useful life the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the

DEPARTMENT'S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included Exhibit B THE BUDGET ESTIMATE or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in Exhibit B THE BUDGET ESTIMATE, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations, 49 CFR, Part 18, "Contracts with State, Local, and Federally Recognized Indian Tribal Governments", and not prohibited by the laws of the State of Georgia. Fringe Benefits shall be reimbursed at a provisional rate of 53.25% of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional rate of 55.36% of the amount paid as direct salaries and wages and fringe benefits chargeable on the PROJECT. Upon completion of the PROJECT, final payment for indirect costs shall be determined by the DEPARTMENT'S audit of the DESIGNATED AGENCY'S accounts to establish the actual allowable overhead rate experienced during the period of the Agreement. It is understood; however, that the DEPARTMENT may accept

a federal audit in lieu of its own audit or at the DEPARTMENT'S option, the DEPARTMENT may accept an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 49 CFR Part 18.26, Part 18.36, and 23 CFR 12. The DESIGNATED AGENCY shall insure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event that the DESIGNATED AGENCY'S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY'S costs under this Agreement, or amendments hereto.

ARTICLE VII

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services, under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from those required under the basic Agreement, a supplemental agreement may be executed between the parties. Minor changes which do not involve compensation in the Scope and Procedure, extension of the term, or the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval of the other party.

ARTICLE VIII

PARTIAL PAYMENT

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

ARTICLE IX

FINAL PAYMENT

IT IS FURTHER AGREED that upon completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work, that the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than ninety (90) days after the completion date of the project. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred (100) percent of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

ARTICLE X

MAINTENANCE OF CONTRACT COST RECORDS

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XI

SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the DESIGNATED AGENCY is considered personal by the DEPARTMENT. The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in the Agreement and also agrees that any subcontracts exceeding \$10,000 in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

ARTICLE XII

USE OF DOCUMENTS

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

ARTICLE XIII

TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

ARTICLE XIV

PUBLISHED REPORTS

IT IS FURTHER AGREED that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Department of Transportation, State of Georgia, or the Federal Highway Administration."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

"Prepared in cooperation with the Department of Transportation, Federal Highway Administration."

ARTICLE XV

COPYRIGHTING

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT

shall have the right to annul this Agreement without liability or, at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVII CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relative to conflict of interest, have been complied with in full, as provided for in Appendix A of this Agreement.

B. It is further agreed that the DESIGNATED AGENCY shall comply with the regulations for Compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 CFR 200 as stated in Appendix B of this Agreement.

C. As provided in Appendix C of this Agreement, the undersigned certifies that it is the DESIGNATED AGENCY and it is eligible to receive the Federal funding assistance provided for in this Agreement.

D. As provided in Appendix D of this Agreement, the undersigned certify that the Provisions of Section 50-24-1 through 50-24-6 of the Official code of Georgia Annotated, "Drug-Free Workplace Act", have been complied with in full.

The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX EXHIBITS AND APPENDICES

This Agreement includes Exhibits and Appendices as listed below, which are hereto attached and incorporated herein by reference:

EXHIBIT A: FY 18 Work Program Section 4.5 – Congestion Management Process Update

EXHIBIT B: Budget Estimate

APPENDIX A: Certification of Designated Agency and Department of Transportation State of Georgia

APPENDIX B: Notice of Contractors Compliance with Title VI of the Civil Rights Acts of 1964

APPENDIX C: Certification for State Regarding Debarment, Suspension, and Other Responsibility
Matters – Primary Covered Transactions
APPENDIX D – Certification of Consultant Drug-Free Workplace

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

Commissioner (SEAL)

ATTEST:

Treasurer

**AUGUSTA PLANNING AND
DEVELOPMENT DEPARTMENT**

Hardie Davis Jr., Mayor

This agreement approved by the Augusta Mayor and Policy Committee at a meeting held on the _____ day of _____, 2018.

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

Attest: _____ (seal)

Lena Bonner
Clerk of Mayor

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

APPROVED AS TO LEGAL FORM:

Andrew MacKenzie, General Counsel,
Augusta Planning and Development
Department

EXHIBIT A

FY 18 Work Program Section 4.5 – Congestion Management Process Update

4.5 Special Transportation Studies - Congestion Management Process

Update

Purpose: To complete a planning-level transportation study (or studies) that address some need, problem or issue identified through the regional transportation planning process. The study can focus on a need or issue tied to a specific location in the study area or, preferably, addresses a transportation need beneficial to the entire region.

ARTS staff will solicit professional consultant(s) to update the CMP and its integration with performance based planning and the Long Range Transportation Plan in order to meet federal requirements related to the CMP. ARTS's staff, with assistance from consultants, will identify existing and future regional congested corridors, define CMP network, data availability, define methodology, develop multimodal performance measures, data collection, define monitoring process, technical analysis of congestion problems and needs, identify and evaluate strategies, implementation, annual monitoring report, and CMP Review and Update.

Planning Factors:

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

Previous Work: No special studies were initiated in the ARTS for Richmond or Columbia County GA.

FY 2018 Work Activities and Schedule: The MPO will solicit professional consultant(s) to update the CMP and its integration with performance based planning and the Long Range Transportation Plan in order to meet federal requirements related to the CMP. The following tasks will be performed during this fiscal year.

ACTIVITIES	EXPECTED COMPLETION DATE
1. Prepare Draft Request for Proposal (RFP) review by FHWA, GDOT & SCDOT and other MPO Partners.	October 2017 FY 2018
2. Submit Draft Request for Proposal (RFP) for review by FHWA, GDOT & SCDOT and other MPO Partners.	October 2017 FY 2018
3. Review and approve Draft Request for Proposal (RFP) by the Test Network Subcommittee and Technical Coordinating Committee.	November 2017 FY 2018
4. Review and approve Draft Request for Proposal (RFP) by the Citizens Advisory Committee (CAC).	November 2017 FY 2018
5. Review and approve Draft Request for Proposal (RFP) by Policy Committee (PC).	December 2017 FY 2018
6. Submit request to release a solicitation to hire consultant(s) for CMP Update. Assist Procurement Dept. with Solicitation for RFP	January 2018 FY 2018
7. Submit RFP Solicitation, project cost estimate, and draft advertisement to FHWA, GDOT and SCDOT for approval and revise if necessary	February 2018 FY 2018
8. Submit request to release a solicitation to hire consultant(s) for CMP Update	March 2018 FY 2018
9. Release Solicitation for RFP to Develop CMP - advertise	March – April 2018 FY 2018
10. Form consultant selection committee	March 2018 FY 2018
11. Review Proposals and short list consultants	April 2018 FY 2018
12. Conduct RFP Presentations	May 2018 – FY 2018
13. Select Consultant(s)	May 2018 – FY 2018
14. Document evaluation and selection process; prepare draft contract and submit draft agreement to FHWA and GDOT	June 2018 – FY 2018
15. Contract approval by Augusta Richmond County Commission	June 2018 – FY 2018
16. Contract award and notice to proceed	June 2018 – FY 2018

Product(s):

1. Request for Proposal (RFP)
2. Procurement solicitation
3. Consultant agreement/Executed Contract

COST ESTIMATE AND PROPOSED FUNDING SOURCE:

Responsible Agencies: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department, Augusta Public Transit Department, and Lower Savannah Council of Governments.

FUNDING SOURCE	RESPONSIBLE AGENCY		
	APDD	ACPDD	TOTALS
FHWA (GA PL)	\$140,000.00		\$140,000.00
APDD (GA PL Match)	\$35,000.00		\$35,000.00
FHWA (SC PL)	\$2,400.00	\$ 20,000.00	\$2,400.00
ACPDD (SC PL Match)	\$600.00	\$ 5,000.00	\$600.00
TOTAL	\$178,000.00	\$25,000.00	\$203,000.00

EXHIBIT B

BUDGET ESTIMATE

Congestion Management Process Update

Federal Funding	\$140,000
Local Match	\$35,000
Total Funding	\$175,000

APPENDIX A

CERTIFICATION OF DESIGNATED AGENCY

I hereby certify that I am the _____ and duly authorized representative of the Augusta Planning and Development Department whose address is 535 Telfair Street, Augusta, GA 30901 and that neither I nor the MPO I represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(Signature)

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above Planning Commission or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Commissioner

APPENDIX B

NOTICE OF CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964 AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987 FOR FEDERAL-AID CONTRACTS

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

- (1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).
- (3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
- (4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Augusta Region Transportation Study (ARTS), as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment 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;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

THE Augusta Region Transportation Study (ARTS), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

Mayor

Date

APPENDIX D

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Augusta Region Transportation Study (ARTS), whose address is 535 Telfair Street, Augusta, GA 30901 and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act," have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the Augusta Region Transportation Study (ARTS), certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3," and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contracting Entity:

Address:

Contract No. and

Name:

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

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

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____



Finance Committee Meeting

5/8/2018 1:20 PM

PI# 0015914 PL Augusta Congestion Management Process Update

Department: Planning & Development

Presenter: Martin Laws / Rob Sherman

Caption: Request to approve a Resolution to support approval of the Fiscal Year 2018 Federal Highway Administration (FHWA) Metropolitan Planning Program (PL) Funds for Project # 0015914 for \$175,000 (\$140,000 federal and \$35,000 local match).

Background: The Augusta Planning and Development Department (APDD) is the metropolitan transportation planning staff of the Augusta Regional Transportation Study serving as Metropolitan Planning Organization (MPO) representing Richmond County, Georgia. The APDD received approval from the Augusta Richmond County Commission to execute the FY 2018 Metropolitan Transportation Planning Services Contract between Augusta Georgia and GDOT on October 17, 2017, refer to attached Office of Administrator's Letter of Approval – October 17, 2018. These funds provide funding for administration, staff, and office equipment to support the Augusta Regional Transportation Study work tasks in the FY 2018 Unified Planning Work Program. The amount of the original contract was \$365,796.00 80% federal with a 20% local match for \$91,449.00. These funds were included in the FY 2018 General Fund Budget.

Analysis: GDOT and FHWA GA Division agreed to carryover funds and extend the termination date to June 30, 2019 for the original agreement between GDOT and Augusta GA for FY 2018 Federal Highway Administration (FHWA) Metropolitan Planning Program (PL) Funds for aforementioned Project # 0015914 to secure professional consultant services for planning and engineering. Without approval of this item, the funds for this project would expire June 30, 2018. Thus, the Augusta Planning Development Department would not have federal funds

available for the PI# 0015914 PL Augusta Congestion Management Process Update.

Financial Impact: Local matching funds will be provided by the City of Augusta in an 80/20 split including \$140,000.00 80% from the U.S. Department of Transportation – Federal Highway Administration and \$35,000.00 20% local match from the city.

Alternatives: Do not approve the Resolution in support to develop this project.

Recommendation: Approve resolution supporting this PI# 0015914 PL Augusta Congestion Management Process Update project.

Funds are Available in the Following Accounts: FY 2018 Federal Highway Administration (FHWA) Metropolitan Planning Program (PL) Funds

REVIEWED AND APPROVED BY:



April 27, 2018

Rob Sherman, Interim Director of Planning and Development Department
Augusta-Richmond County Planning Commission
535 Telfair Street, Suite 300
Augusta, GA 30901

Subject: FY 2018 PL Contract- PI # 0015459 Supplemental Agreement #1

Dear Mr. Sherman:

Enclosed are three copies of the FY 2018 PL Contract Supplemental Agreement #1 for the Augusta Regional Transportation Study (ARTS). The purpose of this Supplemental Agreement is to acknowledge the transfer of \$140,000.00 in federal funds from the original FY 2018 PL contract to a new PI # (0015914) for the Congestion Management Process Update Special Study, which will now be a stand-alone contract and will continue past the end of the current fiscal year (June 30, 2018). Please have each copy executed (signed and notarized) and returned to this office for execution by the Department. One of the three copies will be returned to you for your records after the necessary signatures are obtained.

Please contact Mr. Ted Hicks at (404) 631-1750 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia L. VanDyke".

Cynthia L. VanDyke
State Transportation Planning Administrator

CLV:eph

Enclosure

CC: Reading File

METROPOLITAN TRANSPORTATION
PLANNING SERVICES CONTRACT
SUPPLEMENTAL AGREEMENT #1

AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT
FHWA METROPOLITAN PLANNING PROGRAM
PLANNING (PL) FUNDS

FY 2018

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205
FEDERAL-AID PARTICIPATING PROJECT
PI Number 0015459-PLN

Federal Share 80% \$ 225,796.00
Local Match Share 20% \$ 56,449.00
TOTAL CONTRACT COST \$ 282,245.00

SUPPLEMENTAL AGREEMENT #1

between

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

600 West Peachtree Street

ATLANTA, GEORGIA 30308

and the

AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT," and the AUGUSTA PLANNING AND DEVELOPMENT DEPARTMENT, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS the DESIGNATED AGENCY amended the FY2018 Unified Planning Work Program to remove PL Funds to Work Element 4.5 Special Studies – Congestion Management Process Update; and

WHEREAS the DESIGNATED AGENCY requests, by amendment of the Unified Planning Work Program, access to and use of, available PL Funds held in trust by the DEPARTMENT; and

WHEREAS the DEPARTMENT and the DESIGNATED AGENCY desire to amend Work Element 4.5 Special Studies – Congestion Management Process Update of the Original Agreement, dated January 1, 2018, to provide that these funds to be disbursed under a separate PI number (0015914);

Now, THEREFORE it is agreed by the parties hereto that the Original Agreement dated January 1, 2018 is hereby amended as follows:

1. By deleting section A. Total Cost, of ARTICLE VI, COMPENSATION, in its entirety and inserting in lieu thereof the following:

A. Total Cost

The total estimated allowable cost, as shown in Exhibit C, attached hereto and incorporated herein by reference, for the completion of the PROJECT is Two Hundred Eighty-Two Thousand Two Hundred Forty-Five Dollars and Sixteen Cents (\$282,245.16). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is Eighty percent (80%) of total cost which represents the Federal Share of the cost of the PROJECT up to Two Hundred Twenty-Five Thousand Seven Hundred Ninety-Six Dollars and Thirteen Cents (\$225,796.13). However, if the sum total of the allowable cost for the PROJECT should be less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the \$225,796.13 Federal Share. In no event shall the DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration. Also, it is agreed that the amount which the DESIGNATED AGENCY shall be obligated to pay is 20% which represents the Local Match rate of the cost of the PROJECT up to Fifty-Six Thousand Four Hundred Forty-Nine Dollars and Three Cents (\$56,449.03). However, if the sum total of the allowable cost should be less than the total estimated allowable cost it is agreed that the DESIGNATED AGENCY shall pay a 20% match rate of the allowable cost incurred. In no event shall the DESIGNATED AGENCY'S Local Match of the Federal Share exceed \$56,449.03. Any portion of the Local Match may consist of "soft" match and or "in-kind" services as referenced in the Code of Federal Regulations 23 CFR §420, "Planning and Research Program Administration", 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other relevant sections of Federal law, Federal regulations and Federal guidance applicable to the subject, as appropriate, in lieu of a traditional cash match. The Local Match sum total of any traditional cash match and any "soft" match and or "in-kind" services must constitute 20% of the cost of the PROJECT up to \$56,449.03 or a 20% match rate of the allowable cost incurred.

Except as hereby modified, changed or amended, all other terms and conditions of the Original Agreement dated January 1, 2018 shall remain in full force and effect.

COVENANTS AGAINST CONTINGENT FEES

SUPPLEMENTAL AGREEMENT

The DESIGNATED AGENCY shall comply with all relevant requirements of all Federal, State, and Local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this SUPPLEMENTAL AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Supplemental Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Supplemental Agreement without liability or, in its discretion, to deduct from the Supplemental Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

**AUGUSTA PLANNING AND
DEVELOPMENT DEPARTMENT**

Commissioner (SEAL)

Executive Director

ATTEST:

Treasurer

Witness

Signed, Sealed & Delivered

This ____ Day of _____, 2018 ____,
in the presence of:

NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employee Tax No.

EXHIBIT C

EXHIBIT C
BUDGET ESTIMATE
FISCAL YEAR 2018

Figure 1: FY 2018 UPWP BUDGET

ARTS FY 2018 UPWP WORK ELEMENTS BY FUNDING SOURCE	AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT										AIKEN CO PLANNING & DEVELOPMENT			LOWER SAVANNAH COUNCIL OF GOVERNMENTS (LSCOG-ACT)			TOTAL
	FHWA GA PL	APDD MATCH	FHWA SC PL	ACPD MATCH	FTA FUNDS	SEC 5303 GA STATE MATCH	SEC 5303 APDD MATCH	FHWA SC PL	ACPD MATCH	FTA SEC 5303 SC PL	SEC 5303 LSCOG MATCH						
1.1 Program Coordination/Administration	\$36,036.00	\$9,009.00	\$6,000.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$43,600.00	\$10,900.00	\$3,000.00	\$750.00	\$110,795.00					
1.2 Training/Employee Education	\$8,800.00	\$2,000.00	\$0.00	\$0.00	\$4,400.00	\$550.00	\$550.00	\$4,800.00	\$1,200.00	\$3,500.00	\$1,125.00	\$27,125.00					
1.3 UPWP	\$6,800.00	\$1,700.00	\$800.00	\$200.00	\$5,200.00	\$550.00	\$550.00	\$3,000.00	\$500.00	\$3,000.00	\$750.00	\$22,250.00					
Subtotal: Program Administration	\$50,836.00	\$12,709.00	\$6,800.00	\$1,700.00	\$9,600.00	\$1,200.00	\$1,200.00	\$50,400.00	\$12,600.00	\$10,500.00	\$2,625.00	\$160,170.00					
2.1 Community Outreach / Education	\$20,400.00	\$5,100.00	\$2,000.00	\$500.00	\$12,000.00	\$1,500.00	\$1,500.00	\$4,400.00	\$1,100.00	\$2,000.00	\$500.00	\$51,000.00					
Subtotal: Public Involvement	\$20,400.00	\$5,100.00	\$2,000.00	\$500.00	\$12,000.00	\$1,500.00	\$1,500.00	\$4,400.00	\$1,100.00	\$2,000.00	\$500.00	\$51,000.00					
3.1 Environmental Justice & Socioeconomic Data	\$8,000.00	\$2,000.00	\$1,200.00	\$300.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$400.00	\$0.00	\$0.00	\$13,500.00					
3.2 Land Use Monitoring	\$10,000.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,200.00	\$1,300.00	\$0.00	\$0.00	\$19,000.00					
3.3 Transportation Surveys, Models & Analysis	\$12,000.00	\$3,000.00	\$400.00	\$100.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$400.00	\$0.00	\$0.00	\$17,500.00					
3.4 Environmental Justice / Title VI	\$0.00	\$0.00	\$0.00	\$0.00	\$3,200.00	\$400.00	\$400.00	\$3,200.00	\$800.00	\$1,000.00	\$250.00	\$9,250.00					
3.5 GIS Development & Applications	\$24,000.00	\$6,000.00	\$0.00	\$0.00	\$4,000.00	\$500.00	\$500.00	\$40,000.00	\$10,000.00	\$0.00	\$0.00	\$85,000.00					
Subtotal: Data Collection	\$54,000.00	\$13,500.00	\$1,600.00	\$400.00	\$7,200.00	\$900.00	\$900.00	\$51,600.00	\$12,900.00	\$1,000.00	\$250.00	\$144,250.00					
4.1 Long Range Plan	\$22,160.00	\$5,540.00	\$800.00	\$200.00	\$6,200.00	\$775.00	\$775.00	\$3,200.00	\$800.00	\$0.00	\$0.00	\$40,450.00					
4.1.1 Performance Based Planning	\$18,400.00	\$4,600.00	\$0.00	\$0.00	\$8,000.00	\$1,000.00	\$1,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$500.00	\$45,500.00					
4.2 Congestion Management	\$20,000.00	\$5,000.00	\$800.00	\$200.00	\$4,000.00	\$500.00	\$500.00	\$2,400.00	\$600.00	\$0.00	\$0.00	\$34,000.00					
4.2.1 Air Quality Issues	\$0.00	\$0.00	\$1,600.00	\$400.00	\$0.00	\$0.00	\$0.00	\$3,600.00	\$900.00	\$0.00	\$0.00	\$6,500.00					
4.3 Public Transit / Paratransit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
4.3.1 Program Admin - APT	\$0.00	\$0.00	\$0.00	\$0.00	\$38,200.00	\$7,275.00	\$7,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,750.00					
4.3.2 Management & Operations - APT	\$0.00	\$0.00	\$0.00	\$0.00	\$32,200.00	\$4,025.00	\$4,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,750.00					
4.3.3 Program Admin - SC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
4.3.4 Transit Project Admin - SC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
4.3.5 Update of Complementary Paratransit Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$14,400.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,500.00	\$375.00	\$5,500.00					
4.3.6 Marketing / Public Information - SC, & GA.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,100.00	\$8,750.00					
4.3.7 Short Range Transit Planning - SC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,250.00					
4.3.8 Long Range Transit Planning - SC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$10,000.00					
4.3.9 Transit Financial Planning - SC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$500.00	\$2,500.00					
4.4 Intermodal Planning	\$20,000.00	\$5,000.00	\$400.00	\$100.00	\$4,058.00	\$507.25	\$507.25	\$3,200.00	\$800.00	\$1,150.00	\$1,150.00	\$35,750.00					
4.5 Special Transportation Studies - CMP Update	\$140,000.00	\$35,000.00	\$2,400.00	\$600.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$5,000.00	\$0.00	\$0.00	\$203,000.00					
4.5.1 Special Transportation Studies -Corridor Planning - Central Martinez Area Access Management Plan (Columbia County)	\$400,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00					
4.5.2 Special Transportation Studies - Project Prioritization Tool Update - Aiken County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00	\$15,000.00	\$0.00	\$0.00	\$75,000.00					
SUBTOTAL: System Planning	\$620,560.00	\$155,140.00	\$6,000.00	\$1,500.00	\$127,058.00	\$15,882.25	\$15,882.25	\$100,400.00	\$25,100.00	\$32,500.00	\$8,125.00	\$1,108,147.50					
5.1 Transportation Improvement Program	\$20,000.00	\$5,000.00	\$1,600.00	\$400.00	\$6,000.00	\$750.00	\$750.00	\$4,000.00	\$1,000.00	\$2,000.00	\$500.00	\$42,000.00					
SUBTOTAL: Transportation Improvement Program	\$20,000.00	\$5,000.00	\$1,600.00	\$400.00	\$6,000.00	\$750.00	\$750.00	\$4,000.00	\$1,000.00	\$2,000.00	\$500.00	\$42,000.00					
GRAND TOTAL	\$765,796.00	\$191,449.00	\$18,000.00	\$4,500.00	\$161,858.00	\$20,232.25	\$20,232.25	\$210,800.00	\$52,700.00	\$48,000.00	\$12,000.00	\$1,505,567.50					
Sub-total FY 2018 MPO PL & Local Match	\$365,796.00	\$91,449.00	\$18,000.00	\$4,500.00	\$161,858.00	\$20,232.25	\$20,232.25	\$210,800.00	\$52,700.00	\$48,000.00	\$12,000.00	\$1,005,567.50					
FY 2018 GA MPO PL Supplemental PL Funds - 4.5.1 Work Element	\$400,000.00	\$135,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$535,000.00					
Local in-kind match provided by Columbia Co.	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00					
Unfunded - Corridor Planning Richmond County, Performance Measures Indicators And Tracking Dashboard, Bicycle and Pedestrian Plan Update and Freight Plan Update	\$520,000.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00					
SUBTOTAL: Unfunded -MPO Supplemental GA PL Funds	\$520,000.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$2,000.00	\$0.00	\$0.00	\$650,000.00					



Finance Committee Meeting

5/8/2018 1:20 PM

Supplemental Agreement with GDOT for FY 2018 Federal Highway Administration

Department:	Planning & Development
Presenter:	Martin Laws / Rob Sherman
Caption:	Request to approve the FY 2018 PL Contract – PI # 0015459 Supplemental Agreement contract between Augusta, Georgia and the Georgia Department of Transportation for federal funds totaling \$282,245.00 (\$225,796.00 as 80% federal and \$56,449.00 as 20% local).
Background:	The Augusta Planning and Development Department (APDD) is the metropolitan transportation planning staff of the Augusta Regional Transportation Study serving as Metropolitan Planning Organization (MPO) representing Richmond County, Georgia. The APDD received approval from the Augusta Richmond County Commission to execute the FY 2018 Metropolitan Transportation Planning Services Contract between Augusta Georgia and GDOT on October 17, 2017, refer to attached Office of Administrator's Letter of Approval – October 17, 2018. These funds provide funding for administration, staff, and office equipment to support the Augusta Regional Transportation Study work tasks in the FY 2018 Unified Planning Work Program. The amount of the original contract was \$365,796.00 80% federal with a 20% local match for \$91,449.00. These funds were included in the FY 2018 General Fund Budget. GDOT and FHWA GA Division will carryover funds, \$175,000 (\$140,000 federal and \$35,000 local match) and extend the termination date to June 30, 2019 for the original agreement between GDOT and Augusta GA for FY 2018 Federal Highway Administration (FHWA) Metropolitan Planning Program (PL) Funds. These funds are for Project # 0015914 to secure professional consultant services for planning and engineering.
Analysis:	Approving this contract secures federal funds for both PI #0015459 to conduct MPO federal transportation planning services for federal aid projects and programs; and to fund PI# 0015914 for the ARTS Congestion Management Process

Update, which is a federal required plan to be developed under a professional consulting service contract as outlined in the ARTS FY 2018 Unified Planning Work Program.

Financial Impact: These funds were included in the FY 2018 general funds budget as part of the total FHWA MPO PL funds totaling \$365,796.00 from GDOT for the Planning and Development Dept. The contract stipulates that the Georgia Department of Transportation will reimburse the city for eighty percent (80%) of the eligible costs incurred for providing regional transportation planning services. The funding amount is similar to the funding level last year, so that the twenty percent (20%) local match will be similar to the 2017 budget for the Planning and Development Department. The Augusta Richmond Co. Commission approved the original contract October 10, 2017. No additional local funds are needed.

Alternatives: None recommended

Recommendation: Approve the FY 2018 Metropolitan Transportation Planning PL Contract – PI # 0015459 Supplemental Agreement contract between Augusta, Georgia and the Georgia Department of Transportation.

Funds are Available in the Following Accounts: GDOT for FY 2018 Federal Highway Administration (FHWA) Metropolitan Planning (PL) Funds Budgeted in fund: 220016309-3343117

REVIEWED AND APPROVED BY:
