



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, May 09, 2023
1:00 PM

PUBLIC SERVICES

- 1.** Presentation by the Augusta Rowing Club regarding options of alternate boathouse locations for the Augusta Rowing Club. Options were requested by the Commission.
- 2.** Motion to receive as information several recommendations from the Augusta Rowing Club for temporary housing of the rowing club.
- 3.** Approve recommended Code Enforcement Ordinance Updates.
- 4.** Motion to approve updates to the Harrisburg Enterprise Zoning Ordinance and the proposed updated list of parcels for the Harrisburg Opportunity Zone.
- 5.** Motion to approve and execute the FY 2023 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).
- 6.** Motion to approve HI-LITE Airfield Services quote in the amount \$149,760.50 for hydro-blasting and repainting all Runway 17/35 Markings at Augusta Regional Airport. Approved by the Augusta Aviation Commission on April 27, 2023.
- 7.** Motion to approve the Lease Agreement with Transportation Security Administration (TSA) for Office and Training Space in the Augusta Regional Airport Terminal. Approved by the Augusta Aviation Commission on April 27, 2023.
- 8.** Motion to approve Change Order #1 to Contract with Independence Excavating for a total deduction of \$13,226.00 for Hangar N1 Apron & Taxilane. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA160)
- 9.** Motion to approve Change Order #1 to Contract with ER Snell Contracting, Inc for a total increase of \$78,811.55 for Standard Aero Ramp Rehabilitation, Base Bid. Approved by the Augusta Aviation Commission on March 30, 2023. (PO #22ARA159)
- 10.** Motion to approve the 2023 Transportation Security Clearinghouse Services Agreement. Approved by the Augusta Aviation Commission on April 27, 2023.
- 11.** A motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.
- 12.** Motion to approve the minutes of the Public Services Committee held on April 25, 2023.



Public Services Committee

May 9, 2023

Augusta Rowing Club

Department:	N/A
Presenter:	N/A
Caption:	Presentation by the Augusta Rowing Club regarding options of alternate boathouse locations for the Augusta Rowing Club. Options were requested by the Commission.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input checked="" type="checkbox"/> Public Services Committee	Date of Meeting <u>5/9/2023</u>
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Augusta Rowing Club - Brad Holdren, Kirsten Aylward
 Address: 101 Riverfront Dr. Augusta, GA
 Telephone Number: 734-904-6685 (Brad) or 706-394-3115 (Kirsten)
 Fax Number: NA
 E-Mail Address: bhholdren@gmail.com

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

Present options of alternate boathouse locations
for the Augusta Rowing Club. Options were requested by
the Commission.

Please send this request form to the following address:

**Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901**

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

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

Nancy Morawski

From: Megan Buckalew <mbuckalew35@gmail.com>
Sent: Wednesday, May 3, 2023 12:19 PM
To: Nancy Morawski
Cc: Brad Holdren; Kirsten Aylward; Michelle Naval
Subject: [EXTERNAL] Agenda Item Request - Public Services Committee
Attachments: Augusta Rowing Club_AgendaItemRequest_PublicServices.pdf

Good afternoon,

Attached please find the completed Agenda Item Request Form for the upcoming Public Services Committee Meeting on May 9, 2023.

Please let me know if you have any questions.

Thank you,
Megan Buckalew
ARC President

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



Public Services Committee Meeting

Meeting Date: 4/25/2023

Recommendations from the Augusta Rowing Club for a temporary location

Department:	Parks & Recreation Department
Presenter:	Augusta Rowing Club
Caption:	Motion to receive as information several recommendations from the Augusta Rowing Club for temporary housing of the rowing club.
Background:	The Rowing Club has prepared 5 recommendations for feasible locations where the club could be housed while Augusta decided an approach for the Boathouse.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	To receive as Information
Recommendation:	To receive as Information
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



AUGUSTA ROWING CLUB

Facility Needs and Options

Presented by the Augusta Rowing Club & Augusta Sports Council

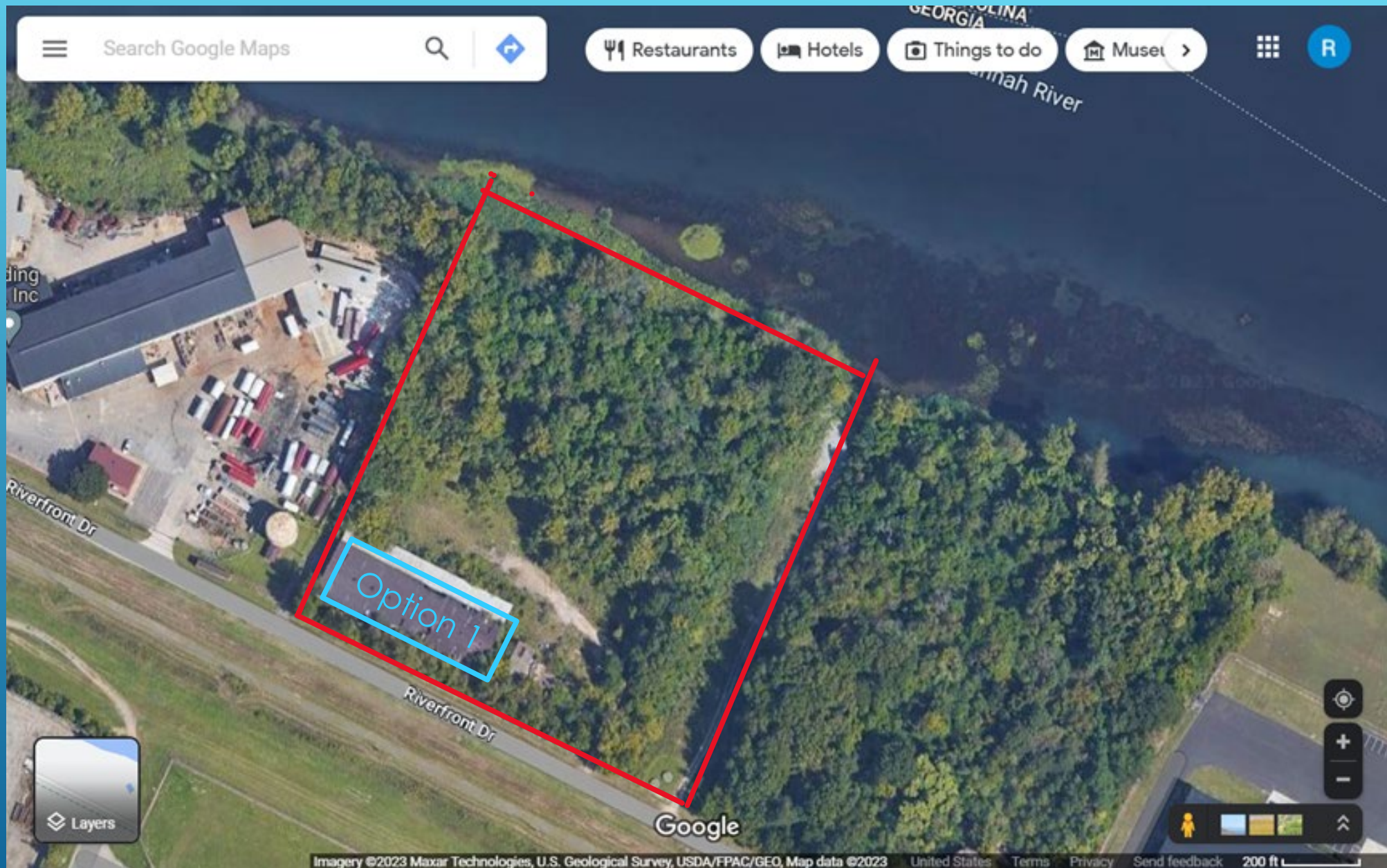
FACILITY NEEDS

- The footprint minimum is 12,150 square feet – this is similar to the space the rowing club currently uses between upstairs and downstairs
- Minimum surface area of 60' x 90' for rowing shells (5,400 square feet)
- Meeting room with a surface area of 30' x 45' (1,350 square feet)
- Office with a surface area of 15' x 15' (225 square feet)
- Workshop with a surface area of 30' x 60' (1,800 square feet)
- Fitness Rooms with a surface area of 45' x 75' (3,375 square feet)
- Two bay/garage doors on one end of facility for removing and replacing shells. Garage door large enough to drive a truck or trailer into
- One garage door on opposite end of facility for access to workshop
- Dock Needs: Moving of docks for easy access to new location option

OPTIONS

The Augusta Rowing Club would like to present five location options that we have explored for a possible temporary or in one case, permanent home.

OPTION 1



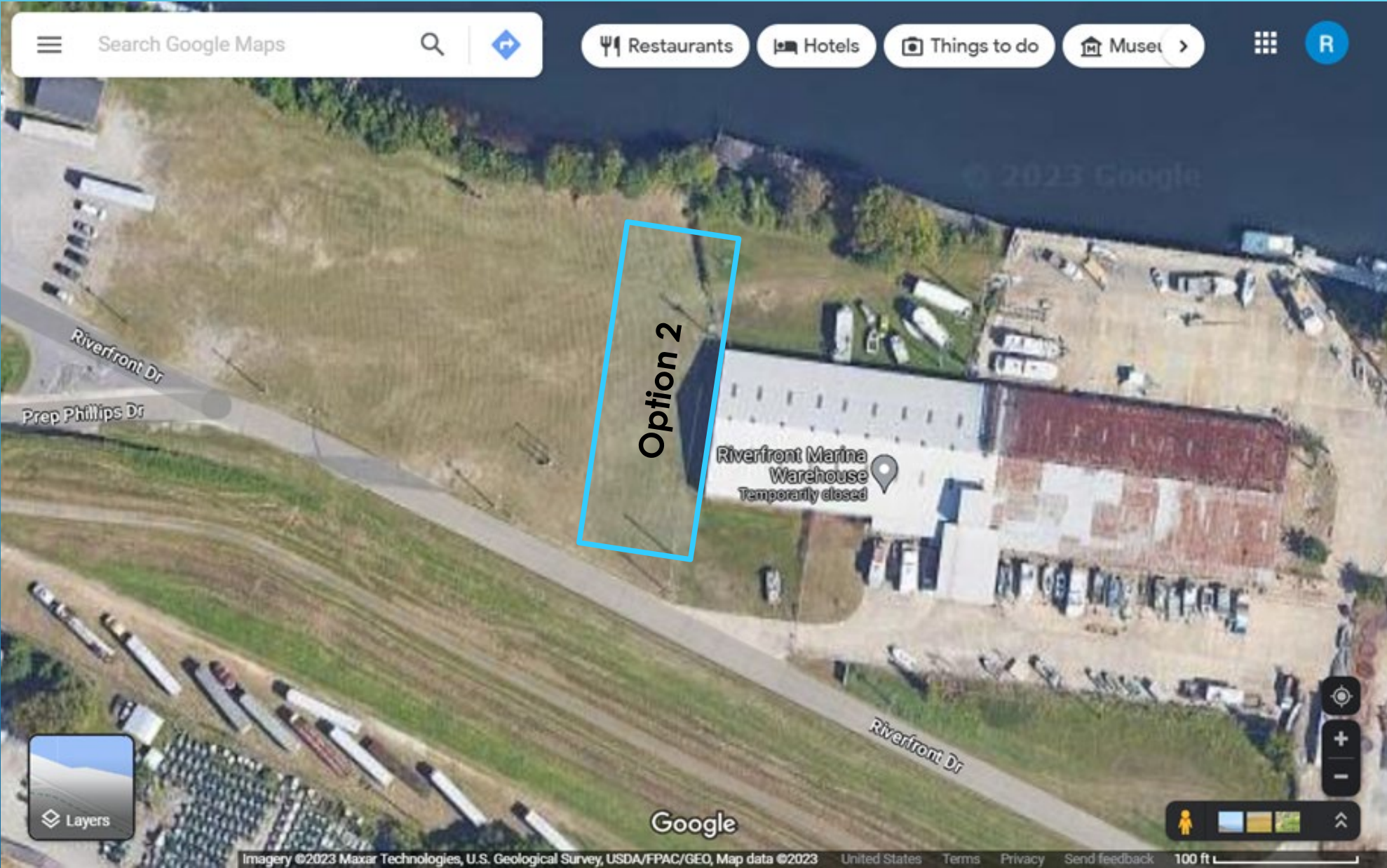
Item 2.

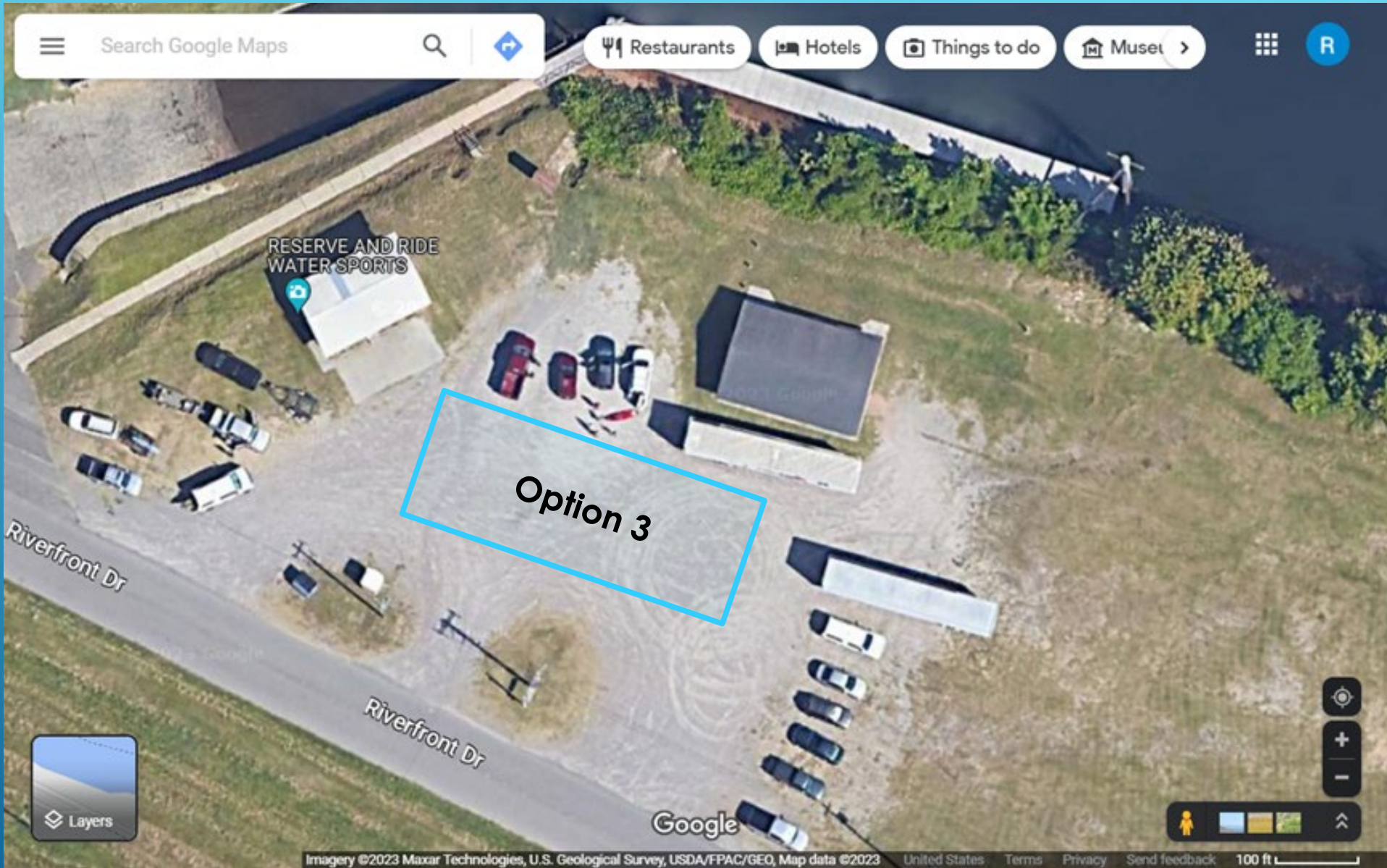
OPTION 1 CURRENT FOOTPRINT

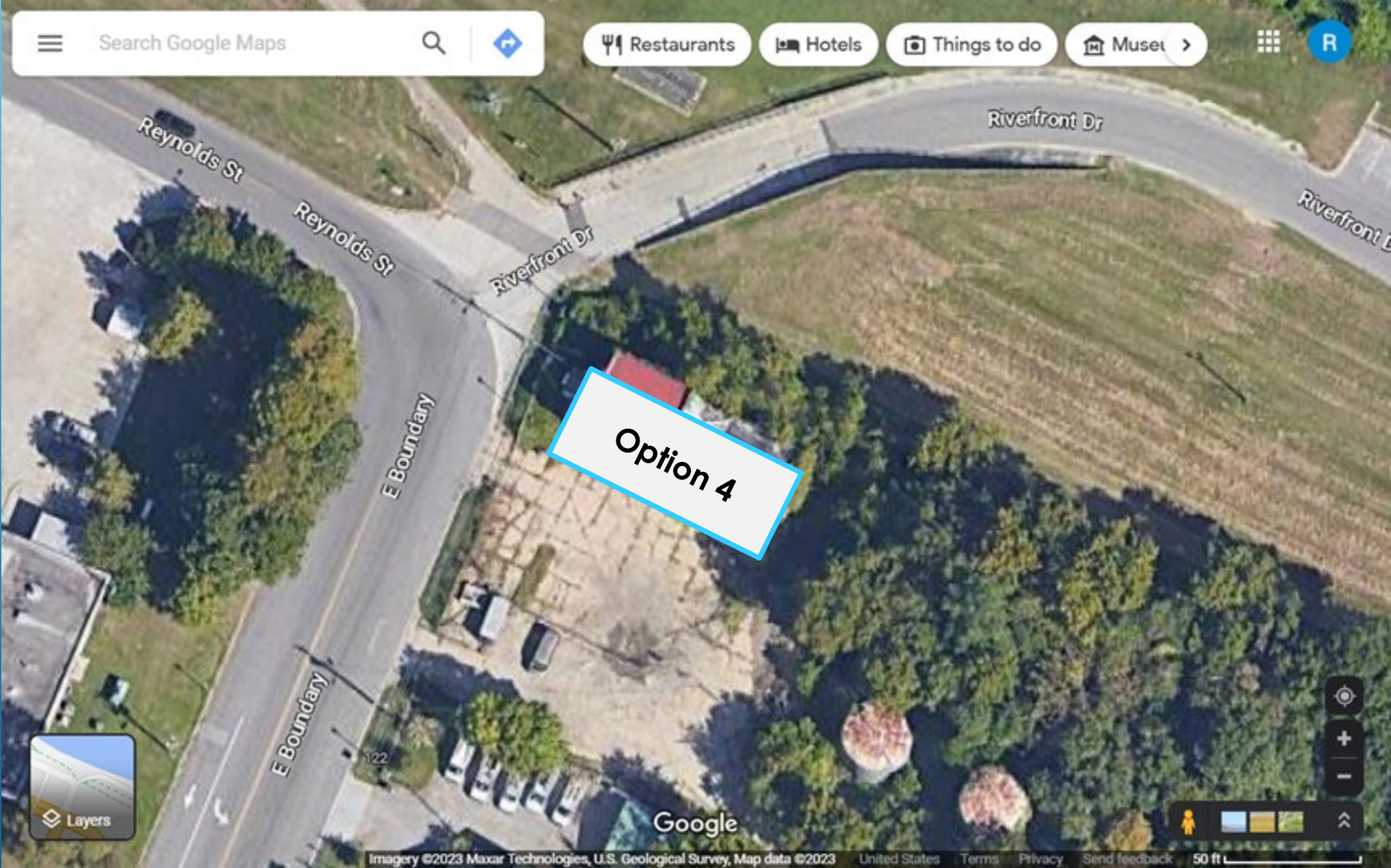
- Former warehouse located further down Riverfront Drive
- Current concrete foundation is approximately 220' long x 90' wide-19,800 sq. ft.
- Concrete foundation is possibly salvageable with some patching
- Ramps would be needed on both ends to get to surface level
- Current beams would need removing and new ones added for safety and to allow the total surface area to be usable sheltered space
- Lot from structure to river would need clearing (red square on previous page)
- A parking lot that could park 15 boat trailers and 15 cars would be needed
- Option would need permanent restrooms and electricity
- This option could become a permanent home to the rowing club

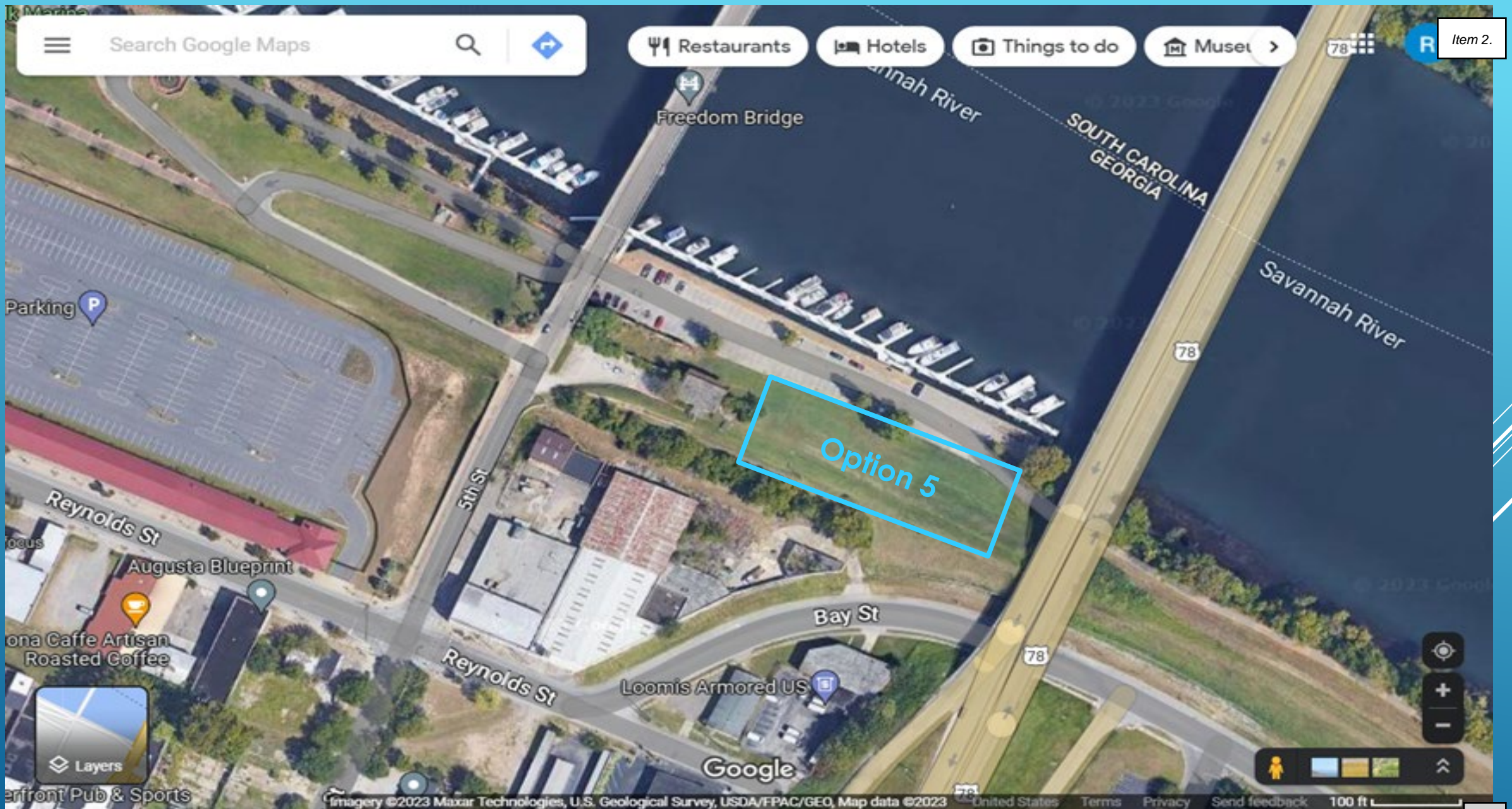
OPTIONS 2 - 5

- Options 2 – 5 would all need to meet minimum square footage as described in slide two
- All options would need to have a parking lot large enough for 15 boat trailers and 15 cars
- All options would need restrooms and electricity
- Options 2 – 5 would be temporary
- Option 3 would only work if Augusta Rowing Club were only tenant on property









SIMILAR FACILITIES 1

Michigan State University





SIMILAR FACILITIES 2

Eastern Michigan University





QUESTIONS

THANK YOU!



Public Services Committee

Meeting Date: March 28/29, 2023

Code Enforcement Ordinance Updates

Department:	Planning & Development
Presenter:	Carla Delaney or Department Designee
Caption:	Recommended Code Enforcement Ordinance Updates
Background:	November 1, 2022, the Augusta Commission authorized the Planning & Development Department to draft potential updates to ordinances related to Code Enforcement.
Analysis:	Recommended updates to the County Code of Ordinances regarding Code Enforcement are provided.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to accept and approve the County Code of Ordinances changes as presented. 2 nd Reading required.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GEORGIA CODE, TITLE 7 CHAPTER 1, ARTICLE 5 PERMITS, INSPECTIONS AND CERTIFICATES OF OCCUPANCY AND ARTICLE 8, INTERNATIONAL PROPERTY MAINTENANCE CODE – ADMINISTRATION AND ENFORCEMENT AND CHAPTER 2, ARTICLE 1 IN GENERAL; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Augusta, Georgia has invested significant amounts of public funds and time, energy, and effort to enforce the provisions of the Augusta, Georgia Code; and

WHEREAS, Owners of property subject to violations of the Augusta, Georgia Code that receive permits to do work necessary to correct those code violations are not swiftly beginning and finishing the work necessary to correct the code violation; and

WHEREAS, Repeat and chronic violators of the Augusta, Georgia Code have an outsize impact on the time, energy, and effort of the Augusta, Georgia Code Enforcement Division; and

WHEREAS, An offset to the extra expense of citation and management of repeated and chronic violators of the Augusta, Georgia Code is necessary to the safety and welfare of the general public and the efficient operations of the Augusta, Georgia Code Enforcement Division; and

WHEREAS, Some violations of the Augusta, Georgia Code cannot be efficiently enforced due to both the transitory and repetitious nature of the violation and mandatory and unnecessary service requirements, time frames, and waiting periods; therefore

BE IT ORDAINED BY THE AUGUSTA, GEORGIA COMMISSION AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME, that the following Ordinances be amended as follows:

SECTION 1. TITLE 7, CHAPTER 1, ARTICLE 5, SECTION 7-1-81 PERMIT APPLICATION; EXCEPTION IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-81 PERMIT APPLICATION; EXCEPTION IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT A” HERETO.

SECTION 2. TITLE 7, CHAPTER 1, ARTICLE 5, SECTION 7-1-89 CONDITIONS OF PERMIT IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-89 CONDITIONS OF PERMIT IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT A” HERETO.

SECTION 3. TITLE 7, CHAPTER 1, ARTICLE 8, SECTION 7-1-145.2 NOTICE OF VIOLATION IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY,

AND NEW SECTION 7-1-145.2 NOTICE OF VIOLATION IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 4. TITLE 7, CHAPTER 1, ARTICLE 8, SECTION 7-1-145.4 VIOLATION PENALTIES, IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-145.4 VIOLATION PENALTIES; REPEAT AND CHRONIC VIOLATORS, DEFINED; ADMINISTRATIVE FEES IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 5. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-146.1 NOTICES AND ORDERS IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-146.1 NOTICES AND ORDERS IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 6. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-146.2 FORM IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-146.2 FORM IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 7. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-146.3 METHOD OF SERVICE IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-146.3 METHOD OF SERVICE IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 8. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-147.6 ABATEMENT METHODS IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-147.6 ABATEMENT METHODS IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 9. TITLE 7, CHAPTER 1, ARTICLE 8 SECTION 7-1-150.1 APPLICATION FOR APPEAL IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-1-150.1 APPLICATION FOR APPEAL IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT B” HERETO.

SECTION 10. TITLE 7, CHAPTER 2, ARTICLE 1, SECTION 7-2-5 NUISANCES-PENALTIES IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-2-5 NUISANCES-PENALTIES; REPEAT AND CHRONIC VIOLATORS, DEFINED; ADMINISTRATIVE FEES IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT C” HERETO.

SECTION 11. TITLE 7, CHAPTER 2, ARTICLE 1, SECTION 7-2-3 NUISANCES-NOTICE IS HEREBY AMENDED BY DELETING THIS SECTION IN ITS ENTIRETY, AND NEW SECTION 7-2-3 NUISANCES-NOTICE IS HEREBY INSERTED TO REPLACE THE REPEALED SECTION AS SET FORTH IN “EXHIBIT C” HERETO.

SECTION 12. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Augusta, Georgia Commission hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 13. That nothing in this legislation hereby adopted shall be construed to affect any suit or proceeding impending in court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

SECTION 14. This ordinance shall become effective upon adoption.

SECTION 15. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ____ day of _____, 2023

(SEAL)

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson

Mayor

Attest:

Clerk of Commission
STATE OF GEORGIA
RICHMOND COUNTY

FIRST READING _____

SECOND READING _____

CLERK'S CERTIFICATE

I, LENA J. BONNER, Clerk of Commission, DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of an ordinance adopted by the Augusta-Richmond County Commission ("the Commission") at an open public meeting duly called and lawfully assembled at 2:00 P.M., on the ____ day of _____, 2023, in connection with the foregoing ordinance, that such ordinance has not been modified or rescinded as of the date hereof, and the

original of such ordinance being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control.

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

Witness my hand and the official seal of Augusta, Georgia this ____ day of _____, 2023.

(SEAL)

Lena J. Bonner
Clerk of Commission

EXHIBIT A

ARTICLE 5

PERMITS, INSPECTIONS AND CERTIFICATES OF OCCUPANCY

Section 7-1-81 Permit application; exceptions.

(a) When required. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the technical codes, or to cause any such work to be done shall first make application to the Building Official and obtain the required permit for the work.

(b) Exceptions. Permits shall not be required for the following mechanical work: (i) any portable heating appliance; (ii) any portable ventilation equipment; (iii) any portable cooling unit; (iv) any steam, hot or chilled water piping within any heating or cooling equipment regulated by this building code; (v) replacement of any part which does not alter its approval or make it unsafe; (vi) any portable evaporative cooler; or (vii) any self-contained refrigeration system containing 10 lb. (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

(c) Temporary structures. A special building permit for a limited time shall be obtained before the erection of temporary structures such as construction sheds, seats, canopies, tents and fences used in construction work or for temporary purposes such as reviewing stands. Such structures shall be completely removed upon the expiration of the time limit stated in the permit.

(d) Work authorized. A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

(e) Minor repairs. Ordinary minor repairs may be made with the approval of the building official without a permit, provided that such repairs shall not violate any of the provisions of the technical codes.

(f) Information required. Each application for a permit, with the required fee, shall be filed with the license and inspection department on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure and shall contain such other information as may be required by the license and inspection department.

(g) Time Limitations. An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time periods of not more than ninety (90) days each may be allowed by the Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(h) Issuance to contractors only. No permit, except for homeowners as provided for in section 7-1-9 and section 7-1-121(a), shall be issued to anyone other than a properly licensed contractor under the laws of the State of Georgia and the ordinances of Augusta, Georgia.

Section 7-1-81 Permit application; exceptions.

(a) When required. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the technical codes, or to cause any such work to be done shall first make application to the Building Official and obtain the required permit for the work.

(b) Exceptions. Permits shall not be required for the following mechanical work: (i) any portable heating appliance; (ii) any portable ventilation equipment; (iii) any portable cooling unit; (iv) any steam, hot or chilled water piping within any heating or cooling equipment regulated by this building code; (v) replacement of any part which does not alter its approval or make it unsafe; (vi) any portable evaporative cooler; or (vii) any self-contained refrigeration system containing 10 lb. (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

(c) Temporary structures. A special building permit for a limited time shall be obtained before the erection of temporary structures such as construction sheds, seats, canopies, tents and fences used in construction work or for temporary purposes such as reviewing stands. Such structures shall be completely removed upon the expiration of the time limit stated in the permit.

(d) Work authorized. A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

(e) Minor repairs. Ordinary minor repairs may be made with the approval of the building official without a permit, provided that such repairs shall not violate any of the provisions of the technical codes.

(f) Information required. Each application for a permit, with the required fee, shall be filed with the license and inspection department on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure and shall contain such other information as may be required by the license and inspection department. Each application shall contain a timeline for inspections.

(g) Time Limitations. An application for a permit for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time periods of not more than ninety (90) days each may be allowed by the Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(h) Issuance to contractors only. No permit, except for homeowners as provided for in section 7-1-9 and section 7-1-121(a), shall be issued to anyone other than a properly licensed contractor under the laws of the State of Georgia and the ordinances of Augusta, Georgia.

Section 7-1-89. Conditions of permit.

(a) Permit intent. A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall such issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans or in construction, or of violations of this

~~building code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided that, for cause, one (1) or more extensions of time, for periods not exceeding ninety (90) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Building Official.~~

~~(b) Permit issued on basis of affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involved installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise the work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspection are performed, and upon completion make and file with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official.~~

Section 7-1-89. Conditions of permit.

(a) Permit intent. A permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall such issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans or in construction, or of violations of this building code.

(1) Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced; provided that, for cause, one (1) or more extensions of time, for periods not exceeding ninety (90) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Building Official.

(2) When permits are issued to correct, in lieu of, or in satisfaction of any settlement of a violation of any rule, regulation, or ordinance under this Code:

(i) Every such permit issued shall become invalid unless the work authorized by such permit is commenced within sixty (60) days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of sixty (60) days after the time the work is commenced; provided that, for cause, one (1) or more extensions of time, for periods not exceeding sixty (60) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Code Enforcement Manager.

(ii) Every such permit issued shall become invalid unless an inspection, pursuant to Sections 7-1-94 through 97 of this Article, is conducted and approved within ninety (90) days after such permit's issuance; provided that, for cause, one (1) or more extensions of time, for periods not exceeding thirty (30) days each, may be allowed. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be granted in writing by the Code Enforcement Manager and the Building Official jointly.

(b) Permit issued on basis of affidavit. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involved installation under conditions which, in

the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise the work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspection are performed, and upon completion make and filed with the building official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official.

EXHIBIT B

ARTICLE 8

INTERNATIONAL PROPERTY MAINTENANCE CODE ADMINISTRATION AND ENFORCEMENT

~~SECTION 7-1-145.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.~~

SECTION 7-1-145.2 Notice of violation. The code official may serve a notice of violation or order in accordance with Section 7-1-146.1.

~~SECTION 7-1-145.4 Violation penalties. All persons, firms or corporations failing to comply with the mandatory provisions hereof or doing any act prohibited hereby shall be guilty of an offense and, upon trial as a misdemeanor and conviction, shall be subject to the penalties provided in Sec. 1-6-1 and in addition to other fees that may be assessed.~~

SECTION 7-1-145.4 Violation penalties; repeat and chronic violators, defined; administrative fees.

1. All persons, firms or corporations failing to comply with the mandatory provisions hereof or doing any act prohibited hereby shall be guilty of an offense and, upon trial as a misdemeanor and conviction, shall be subject to the penalties provided in Sec. 1-6-1 and in addition to other fees that may be assessed.

2. For repeat and chronic violators of this Article:

A. A repeat violator is a responsible party who is found to be in violation of this Chapter on at least two (2) separate dates within a period of one hundred and eighty (180) consecutive days.

B. A chronic violator is a responsible party who is found to be in violation of this Chapter on at least six (3) separate dates within a period of three hundred and sixty –five (365) consecutive days.

C. ‘Responsible party’ is considered an individual, such as the tenant, property owner or both; an agent, LLC, partnership, or corporation.

D. Upon receiving a violation notice on at least two (2) separate dates within one-hundred and eighty (180) consecutive days, the ‘repeat violator’ will be subject to an administrative fee of \$250.00 payable to the Augusta Planning & Development Department within fifteen days of receiving notice.

E. Upon receiving a violation notice on at least three (3) dates within three-hundred and sixty-five consecutive days, the “chronic violator” will be subject to an administrative fee of \$500.00 payable to the Augusta Planning & Development Department within fifteen days of receiving notice.

F. The obligation of payment of repeat and chronic violator administrative fees shall be stayed during the pendency of any appeal taken under this Article.

G. The administrative fees assessed in this Article may be collected by the Director of the Planning and Development Department at any time and by any method authorized by law, including as part of the resolution by settlement or sentence of conviction of any underlying code enforcement violation. The Director of the Planning and Development Department may bring an action in the courts of this county in the name of the Augusta-Richmond County Commission, to

collect the amount owed under this section, together with interest, court fees, filings fees, attorney's fees and other legal fees incident thereto.

NOTICES AND ORDERS

SECTION 7-1-146.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 7-1-146.2 and 7-1-146.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 7-1-147.3.

NOTICES AND ORDERS

SECTION 7-1-146.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice may be given in the manner prescribed in Sections 7-1-146.2 and 7-1-146.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures may also comply with Section 7-1-147.3. Notice may be given in the form of a court citation in lieu of a Notice of Violation Letter for repeat and chronic violators as defined in this Article.

SECTION 7-1-146.2 Form. Such notice prescribed in Section 7-1-146.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 7-1-145.3.

SECTION 7-1-146.2 Form. Such notice prescribed in Section 7-1-146.1 may be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Inform the property owner of the right to appeal.
5. Include a statement of the right to file a lien in accordance with Section 7-1-145.3.

SECTION 7-1-146.3 Method of service. Such notice shall be deemed be properly served if a copy thereof is:

1. Delivered personally.
2. Sent by certified or first class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

SECTION 7-1-146.3 Method of service. Such notice may be deemed properly served if a copy thereof is:

1. Delivered personally; or
2. Sent by certified mail to the owner of record at the address as it appears on the Richmond County Clerk of Superior Court records; if the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice; or
3. Sent by first class mail, to the owner of record at his/her address as it appears on the Richmond County Clerk of Superior Court records; and posting a notice in a conspicuous place in or about the structure affected by this notice.

MEANS OF APPEAL

SECTION 7-1-150.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Advisory Board (Augusta Georgia Code, Title 7, Article 4 Construction Advisory Board, Section 7-1-46 through 7-1-57.), provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

MEANS OF APPEAL

SECTION 7-1-150.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Construction Advisory Board (Augusta Georgia Code, Title 7, Article 4 Construction Advisory Board, Section 7-1-46 through 7-1-57), provided that a written application for appeal is filed within five (5) business days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

EXHIBIT C

ARTICLE 1
IN GENERALSec. 7-2-3. Nuisances—Notice.

~~Whenever an inspector of the Planning and Development Department or any other duly constituted inspection authority of the Augusta, Georgia Commission determines that a nuisance exists on any premises within Augusta, Georgia, he may serve written notice upon the owner or occupant, or his agent having control thereof, to abate such nuisance. The notice shall, at a minimum, set forth the nature of the nuisance and the fact that the same constitutes a nuisance upon said property; describe the premises where the nuisance is alleged to exist or to have been committed; and specify a reasonable period of time for the abatement of said nuisance. Said notice shall be served upon the owner or occupant of the premises by personal delivery, or by mailing said notice, certified mail, return receipt requested, addressed to the owner, occupant or agent. If service cannot be effectuated in such a manner after diligent effort to do so, service may be made conspicuously posting the notice in or about the premises described in the notice, or by causing such notice to be published once in a newspaper of general circulation in Augusta, Georgia. If the owner or occupant is a corporation, notice may be served upon an officer, a manager or person in charge of any local business office of such corporation, or the corporation's registered agent for service of process.~~

Sec. 7-2-3. Nuisances—Notice.

1. Whenever an inspector of the Planning and Development Department or any other duly constituted inspection authority of the Augusta, Georgia Commission determines that a nuisance exists on any premises within Augusta, Georgia, he shall serve written notice upon the owner or occupant, or his agent having control thereof, to abate such nuisance. The notice shall, at a minimum, set forth the nature of the nuisance and the fact that the same constitutes a nuisance upon said property; and describe the premises where the nuisance is alleged to exist or to have been committed. For repeat and chronic violators as defined in this Article, notice may be given in the form of a court citation.

2. Said notice shall be served upon the owner or occupant of the premises by personal delivery, or by mailing said notice, certified mail, return receipt requested, addressed to the owner, occupant or agent or by mailing said notice, first class mail, addressed to the owner, occupant or agent and conspicuously posting the notice in or about the premises described in the notice. If service cannot be effectuated in such a manner after diligent effort to do so, service may be made by causing such notice to be published once in a newspaper of general circulation in Augusta, Georgia. If the owner or occupant is a corporation, notice may be served upon an officer, a manager or person in charge of any local business office of such corporation, or the corporation's registered agent for service of process by personal service or by certified mail, return receipt requested.

Sec. 7-2-5. Nuisances—Penalties.

~~Violations of the provisions of this Chapter shall be punished as provided in Section 1-6-1 of this Code.~~

Sec. 7-2-5. Nuisances—Penalties; repeat and chronic violators, defined; administrative fees.

1. Violations of the provisions of this Chapter shall be punished as provided in Section 1-6-1 of this Code.

2. For repeat and chronic violators of this Article:

A. A repeat violator is a responsible party who is found to be in violation of this Chapter on at least two (2) separate dates within a period of one hundred and eighty (180) consecutive days.

B. A chronic violator is a responsible party who is found to be in violation of this Chapter on at least six (3) separate dates within a period of three hundred and sixty –five (365) consecutive days.

C. ‘Responsible party’ is considered an individual, such as the tenant, property owner or both; an agent, LLC, partnership, or corporation.

D. Upon receiving a violation notice on at least two (2) separate dates within one-hundred and eighty (180) consecutive days, the ‘repeat violator’ will be subject to an administrative fee of \$250.00 payable to the Augusta Planning & Development Department.

E. Upon receiving a violation notice on at least three (3) dates within three-hundred and sixty-five consecutive days, the “chronic violator” will be subject to an administrative fee of \$500.00 payable to the Augusta Planning & Development Department.

F. The administrative fees assessed in this Chapter may be collected by the Director of the Planning and Development Department at any time and by any method authorized by law, including as part of the resolution by settlement or sentence of conviction of any underlying violation. The Director of the Planning and Development Department may bring an action in the courts of this county in the name of the Augusta-Richmond County Commission, to collect the amount owed under this section, together with interest, court fees, filings fees, attorney’s fees and other legal fees incident thereto.



Public Service Committee

Meeting Date: February 28, 2023

Updates to the Harrisburg-West End Enterprise Zone Ordinance and Opportunity Zone Boundaries

Department:	Planning & Development
Presenter:	Director Carla Delaney or Department Designee
Caption:	Motion to approve updates to the Harrisburg Enterprise Zoning Ordinance and the proposed updated list of parcels for the Harrisburg Opportunity Zone.
Background:	Enterprise Zones are a tool that allows local governments to offer exemptions and reductions in local property tax, occupational tax, regulatory fees and other local fees for redevelopment in a specified area.

Opportunity Zones (OZ) are designated to local governments by the state. Local governments which undertake redevelopment and revitalization efforts in certain older commercial and industrial areas can now qualify those areas for the State's maximum job tax credit of \$3,500 per job. The incentive, which is available for new or existing businesses that create two or more jobs, is a Job Tax Credit which can be taken against the business's Georgia income tax liability and payroll withholding tax.

The Enterprise Zone was approved in 2021 at the local level. Since that time, the Georgia Department of Community Affairs (DCA) has provided Planning & Development with guidance on the size of the boundaries, statistical data, and updates to the Enterprise Ordinance language.

Analysis:	The proposed updates to the Enterprise Zone Ordinance now incorporate more statistical data and addresses three of the five criteria being suffered: Pervasive Poverty, High Unemployment Rate, Underdevelopment, General Distress and General Blight. An updated format to the Harrisburg Enterprise Zone Ordinance is included.
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The Opportunity Zone previously approved in 2011 included over 2,200 parcels; the resubmission in 2021 attempted to keep 95% of those parcels. Many of the parcels included were residential and therefore not eligible for OZ benefits. DCA advised that a more targeted approach with an emphasis on commercially zoned parcels and a tighter boundary would be ideal.

Financial Impact:	Businesses within the Opportunity Zone may apply for a state tax credit for new jobs created and maintained.
Alternatives:	N/A
Recommendation:	Motion to approve updates to the Harrisburg- West End Enterprise Zone and revised parcel list for the Opportunity Zone resubmission to DCA.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA RICHMOND COUNTY, GEORGIA

RESOLUTION

WHEREAS, Richmond County, Georgia, desires to create the proper economic and social environment, to induce the investment of private resources in productive business enterprises, service enterprises, and encourage residential rehabilitation and new residential construction located in an area meeting criteria established under and set forth in Title 36, Chapter 88 et seq. and subsequently amended, known as the Enterprise Zone Employment Act of 1997 for the State of Georgia as set forth in Georgia Statutes Annotated, hereinafter referred to as the Act, and to provide employment to residents of such area;

NOW, THEREFORE, THE AUGUSTA-RICHMOND COUNTY COMMISSION COMMISSIONERS OF AUGUSTA RICHMOND COUNTY, GEORGIA HEREBY RESOLVES:

SECTION 1

In the geographic area known as the Harrisburg as herein described in Exhibit A (Sites 1-2) being hereafter referred to as the "Nominated Area"), a copy of which is attached hereto and hereby incorporated by reference, in compliance with OCGA 36-88-6 and as subsequently amended, the following findings of fact are made:

(METES & BONDS)

a.) Pervasive Poverty:

The Nominated Area suffers from pervasive poverty that is widespread throughout the nominated area and is evidenced and established by the following criteria:

1.) The Georgia Code requires that for parcels within the nominated area, the parcels must be within or adjacent to a census block group where the ratio of income to poverty level **for** at least 15 percent of the residents shall be less **than** 1.0. **The census block groups within the proposed area range from 49.6% to 63.3% of the residents below the poverty level.** This information was obtained from the 2020 Census of population and Housing.

b.) Unemployment:

The Georgia Code requires that the average rate unemployment for the nominated area for the preceding full calendar year be at least 10 percent higher **than** the state average for unemployment. The state rate of unemployment for **2021** was **3.5%** and the **2021** unemployment for the area was **23.7%**, approximately **16.52%** greater than the state average. This information was obtained from the Georgia Department of Labor for **2021** the most recent full year for which information is available.

c.) General Distress:

The Nominated Area suffers from general distress and adverse conditions as evidenced from the data collected, and such indicators of distress are outlined as followed: The Photographic Survey of the Nominated Area attached hereto as Exhibit B indicates that there are vacant, dilapidated, or deteriorating buildings that exist within the nominated area. Vacant and unused manufacturing space abounds in the nominated area. The Nominated Area, once primarily a center of textile manufacturing in nature, shows significant loss of business with a need for new employment opportunities to utilize the existing vacancies. Consequently, the area shows evidence of creeping blighted conditions that although scattered throughout the area, potentially pose a threat of further disinvestments creating a diminishing tax base within the area. Although most areas in the greater Central Savannah River Area (Augusta-Richmond County) region have increased in population, the population of the Distressed Sites and the surrounding area has declined by ____ percent.

SECTION 2

Based upon the findings of fact set forth in Section 1 of this ordinance in addition to ample additional evidence, the Board of Commissioners finds the Nominated Area meets the qualifications of the Enterprise Zone Employment Act.

SECTION 3

In order to alleviate the above conditions the Board of Commissioners hereby designates the Nominated Area described in Exhibit A, attached hereto and incorporated by reference herein, as an Enterprise Zone to be known as the "Harrisburg Enterprise Zone Development Area."

SECTION 4

The Augusta Richmond County Commission shall be the authorized agency to act in all matters pertaining to the enterprise zones and reserves the power to grant the incentives listed below to qualifying businesses or qualifying service enterprises in accordance with the authorization granted local governments in the administration of the enterprise zone in the Enterprise Zone Employment Act.

SECTION 5

The Augusta Richmond County Commission may grant incentives, as provided by OCGA 36-88-7 and 36-88-9 and as may be subsequently amended from time to time. Such incentives will be negotiated by the Commissioner on a case-by-case basis and may include, but not be limited to, exemptions from any or all of the following: a.) Occupation taxes; b.) Building Permit Fees; c.) Sign Permit Fees; d.) Business License Administrative Fee; e.) Rezoning Fees; f.) Engineering Fees; g.) State and municipal ad valorem taxes, excluding property taxes imposed by school districts; h.) Other local fees authorized by the Board of Commissioners, as may be applicable.

The Augusta Richmond County Commission may make determinations of eligibility for each business enterprise or service enterprise based on the quality and quantity of such additional economic stimulus as may be created within Augusta Richmond County, Georgia. Criteria for consideration may include but not be limited to the following: a.) The number of jobs to be created above the state threshold of five jobs. b.) Capital investment or reinvestment by the business equal to or greater than the amount of ad valorem tax abated over the first five years of the tax incentive; c.) Locating in a vacant or historic building; d.) Demolishing an obsolete, abandoned and/or deteriorating pre-existing structure; e.) Enhancing the area by incorporating elements such as significant landscaping, area compatible facade materials and exclusion of billboards on premises; f.) Assembling multiple tracts of land for one project; and g.) creating jobs for residents of the Enterprise Zone and surrounding area.

SECTION 7

The Augusta Richmond County Commission further directs and designates its (Name or Agency) as liaison for communication with the Georgia Department of Community Affairs; the Georgia Department of Industry, Trade, and Tourism; the business community; and all others to oversee enterprise zone activities and administration, and communication with qualified businesses, qualified service enterprises and qualifying residential developments as outlined in this ordinance.

SECTION 8

The Augusta Richmond County Commission has the power to administer, require, and enforce compliance with the provisions of the ordinance and such administrative rules or regulations adopted hereinafter by way of resolution including but not limited to reports and data information from businesses within the enterprise zone to verify compliance with this ordinance and state law.

SECTION 9

A qualifying business enterprise or service enterprise shall enter into a contractual agreement with the County setting forth the incentives offered to such entity and including the guidelines for the recapture, revocation, or reimbursement of the incentives should the terms of the contract be violated by the target business.

SECTION 10

This ordinance shall take effect immediately.

Read and passed this (date) of (month, year) **TBD**

Name, (Authorized Signatory of the Board of Commissioners)

Print Title:

HARRISBURG WEST PARCELS

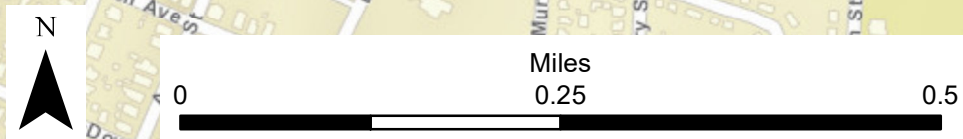
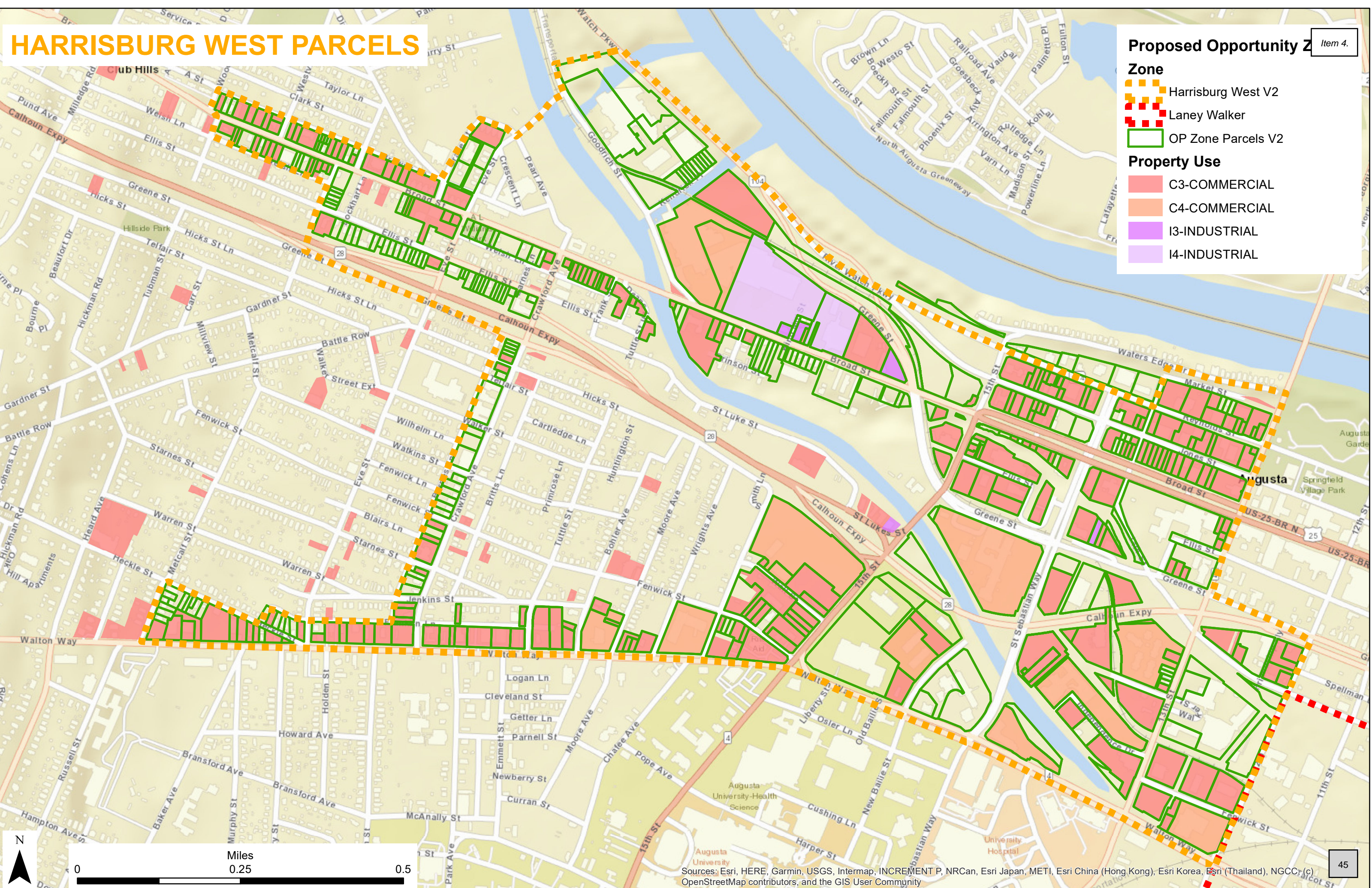
Proposed Opportunity Zone Item 4.

Zone

- Harrisburg West V2
- Laney Walker
- OP Zone Parcels V2

Property Use

- C3-COMMERCIAL
- C4-COMMERCIAL
- I3-INDUSTRIAL
- I4-INDUSTRIAL



BOUNDARY DESCRIPTION Beginning at a point which is the intersection of the centerlines of Water Edge Drive and Thirteenth Street; thence, in a southwesterly direction along the centerline of Thirteenth Street a distance of 1772 feet, more or less, to a point located at the intersection of Thirteenth Street and Greene Street; thence, in a southeasterly direction along the centerline of Greene Street a distance of 900 feet more or less, to a point located at the intersection of Greene Street and Twelfth Street; thence, in a southwesterly direction along the centerline of Twelfth Street a distance of 2006 feet, more or less, to a point located on the centerline of Walton Way; thence, in a westerly direction along the centerline of Walton Way a distance of 8571 feet, more or less, to a point located on the centerline of Metcalf Street; thence, in a northeasterly direction a distance of 547 feet along the centerline of Metcalf Street to a point located on the centerline of Heckle Street; thence, in a southeasterly direction from along the centerline of Heckle Street a distance of 846 feet, more or less, to a point located on the centerline of Heckle Street at 33°28'34.18"N, 82° 0'5.36"W; thence, in a northeasterly direction from the centerline of Heckle Street at 33°28'34.18"N, 82° 0'5.36"W a distance of 347 feet, more or less, to a point located on the centerline line of Jenkins Street at 33°28'37.40"N, 82° 0'3.61"W; thence, in an easterly direction along the centerline of Jenkins Street a distance of 498 feet, more or less, to a point located at the intersection of Barnes Lane; thence in a northeasterly direction along the centerline of Barnes Lane a distance of 2322 feet more or less, to a point located at the intersection of Green Street; thence, in a westerly direction along the centerline of Green Street a distance of 1745 feet, more or less, to a point located at the intersection of Metcalf Street, located at 33°29'4.10"N, 82° 0'1.49"W; thence, in a northeasterly from 33°29'4.10"N, 82° 0'1.49"W a distance of 208 feet, more or less, to a point located at the intersection of Saint Luke Street and Metcalf Street located at 33°29'6.00"N, 33°29'6.00"N; thence, continue in a northeasterly direction along the centerline of Metcalf Street a distance of 394 feet, more or less, to a point located at the intersection of Welsh Lane; thence, in a northwesterly direction along the centerline of Welsh Lane a distance of 1022 feet, more or less, to a point located at the intersection of Tubman Street; thence, in a northeasterly direction along the centerline of Tubman Street a distance of 185 feet, more or less, to a point located at the intersection of Broad Street; thence, in a northwesterly direction along the centerline of Broad Street a distance of 97 feet, more or less, to a point located at the intersection of Wood Street; thence, in a northeasterly direction along the centerline of Wood Street a distance of 173 feet, more or less, to a point located at the intersection of Browns Lane; thence, in a southeasterly direction along the centerline of Browns Lane a distance of 1966 feet, more or less, to a point located at the intersection of Grace Street; thence, in a northeasterly direction along the centerline of Grace Street a distance of 416 feet, more or less, to a point located at the intersection of Peral Avenue; thence, continue in a northeasterly direction along the centerline of Pearl Avenue a distance of 497 feet, more or less, to a point located at the intersection of Eve Street; thence, in a northeasterly direction along the centerline of Eve Street a distance of 526 feet, more or less, to a point located at the intersection of Goodrich Street; thence, in a northwesterly direction along the centerline of Goodrich Street a distance of 309 feet, more or less, to a point located at 33°29'19.68"N, 81°59'37.51"W; thence, in a northeasterly direction from 33°29'19.68"N, 81°59'37.51"W a distance of 604 feet, more or less, to a point located at 33°29'19.94"N, 81°59'30.37"W of River Watch Parkway; thence, in a southeasterly direction along the centerline of River Watch Parkway a distance of 3925 feet, more or less, to a point located at the intersection of Reynolds Street; thence, continue in a southeasterly direction along the centerline of Reynolds Street a distance of 1296 feet, more or less, to a point located at the intersection of 14th Street; thence, in a northeasterly direction along the centerline of 14th Street a distance of 260 feet, more or less, to a point located at the intersection of Market Street;

thence, continue in a northeasterly direction from the intersection of Market Street a distance of 96 feet, more or less, to a point located at 33°28'55.01"N, 81°58'38.63"W along Waters Edge Drive; thence in a northeasterly direction along centerline of Waters Edge Drive a distance of 983 feet, more or less, to the point of beginning.

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
2	027-3-072-00-0	157 Westview Ave	Augusta, GA 30904	\$5,000	Commercial Lots	Fair	KEY JAMES R	0.11
3	027-3-073-00-0	2039 Broad St	Augusta, GA 30904	\$41,786	Commercial Lots	Good	KEY JAMES R	0.22
4	027-3-074-00-0	2047 Broad St	Augusta, GA 30904	\$97,650	Commercial Lots	Fair	MCNAIR LINDA FAYE	0.17
5	027-3-075-00-0	2049 Broad St	Augusta, GA 30904	\$30,632	Commercial Lots	Fair	ICE CREAM ISLAND LLC	0.26
6	027-3-075-01-0	2053 Broad St	Augusta, GA 30904	\$55,342	Commercial Lots	Good	ICE CREAM ISLAND LLC	0.23
7	027-3-076-00-0	2061 Broad St	Augusta, GA 30904	\$122,895	Commercial Lots	Good	LNB ENTERPRISES LLC	0.33
8	027-3-077-00-0	2063 Broad St	Augusta, GA 30904	\$68,003	Residential Lots	Fair	MYNEWHOME LLC	0.17
9	027-3-078-00-0	2065 Broad St	Augusta, GA 30904	\$103,823	Residential Lots	Fair	BELL MARY DELLA	0.17
10	027-3-079-00-0	2067 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	HUNNICUTT ROBERT L	0.17
11	027-3-089-00-0	2009 Broad St	Augusta, GA 30904	\$66,150	Commercial Lots	Fair	COLLIER REALTY HOLDINGS LLC	0.17
12	027-3-090-00-0	2013 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	SMITH SYLVESTER	0.17
13	027-3-091-00-0	2015 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	SMITH SYLVESTER	0.17
14	027-3-092-00-0	2017 Broad St	Augusta, GA 30904	\$53,800	Residential Lots	Fair	WILLIAMSON LOUIS	0.09
15	027-3-093-00-0	2016 Browns Ln	Augusta, GA 30904	\$16,332	Residential Lots	Fair	GARDEN CITY COMMERCIAL LLC	0.04
16	027-3-093-01-0	2018 Browns Ln	Augusta, GA 30904	\$16,925	Residential Lots	Fair	GARDEN CITY COMMERCIAL LLC	0.04
17	027-3-094-00-0	2019 Broad St	Augusta, GA 30904	\$25,231	Residential Lots	Fair	WILLIAMSON LOUIS A	0.05
18	027-3-095-00-0	2020 Browns Ln	Augusta, GA 30904	\$1,525	Commercial Lots	Poor	GARDEN CITY COMMERCIAL LLC	0.04
19	027-3-096-00-0	2021 Broad St	Augusta, GA 30904	\$24,419	Commercial Lots	Fair	COLLIER IRWIN R	0.05
20	027-3-097-00-0	2022 Browns Ln	Augusta, GA 30904	\$12,837	Residential Lots	Poor	GARDEN CITY COMMERCIAL LLC	0.04
21	027-3-100-01-0	2025 Broad St	Augusta, GA 30904	\$310,535	Commercial Lots	Good	PATEL VIPULKUMAR	0.5
22	027-3-102-00-0	2033 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	GRZESKIEWICZ ROBERT MARION	0.17
23	027-3-103-00-0	2035 Broad St	Augusta, GA 30904	\$14,810	Commercial Lots	Fair	GRZESKIEWICZ UN KYONG	0.17
24	027-3-140-00-0	2064 Broad St	Augusta, GA 30904	\$44,600	Commercial Lots	Fair	DAVISON MARK A	0.26
25	027-3-141-00-0	2058 Broad St	Augusta, GA 30904	\$43,782	Commercial Lots	Fair	POWELL JIMMIE L	0.1
26	027-3-141-01-0	2060 Broad St	Augusta, GA 30904	\$36,977	Commercial Lots	Fair	POWELL JIMMIE L	0.1
27	027-3-143-00-0	2052 Broad St	Augusta, GA 30904	\$94,952	Residential Lots	Fair	BUSH HOWARD S	0.4
28	027-3-144-00-0	2050 Broad St	Augusta, GA 30904	\$53,985	Commercial Lots	Fair	HAG PROPERTIES LLC	0.15
29	027-3-145-00-0	2048 Broad St	Augusta, GA 30904	\$54,788	Residential Lots	Good	BRITTINGHAM BRIAN	0.15
30	027-3-146-00-0	2044 Broad St	Augusta, GA 30904	\$5,314	Commercial Lots	Fair	AIKENS ANGELA P	0.15
31	027-3-147-00-0	2042 Broad St	Augusta, GA 30904	\$49,225	Commercial Lots	Good	SHELTON MICHAEL C	0.15
32	027-3-148-00-0	2038 Broad St	Augusta, GA 30904	\$18,432	Commercial Lots	Poor	SHELTON MICHAEL C	0.2
33	027-3-149-00-0	2034 Broad St	Augusta, GA 30904	\$178,409	Exempt - Charities	Poor	MERCY MINISTRIES INC	0.4
34	027-3-152-00-0	2032 Broad St	Augusta, GA 30904	\$8,712	Exempt - Charities	Poor	MERCY MINISTRIES INC	0.1
35	027-3-153-00-0	2030 Broad St	Augusta, GA 30904	\$8,294	Exempt - Charities	Poor	MERCY MINISTRIES INC	0.1
36	027-3-154-00-0	2028 Broad St	Augusta, GA 30904	\$18,370	Residential Lots	Poor	MERCY MINISTRIES INC	0.19
37	027-3-155-00-0	2026 Broad St	Augusta, GA 30904	\$9,972	Commercial Lots	Poor	JOHNSON LOIS KIMBLE	0.1
38	027-3-156-00-0	2024 Broad St	Augusta, GA 30904	\$11,640	Commercial Lots	Poor	WILLIAMSON LOUIS A	0.1
39	027-3-157-00-0	2012 Broad St	Augusta, GA 30904	\$8,216	Commercial Lots	Poor	WILLIAMSON LOUIS A	0.09
40	027-3-159-00-0	2006 Broad St	Augusta, GA 30904	\$33,810	Commercial Lots	Fair	WILLIAMSON LOUIS ANTHONY	0.08
41	027-3-161-00-0	2002 Broad St	Augusta, GA 30904	\$19,298	Commercial Lots	Fair	CAPPS RICHARD H SR	0.07
42	027-4-062-00-0	2005 Broad St	Augusta, GA 30904	\$20,394	Residential Lots	Poor	SHARON BAPTIST CHURCH OF AUGUSTA INC	0.17
43	027-4-063-00-0	151 Curry St	Augusta, GA 30904	\$63,909	Residential Lots	Good	PARKER SOUTH LLC	0.07
44	027-4-064-00-0	2001 Broad St	Augusta, GA 30904	\$17,095	Commercial Lots	Fair	SKRINE NICHOLAS	0.1
45	027-4-077-00-0	1983 Broad St	Augusta, GA 30904	\$17,267	Commercial Lots	Fair	SKORCA PROPTERTIES LLC	0.25
46	027-4-077-01-0	1991 Broad St	Augusta, GA 30904	\$362,995	Commercial Lots	Fair	FAMILY DOLLAR STORES OF A	0.58
47	027-4-078-00-0	1981 Broad St	Augusta, GA 30904	\$14,285	Commercial Lots	Fair	SKORCA PROPTERTIES LLC	0.2

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
48	027-4-079-00-0	1979 Broad St	Augusta, GA 30904	\$13,824	Commercial Lots	Good	SKORCA PROPTERTIES LLC	0.2
49	027-4-081-00-0	126 Grace St	Augusta, GA 30904	\$83,613	Exempt - Charities	Good	SALVATION ARMY THE	0.49
50	027-4-082-00-0	120 Grace St	Augusta, GA 30904	\$394,562	Exempt - Churches	Poor	EAST AUGUSTA CHURCH OF CH	0.5
51	027-4-085-00-0	1902 Pearl Ave	Augusta, GA 30904	\$481,923	Commercial Lots	Poor	IDEAL SYSTEMS LLC	0.76
52	027-4-089-00-0	119 Eve St	Augusta, GA 30904	\$108,171	Exempt - Charities	Good	SALVATION ARMY THE	0.47
53	027-4-090-00-0	123 Eve St	Augusta, GA 30904	\$118,713	Exempt - Charities	Good	SALVATION ARMY THE	0.49
54	027-4-094-00-0	1721 Goodrich St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA CANAL AUTHORITY	7.77
55	027-4-094-00-1	1721 Goodrich St	Augusta, GA 30904	\$3,443,157	Historic Lots	Poor	SIBLEY MASTER TENANT I LLC	0.01
56	027-4-094-00-2	1721 Goodrich St	Augusta, GA 30904	\$1,205,903	Historic Lots	Poor	CAPE AUGUSTA DIGITAL PROPERTIES LLC	0.01
57	027-4-096-00-0	1717 Goodrich St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA CANAL AUTHORITY	6.33
58	027-4-097-00-0	18 Kendrick Pl	Augusta, GA 30904	\$32,019	Residential Lots	Fair	JOHNSON DAN	0.1
59	027-4-098-00-0	20 Kendrick Pl	Augusta, GA 30904	\$38,452	Residential Lots	Good	FACET FINANCIAL LLC	0.1
60	027-4-099-00-0	22 Kendrick Pl	Augusta, GA 30904	\$30,031	Residential Lots	Fair	TUTEN CLARENCE MICHAEL	0.1
61	027-4-100-00-0	24 Kendrick Pl	Augusta, GA 30904	\$37,120	Residential Lots	Good	ACEVEDO-RECENDIZ YURINTZI AYDE	0.09
62	027-4-101-00-0	26 Kendrick Pl	Augusta, GA 30904	\$47,666	Residential Lots	Good	WOODS RONNIE MESHAWN	0.11
63	027-4-102-00-0	28 Kendrick Pl	Augusta, GA 30904	\$35,633	Residential Lots	Good	WOODS RONNIE	0.1
64	027-4-103-00-0	30 Kendrick Pl	Augusta, GA 30904	\$37,894	Residential Lots	Fair	RIGDON MARY R	0.09
65	027-4-104-00-0	32 Kendrick Pl	Augusta, GA 30904	\$36,198	Residential Lots	Fair	RIGDON MARY R	0.1
66	027-4-105-00-0	34 Kendrick Pl	Augusta, GA 30904	\$49,478	Residential Lots	Good	WELLINGTON PARK LLC	0.11
67	035-1-009-00-0	1980 Broad St	Augusta, GA 30904	\$49,610	Residential Lots	Fair	MEYERS ANDRENA	0.42
68	035-1-010-00-0	212 Metcalf St	Augusta, GA 30904	\$71,951	Residential Lots	Good	SENESTRARO AJA DIANE	0.08
69	035-1-011-00-0	214 Metcalf St	Augusta, GA 30904	\$54,555	Residential Lots	Good	MACH ACADEMY INC	0.08
70	035-1-012-00-0	216 Metcalf St	Augusta, GA 30904	\$52,966	Residential Lots	Fair	SADEK IBRAHIM	0.08
71	035-1-013-00-0	218 Metcalf St	Augusta, GA 30904	\$2,592	Residential Lots	Fair	WELLS FARGO BANK NA	0.09
72	035-1-014-00-0	220 Metcalf St	Augusta, GA 30904	\$50,763	Residential Lots	Fair	HOLLAND CURTIS L	0.09
73	035-1-058-00-0	1976 Ellis St	Augusta, GA 30904	\$35,359	Commercial Lots	Poor	DAVIS PAUL M TRUST	0.57
74	035-1-059-00-0	1966 Ellis St	Augusta, GA 30904	\$45,512	Residential Lots	Fair	JROD & CO LLC	0.25
75	035-2-001-00-0	1939 Broad St	Augusta, GA 30904	\$614,735	Commercial Lots	Poor	IDEAL SYSTEMS LLC	0.83
76	035-2-003-00-0	1901 Broad St	Augusta, GA 30904	\$558,789	Commercial Lots	Poor	IDEAL SYSTEMS LLC	0.66
77	035-2-031-00-0	1705 Goodrich St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA CANAL AUTHORITY	1.23
78	035-2-033-00-0	36 Kendrick Pl	Augusta, GA 30904	\$12,400	Residential Lots	Fair	AUGUSTA CAPITAL LLC	0.28
79	035-2-034-00-0	1697 Broad St	Augusta, GA 30904	\$2,470,360	Commercial Small Tracts	Good	AUGUSTA CYBERWORKS 2 LLC	6.2
80	035-2-062-00-0	1902 Broad St	Augusta, GA 30904	\$13,068	Commercial Lots	Good	HOWARDS APPLIANCES INC	0.76
81	035-2-063-00-0	1908 Broad St	Augusta, GA 30904	\$13,068	Commercial Lots	Good	HOWARDS APPLIANCES INC	0.15
82	035-2-066-02-0	1926 Broad St	Augusta, GA 30904	\$334,828	Commercial Lots	Fair	HOWARDS APPLIANCES INC	1.53
83	035-2-071-00-0	1934 Broad St	Augusta, GA 30904	\$8,100	Commercial Lots	Fair	HOWARDS APPLIANCES INC	0.09
84	035-2-072-00-0	1936 Broad St	Augusta, GA 30904	\$8,100	Commercial Lots	Fair	HOWARDS APPLIANCES INC	0.09
85	035-2-073-00-0	1940 Broad St	Augusta, GA 30904	\$59,492	Residential Lots	Fair	HOWARDS APPLIANCES INC	0.19
86	035-2-110-00-0	1800 Broad St	Augusta, GA 30904	\$67,950	Commercial Lots	Poor	1800 BROAD LLC	0.15
87	035-2-111-00-0	1810 Broad St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA	0.13
88	035-2-112-00-0	1814 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.25
89	035-2-113-00-0	1822 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.32
90	035-2-114-00-0	1826 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.64
91	035-2-119-00-0	1842 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.13
92	035-2-127-00-0	1770 Broad St	Augusta, GA 30904	\$25,226	Commercial Lots	Poor	KAMATH LLC	0.1
93	035-2-139-00-0	1728 Broad St	Augusta, GA 30904	\$5,228	Commercial Lots	Fair	SNELLINGS WILLIAM R JR	0.06

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
94	035-2-140-00-0	1732 Broad St	Augusta, GA 30904	\$15,682	Commercial Lots	Fair	SNELLINGS WILLIAM R JR	0.18
95	035-2-141-00-0	1738 Broad St	Augusta, GA 30904	\$19,193	Exempt - Churches	Fair	HOUSE OF TRANSITION & TRANSFORMATION INC	0.07
96	035-2-142-00-0	1740 Broad St	Augusta, GA 30904	\$8,712	Commercial Lots	Fair	WILLOWOOD FOX LLC	0.1
97	035-2-143-00-0	1744 Broad St	Augusta, GA 30904	\$14,400	Commercial Lots	Fair	WILLOWOOD FOX LLC	0.17
98	035-2-144-00-0	1750 Broad St	Augusta, GA 30904	\$11,520	Commercial Lots	Fair	WILLOWOOD FOX LLC	0.13
99	035-2-145-00-0	1756 Broad St	Augusta, GA 30904	\$43,544	Commercial Lots	Good	KAMATH LLC	0.13
100	035-2-146-00-0	1760 Broad St	Augusta, GA 30904	\$11,326	Commercial Lots	Fair	KAMATH LLC	0.13
101	035-2-147-00-0	1764 Broad St	Augusta, GA 30904	\$11,326	Commercial Lots	Fair	KAMATH LLC	0.13
102	035-2-148-00-0	1768 Broad St	Augusta, GA 30904	\$3,484	Commercial Lots	Fair	KAMATH LLC	0.04
103	035-2-151-01-0	1730 Broad St	Augusta, GA 30904	\$159,179	Commercial Lots	Fair	MAYO PLACE PROPERTIES LLC	0.55
104	035-2-166-00-0	201 Tuttle St	Augusta, GA 30904	\$3,020	Commercial Lots	Fair	AUGUSTA PROPERTIES I INC	0.06
105	035-2-178-00-0	207 Tuttle St	Augusta, GA 30904	\$11,413	Commercial Lots	Poor	CRAWLEY BOBBY E	0.13
106	035-2-179-00-0	1696 Broad St	Augusta, GA 30904	\$15,044	Commercial Lots	Poor	MARTHA LESTER LLC	0.06
107	035-2-180-00-0	1694 Broad St	Augusta, GA 30904	\$4,669	Residential Lots	Good	MARTHA LESTER LLC	0.1
108	035-2-181-00-0	1692 Broad St	Augusta, GA 30904	\$7,088	Residential Lots	Good	MARTHA LESTER LLC	0.21
109	035-2-182-00-0	1688 Broad St	Augusta, GA 30904	\$151,309	Commercial Lots	Fair	MARTHA LESTER LLC	2.2
110	035-2-183-00-0	1676 Broad St	Augusta, GA 30904	\$29,217	Commercial Lots	Fair	KAMATH LLC	0.23
111	035-2-184-00-0	1960 Ellis St	Augusta, GA 30904	\$79,709	Residential Lots	Good	PSTEED PROPERTIES LLC	0.21
112	035-2-184-01-0	1958 Ellis St	Augusta, GA 30904	\$79,585	Residential Lots	Good	PSTEED PROPERTIES LLC	0.21
113	035-2-204-00-0	301 Eve St	Augusta, GA 30904	\$37,557	Commercial Lots	Poor	HAG PROPERTIES LLC	0.22
114	035-2-205-00-0	1910 Ellis St	Augusta, GA 30904	\$9,221	Residential Lots	Poor	HAG PROPERTIES LLC	0.08
115	035-2-206-00-0	1912 Ellis St	Augusta, GA 30904	\$59,727	Residential Lots	Good	JOHNSON LOIS K	0.11
116	035-2-207-00-0	1914 Ellis St	Augusta, GA 30904	\$44,458	Residential Lots	Good	AUGUSTA CAPITAL GROUP LLC	0.08
117	035-2-208-00-0	1916 Ellis St	Augusta, GA 30904	\$43,488	Residential Lots	Good	SEQUOIA CAPITAL GROUP LLC	0.08
118	035-2-209-00-0	1924 Ellis St	Augusta, GA 30904	\$65,936	Residential Lots	Good	GOOD FAITH MANAGEMENT LLC	0.1
119	035-2-210-00-0	1926 Ellis St	Augusta, GA 30904	\$60,246	Residential Lots	Good	COLLINS JANICE TWIGGS	0.14
120	035-2-211-00-0	1932 Ellis St	Augusta, GA 30904	\$66,048	Residential Lots	Good	WALDEN ROOSEVELT & WALDEN CHERYL D	0.14
121	035-2-212-00-0	1936 Ellis St	Augusta, GA 30904	\$55,394	Residential Lots	Good	INFORMED CONSUMER NETWORKS LLC	0.15
122	035-2-213-00-0	1938 Ellis St	Augusta, GA 30904	\$56,741	Residential Lots	Good	EVANS MRS ANITA LOUISE B	0.15
123	035-2-214-00-0	1944 Ellis St	Augusta, GA 30904	\$4,620	Residential Lots	Fair	GREATER SAINT JOHN MB CHURCH	0.1
124	035-2-215-00-0	1946 Ellis St	Augusta, GA 30904	\$60,030	Residential Lots	Good	PAGE JEANETTE H	0.14
125	035-2-216-00-0	1948 Ellis St	Augusta, GA 30904	\$568,605	Exempt - Churches	Good	GREATER SAINT JOHN BAPTIST CHURCH BY TR	0.37
126	035-2-218-00-0	1956 Ellis St	Augusta, GA 30904	\$78,600	Residential Lots	Good	PSTEED PROPERTIES LLC	0.18
127	035-2-219-00-0	1866 Ellis St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.25
128	035-2-246-00-0	1818 Ellis St	Augusta, GA 30904	\$4,349	Exempt - Churches	Good	SAINT LUKE UNITED METHODIST	0.09
129	035-2-247-00-0	1822 Ellis St	Augusta, GA 30904	\$9,722	Residential Lots	Poor	SEQUOIA CAPITAL GROUP LLC	0.1
130	035-2-248-00-0	1824 Ellis St	Augusta, GA 30904	\$20,961	Residential Lots	Fair	SMITH LIBBIE	0.1
131	035-2-249-00-0	1826 Ellis St	Augusta, GA 30904	\$47,082	Residential Lots	Fair	BURNS SUSAN DIANE	0.11
132	035-2-250-00-0	1828 Ellis St	Augusta, GA 30904	\$5,009	Residential Lots	Poor	YAO TALIANG	0.1
133	035-2-251-00-0	1832 Ellis St	Augusta, GA 30904	\$73,406	Residential Lots	Fair	COOK ALLEN O	0.14
134	035-2-253-00-0	1834 Ellis St	Augusta, GA 30904	\$31,762	Residential Lots	Fair	JOHNSON STEPHANIE M	0.1
135	035-2-254-00-0	1836 Ellis St	Augusta, GA 30904	\$3,528	Residential Lots	Fair	MCNIGHT MICHELLE	0.1
136	035-2-255-00-0	1838 Ellis St	Augusta, GA 30904	\$43,805	Residential Lots	Fair	DORSEY TOMMY LEE	0.1
137	035-2-256-00-0	1840 Ellis St	AUGUSTA, GA 30904	\$24,126	Residential Lots	Fair	POOL PRESTON	0.08
138	035-2-257-00-0	1842 Ellis St	Augusta, GA 30904	\$7,974	Residential Lots	Poor	BROMELL LOUIS NELLO	0.2
139	035-2-258-00-0	1848 Ellis St	Augusta, GA 30904	\$27,174	Residential Lots	Fair	CAPPS RICHARD H	0.37

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
140	035-2-260-00-0	1852 Ellis St	Augusta, GA 30904		Exempt - Public Property	Poor	AUGUSTA	0.06
141	035-2-263-00-0	301 Crawford Ave	Augusta, GA 30904	\$4,452	Residential Lots	Good	GOOD NEIGHBOR MINISTRIES INC	0.09
142	035-2-264-00-0	311 Crawford Ave	Augusta, GA 30904	\$1,122,613	Exempt - Churches	Good	ST LUKE METHODIST CHURCH	0.65
143	035-2-292-00-0	210 Tuttle St	Augusta, GA 30904	\$2,488	Residential Lots	Fair	HFD PROPERTIES LLC	0.04
144	035-2-350-00-0	419 Crawford Ave	Augusta, GA 30904	\$42,748	Commercial Lots	Good	HUGHES DORIS G REVOCABLE TRUST	0.15
145	035-2-351-00-0	417 Crawford Ave	Augusta, GA 30904	\$58,793	Residential Lots	Good	SOLDERN TOUCH LLC	0.07
146	035-2-352-00-0	415 Crawford Ave	Augusta, GA 30904	\$56,124	Residential Lots	Good	GOOD BEGINNINGS PROPERTIES LLC	0.07
147	035-2-353-00-0	413 Crawford Ave	Augusta, GA 30904	\$56,561	Residential Lots	Good	HUGHES DORIS G REVOCABLE TRUST	0.07
148	035-2-354-00-0	411 Crawford Ave	Augusta, GA 30904	\$59,497	Residential Lots	Good	THIGPEN MICHAEL	0.07
149	035-2-487-00-0	427 Crawford Ave	Augusta, GA 30904	\$6,361	Residential Lots	Poor	NINE OWEN	0.11
150	035-2-488-00-0	423 Crawford Ave	Augusta, GA 30904	\$93,564	Commercial Lots	Good	NINE OWEN	0.15
151	035-2-504-00-0	507 Crawford Ave	Augusta, GA 30904	\$3,513,127	Exempt - Churches	Good	CRAWFORD AVE BAPTIST CHUR	1.21
152	035-2-573-00-0	212 Tuttle St	Augusta, GA 30904	\$12,427	Commercial Lots	Fair	HFD PROPERTIES LLC	0.29
153	035-2-574-00-0	1850 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.19
154	035-2-575-00-0	1848 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.19
155	035-2-576-00-0	1846 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.19
156	035-2-577-00-0	1844 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.19
157	035-3-268-00-0	1843 Walton Way	Augusta, GA 30904	\$173,711	Commercial Lots	Good	CHEN SHIGUAN	0.2
158	035-3-269-00-0	1903 Heckle St	Augusta, GA 30904	\$64,546	Residential Lots	Fair	PELHAM MIRANDA RAYE	0.2
159	035-3-270-00-0	1905 Heckle St	Augusta, GA 30904	\$69,079	Residential Lots	Fair	YOUNG ROGER	0.13
160	035-3-271-00-0	1907 Heckle St	Augusta, GA 30904	\$60,090	Residential Lots	Good	AMADORI SILVA M	0.12
161	035-3-272-00-0	1909 Heckle St	Augusta, GA 30904	\$66,594	Residential Lots	Fair	LEE ALETHA	0.16
162	035-3-273-00-0	1911 Heckle St	Augusta, GA 30904	\$39,696	Commercial Lots	Poor	EMPRESS AND EMPIRE LLC	0.15
163	035-3-274-00-0	1913 Heckle St	Augusta, GA 30904	\$8,793	Residential Lots	Fair	EMPRESS AND EMPIRE LLC	0.18
164	035-3-300-00-0	1827 Walton Way	Augusta, GA 30904	\$187,875	Commercial Lots	Good	KNAPP FRANK E III	0.21
165	035-3-301-00-0	1831 Walton Way	Augusta, GA 30904	\$293,529	Commercial Lots	Good	LANIER ROBBY W	0.44
166	035-3-304-00-0	1841 Walton Way	Augusta, GA 30904	\$214,900	Commercial Lots	Good	DROMSKY JOSEPH R	0.17
167	035-3-305-00-0	816 Eve St	Augusta, GA 30904	\$220,800	Residential Lots	Good	CULTIVATION PROPERTIES LLC	0.22
168	035-3-373-00-0	802 Metcalf St	Augusta, GA 30904	\$204,593	Exempt - Churches	Good	KINGDOM LIFE FELLOWSHIP MINISTRIES	0.38
169	035-3-374-00-0	1932 Heckle St	Augusta, GA 30904	\$32,000	Residential Lots	Fair	CSRA HOME BUYERS LLC	0.14
170	035-3-375-00-0	1930 Heckle St	Augusta, GA 30904	\$40,415	Residential Lots	Fair	NOBLES TRUITT NELSON JR ESTATE OF	0.1
171	035-3-376-00-0	1928 1/2 Heckle St	Augusta, GA 30904	\$39,773	Residential Lots	Good	PYE INVESTMENTS LLC	0.07
172	035-3-377-00-0	1926 Heckle St	Augusta, GA 30904	\$125,000	Residential Lots	Fair / Good	SMITH CHERIE ANITA ROFS	0.21
173	035-3-378-00-0	1924 Heckle St	Augusta, GA 30904	\$75,966	Residential Lots	Good	SNEAD INVESTMENTS LLC	0.17
174	035-3-379-00-0	1931 Walton Way	Augusta, GA 30904	\$482,215	Commercial Lots	Good	SBKC REAL ESTATE HOLDINGS LLC	1.35
175	035-3-379-01-0	1937 Walton Way	Augusta, GA 30904	\$95,832	Commercial Lots	Good	3730 TROTTER LLC	0.4
176	035-3-379-02-0	1933 Walton Way	Augusta, GA 30904	\$387,044	Commercial Lots	Good	3730 TROTTER LLC	0.34
177	035-3-380-00-0	1929 Walton Way	Augusta, GA 30904	\$150,000	Commercial Lots	Good	AUGUSTA BOXING CLUB INC	0.33
178	035-3-381-00-0	1927 Walton Way	Augusta, GA 30904	\$139,431	Commercial Lots	Good	COLEMAN FAMILY TRUST	0.34
179	035-3-382-00-0	1925 Walton Way	Augusta, GA 30904	\$106,581	Commercial Lots	Good	AUGUSTA ORIENTAL RUG INC	0.18
180	035-3-383-00-0	1923 Walton Way	Augusta, GA 30904	\$188,454	Commercial Lots	Good	STEEDLY TIMOTHY F	0.15
181	035-3-384-00-0	1915 Walton Way	Augusta, GA 30904	\$69,310	Residential Lots	Fair	HODGES REBECCA KING REV TRUST	0.12
182	035-3-385-00-0	1905 Walton Way	Augusta, GA 30904	\$124,101	Commercial Lots	Good	BOULUS PAUL A JR	0.23
183	035-3-386-00-0	1901 Walton Way	Augusta, GA 30904	\$37,803	Commercial Lots	Good	BLANCHARD E WHITAKER	0.06
184	035-3-388-00-0	1939 Walton Way	Augusta, GA 30904	\$359,051	Commercial Lots	Good	AUGUSTA BUSINESS PRESSTECH INC	0.51
185	035-3-390-00-0	1953 Walton Way	Augusta, GA 30904	\$123,162	Commercial Lots	Fair	WALTERS RAYMOND L JR 33.33%	0.47

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
186	035-3-391-00-0	814 Metcalf St	Augusta, GA 30904	\$86,926	Residential Lots	Good	REH REAL ESTATE HOLDINGS LLC	0.15
187	035-3-392-00-0	810 Metcalf St	Augusta, GA 30904	\$79,838	Residential Lots	Good	REH REAL ESTATE HOLDINGS LLC	0.17
188	035-3-393-00-0	808 Metcalf St	Augusta, GA 30904	\$70,468	Residential Lots	Good	REH REAL ESTATE HOLDINGS LLC	0.18
189	035-3-394-00-0	806 Metcalf St	Augusta, GA 30904	\$106,089	Residential Lots	Good	MOLDOVAN TREVOR Q	0.08
190	035-3-395-00-0	804 Metcalf St	Augusta, GA 30904	\$90,282	Residential Lots	Good	BROOKS PATRICIA	0.12
191	035-4-017-00-0	615 Crawford Ave	Augusta, GA 30904	\$731,460	Exempt - Churches	Good	BETHEL A M E CHURCH OF AU	0.62
192	035-4-019-00-0	609 Crawford Ave	Augusta, GA 30904	\$13,620	Exempt - Churches	Fair	BETHEL A M E CHURCH OF AU	0.42
193	035-4-021-00-0	601 Crawford Ave	Augusta, GA 30904	\$14,857	Exempt - Churches	Good	CRAWFORD AVENUE BAPTIST CHURCH INC	0.21
194	035-4-144-00-0	645 Crawford Ave	Augusta, GA 30904	\$98,786	Residential Lots	Good	DROWLETTE ANNETTE	0.19
195	035-4-145-00-0	643 Crawford Ave	Augusta, GA 30904	\$90,302	Residential Lots	Good	DROWLETTE ANNETTE	0.18
196	035-4-146-00-0	641 Crawford Ave	Augusta, GA 30904	\$169,641	Residential Lots	Good	WALKER LYDELL D	0.23
197	035-4-147-00-0	637 Crawford Ave	Augusta, GA 30904	\$86,231	Residential Lots	Good	STENSURD LARRY	0.23
198	035-4-148-00-0	631 Crawford Ave	Augusta, GA 30904	\$116,353	Residential Lots	Good	LI MING GUANG ROFS	0.23
199	035-4-149-00-0	625 Crawford Ave	Augusta, GA 30904	\$62,086	Residential Lots	Fair	COOPER ROGER	0.17
200	035-4-353-00-0	721 Crawford Ave	Augusta, GA 30904	\$701,869	Commercial Lots	Good	PLATTS FUNERAL HOME INC	0.65
201	035-4-354-00-0	707 Crawford Ave	Augusta, GA 30904	\$11,005	Commercial Lots	Good	PLATTS FUNERAL HOME INC	0.17
202	035-4-355-00-0	705 Crawford Ave	Augusta, GA 30904	\$14,871	Residential Lots	Good	PLATTS FUNERAL HOME INC	0.25
203	035-4-356-00-0	1802 Fenwick St	Augusta, GA 30904	\$53,461	Commercial Lots	Fair	PLATTS FUNERAL HOME INC	0.21
204	035-4-432-00-0	809 Crawford Ave	Augusta, GA 30904	\$109,611	Residential Lots	Good	MCMONIGLE JAMES D	0.28
205	035-4-433-00-0	807 Crawford Ave	Augusta, GA 30904	\$113,183	Residential Lots	Good	JORDON CATHERINE W	0.26
206	035-4-434-00-0	805 Crawford Ave	Augusta, GA 30904	\$141,940	Residential Lots	Fair	STANLEY GROVER BAXTER	0.14
207	035-4-435-00-0	801 Crawford Ave	Augusta, GA 30904	\$110,257	Commercial Lots	Good	ESTEP PAT L JR	0.1
208	035-4-457-00-0	1823 Walton Way	Augusta, GA 30904	\$278,665	Commercial Lots	Good	SYBRA LLC	0.51
209	035-4-458-00-0	1819 Walton Way	Augusta, GA 30904	\$303,288	Commercial Lots	Good	JADESTONE LLC	0.31
210	035-4-460-00-0	1815 Walton Way	Augusta, GA 30904	\$429,207	Commercial Lots	Good	HO TERRY CHIN CHUAN ROFS	0.51
211	035-4-466-00-0	1801 Walton Way	Augusta, GA 30904	\$746,609	Commercial Lots	Good	COOK OUT AUGUSTA INC	0.64
212	035-4-468-00-0	831 Crawford Ave	Augusta, GA 30904	\$60,051	Commercial Lots	Good	SMITH JOSEPH E	0.15
213	035-4-469-00-0	821 Crawford Ave	Augusta, GA 30904	\$66,463	Commercial Lots	Good	SMITH JOSEPH E	0.28
214	035-4-470-00-0	817 Crawford Ave	Augusta, GA 30904	\$168,636	Commercial Lots	Good	SMITH JOSEPH E	0.18
215	035-4-480-01-0	1739 Walton Way	Augusta, GA 30904	\$332,900	Commercial Lots	Good	SPIRIT CK PORTFOLIO I LLC	0.49
216	035-4-482-00-0	1731 Walton Way	Augusta, GA 30904	\$249,223	Commercial Lots	Good	SPARKLE EXPRESS REAL ESTATE LLC	0.3
217	035-4-483-00-0	1729 Walton Way	Augusta, GA 30904	\$99,811	Commercial Lots	Good	BOWEN GEORGE L	0.15
218	035-4-484-00-0	1725 Walton Way	Augusta, GA 30904	\$261,851	Commercial Lots	Good	BOWEN CHARLES W III	0.37
219	035-4-485-00-0	1717 Walton Way	Augusta, GA 30904	\$882,434	Commercial Lots	Good	BOWEN CHARLES W III	0.71
220	035-4-486-01-0	1713 Walton Way	Augusta, GA 30904	\$628,998	Commercial Lots	Good	OSBON JULIAN W FAMILY PARTNERSHIP LLLP	0.58
221	035-4-486-02-0	1705 Walton Way	Augusta, GA 30904	\$162,387	Commercial Lots	Good	OSBON PROPERTIES LLC	0.43
222	035-4-487-00-0	1702 Jenkins St	Augusta, GA 30904	\$169,049	Commercial Lots	Good	CHIU YUEN TING	0.18
223	035-4-497-00-0	1734 Jenkins St	Augusta, GA 30904	\$31,826	Commercial Lots	Good	TANKSLEY TARA M	0.15
224	035-4-501-00-0	1631 Walton Way	Augusta, GA 30904	\$368,000	Commercial Lots	Good	SHEEHAN JAMES F ROFS	1.06
225	035-4-501-00-1	1631 Walton Way	Augusta, GA 30904	\$383,260	Commercial Lots	Good	SOUTHERN RESTAURANT HOSPITALITY GROUP L	0
226	035-4-504-00-0	1617 Walton Way	Augusta, GA 30904	\$339,481	Commercial Lots	Good	JRS PROPERTIES LLC	0.35
227	035-4-505-00-0	721 Bohler Ave	AUGUSTA, GA 30904	\$97,901	Commercial Lots	Good	BURCH JANET HODGES	0.13
228	035-4-508-00-0	1627 Walton Way	Augusta, GA 30904	\$498,331	Commercial Lots	Good	WAFFLE HOUSE INC	0.8
229	035-4-516-00-0	712 Bohler Ave	Augusta, GA 30904	\$67,466	Commercial Lots	Poor	SECURITY FEDERAL BANK	0.32
230	035-4-517-00-0	1607 Walton Way	Augusta, GA 30904	\$1,829,748	Commercial Small Tracts	Good	SECURITY FEDERAL BANK	1.93
231	035-4-520-00-0	723 Moore Ave	Augusta, GA 30904	\$30,731	Commercial Lots	Good	SECURITY FEDERAL BANK	0.08

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
232	035-4-538-00-0	1571 Walton Way	Augusta, GA 30904	\$211,812	Commercial Lots	Good	AANS INVESTMENTS LLC	0.27
233	035-4-539-00-0	1569 Walton Way	Augusta, GA 30904	\$211,892	Commercial Lots	Good	CUNNINGHAM CASH E	0.12
234	035-4-540-00-0	1565 Walton Way	Augusta, GA 30904	\$31,863	Commercial Lots	Good	CUNNINGHAM CASH EVAN	0.11
235	035-4-541-00-0	1555 Walton Way	Augusta, GA 30904	\$347,631	Commercial Lots	Good	PREFERRED PREMIUM PROPERTIES LLC	0.52
236	035-4-564-00-0	1537 Walton Way	Augusta, GA 30904	\$14,222,488	Commercial Small Tracts	Good	HTA - AUGUSTA SS HOSPITAL LLC	3.11
237	036-1-003-00-0	25 Kendrick Pl	Augusta, GA 30904	\$35,700	Commercial Lots	Fair	AUGUSTA CYBERWORKS 2 LLC	3.57
238	036-1-015-00-0	1623 Broad St	Augusta, GA 30904	\$105,903	Industrial Lots	Good	MAYO PLACE PROPERTIES LLC	0.23
239	036-1-020-00-0	130 King Mill St	Augusta, GA 30904	\$5,267	Residential Lots	Poor	MOORE INEZ ESTATE OF	0.09
240	036-1-021-00-0	1617 Broad St	Augusta, GA 30904	\$57,735	Industrial Lots	Good	NIEDERHOFER DENNIS M	0.29
241	036-1-022-00-0	1611 Broad St	Augusta, GA 30904	\$4,531	Commercial Lots	Good	NIEDERHOFER DENNIS M	0.08
242	036-1-023-00-0	1589 Broad St	Augusta, GA 30904	\$3,606,648	Industrial Small Tracts	Good	AREC 9 LLC	3.13
243	036-1-025-00-0	1530 River Watch Pkwy	Augusta, GA 30904	\$1	Utility - operating utility	Good	CSX TRANSPORTATION INC	2.72
244	036-1-026-00-0	1571 Broad St	Augusta, GA 30904	\$1,003,745	Commercial Lots	Good	DOZIER FAMILY LIMITED PARTNERSHIP	2.35
245	036-1-029-00-0	1557 Broad St	Augusta, GA 30904	\$95,808	Industrial Lots	Good	DOZIER FAMILY LIMITED PARTNERSHIP	0.68
246	036-1-032-00-0	1515 Broad St	Augusta, GA 30904	\$711,656	Commercial Small Tracts	Good	SS REALTY LP	2.37
247	036-1-034-00-0	1501 Broad St	Augusta, GA 30904	\$53,181	Commercial Lots	Good	1501 BROAD ST LLC	0.16
248	036-1-035-00-0	121 Fifteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	1.59
249	036-1-037-00-0	1471 Reynolds St	Augusta, GA 30904	\$109,908	Commercial Small Tracts	Good	MUD HOLDINGS LLC	0.61
250	036-1-037-01-0	1499 Reynolds St	Augusta, GA 30904	\$23,238	Commercial Small Tracts	Fair	FOX RICHARD SCHURMAN LIVING TRUST	0.16
251	036-1-040-00-0	1465 Reynolds St	Augusta, GA 30904	\$203,595	Commercial Lots	Good	3730 TROTTER LLC	0.42
252	036-1-046-00-0	1477 Jones St	Augusta, GA 30904	\$9,584	Commercial Lots	Fair	MORRIS JOHN E JR	0.11
253	036-1-049-00-0	1471 Jones St	Augusta, GA 30904	\$13,940	Commercial Lots	Fair	MORRIS BILLY L	0.16
254	036-1-051-00-0	1463 Jones St	Augusta, GA 30904	\$157,949	Commercial Lots	Good	MORRIS BILLY L	0.33
255	036-1-053-00-0	1453 Jones St	Augusta, GA 30904	\$7,840	Commercial Lots	Good	LANDRUM PETER	0.09
256	036-1-055-00-0	1440 Reynolds St	Augusta, GA 30904	\$268,530	Commercial Lots	Good	LANDRUM PETER D	0.78
257	036-1-057-00-0	1452 Reynolds St	Augusta, GA 30904	\$7,840	Commercial Lots	Fair	LANDRUM PETER	0.09
258	036-1-058-00-0	1456 Reynolds St	Augusta, GA 30904	\$3,720	Residential Lots	Fair	BROWN TERESA MARION	0.04
259	036-1-059-00-0	1458 Reynolds St	Augusta, GA 30904	\$34,433	Commercial Lots	Fair	MORRIS BILLY L	0.13
260	036-1-060-00-0	1460 Reynolds St	Augusta, GA 30904	\$6,970	Commercial Lots	Fair	MORRIS BILLY L	0.08
261	036-1-061-00-0	1464 Reynolds St	Augusta, GA 30904	\$16,560	Commercial Lots	Fair	MORRIS JOHN E JR	0.95
262	036-1-066-01-0	1488 Reynolds St	Augusta, GA 30904	\$783,898	Commercial Lots	Good	NGGS I LP	0.39
263	036-1-068-01-0	1496 Jones St	Augusta, GA 30904	\$228,792	Commercial Lots	Good	UKYR LLC	0.54
264	036-1-071-00-0	1477 Broad St	Augusta, GA 30904	\$14,810	Commercial Lots	Good	L&H PARTNERS OF AUGUSTA LLC	0.17
265	036-1-073-00-0	1467 Broad St	Augusta, GA 30904	\$216,732	Commercial Lots	Good	L&H PARTNERS OF AUGUSTA LLC	0.34
266	036-1-075-00-0	1463 Broad St	Augusta, GA 30904	\$91,375	Commercial Lots	Good	GISELE REAL ESTATE INC	0.34
267	036-1-076-00-0	1459 Broad St	Augusta, GA 30904	\$6,970	Commercial Lots	Fair	REDMOND RANDALL L	0.08
268	036-1-078-00-0	1454 Jones St	Augusta, GA 30904	\$120,091	Commercial Lots	Fair	ANDREWS GINGER B	0.08
269	036-1-086-00-0	1456 Jones St	Augusta, GA 30904	\$29,300	Commercial Lots	Fair	REDMOND RANDALL L	0.08
270	036-1-087-00-0	1458 Jones St	Augusta, GA 30904	\$26,472	Commercial Lots	Fair	REDMOND RANDALL L	0.08
271	036-1-091-00-0	1668 Broad St	Augusta, GA 30904	\$88,200	Commercial Lots	Poor	KAMATH LLC	0.25
272	036-1-102-00-0	1568 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	2.06
273	036-1-103-00-0	1590 Broad St	Augusta, GA 30904	\$87,487	Residential Lots	Good	WEINTRAUB MICHAEL	0.13
274	036-1-104-00-0	1596 Broad St	Augusta, GA 30904	\$70,437	Residential Lots	Good	JONES KATHRYN R	0.13
275	036-1-105-00-0	1602 Broad St	Augusta, GA 30904	\$75,220	Residential Lots	Good	PARSONS PENSOLA	0.13
276	036-1-106-00-0	1606 Broad St	Augusta, GA 30904	\$74,420	Residential Lots	Good	WRIGHT WILLIAM	0.12
277	036-1-107-00-0	1612 Broad St	Augusta, GA 30904	\$83,232	Residential Lots	Good	EISELE KYLE WILLIAM	0.11

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
278	036-1-108-00-0	1616 Broad St	Augusta, GA 30904	\$6,300	Residential Lots	Fair	AUGUSTA CAPITAL LLC	0.1
279	036-1-109-00-0	1620 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.1
280	036-1-110-00-0	1624 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.5
281	036-1-111-00-0	1626 Broad St	Augusta, GA 30904	\$50,390	Residential Lots	Fair	KENNEDY LEVI	0.23
282	036-1-112-00-0	1628 Broad St	Augusta, GA 30904	\$115,290	Residential Lots	Good	WILLIAMS PHILLIP A	0.22
283	036-1-113-00-0	1632 Broad St	Augusta, GA 30904	\$14,345	Residential Lots	Poor	TURN BACK THE BLOCK INCORPORATED	0.31
284	036-1-114-00-0	1634 Broad St	Augusta, GA 30904	\$8,396	Residential Lots	Poor	ORTIZ VALERIE	0.16
285	036-1-115-00-0	1638 Broad St	Augusta, GA 30904	\$37,617	Residential Lots	Poor	INFORMED CONSUMER NETWORKS LLC	0.18
286	036-1-122-00-0	1642 Broad St	Augusta, GA 30904	\$100,800	Commercial Lots	Poor	COLLECTIVE PROPERTIES LLC	0.19
287	036-1-123-00-0	1652 Broad St	Augusta, GA 30904	\$113,400	Commercial Lots	Poor	POWELL JIMMIE L	0.15
288	036-1-124-00-0	1660 Broad St	Augusta, GA 30904	\$118,428	Residential Lots	Fair	KAMATH LLC	0.11
289	036-1-129-00-0	1566 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.6
290	036-1-132-00-0	1502 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.03
291	036-1-133-00-0	1514 Broad St	Augusta, GA 30904	\$17,424	Commercial Lots	Fair	TLC PROPERTIES INC	0.2
292	036-1-140-00-0	1522 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.32
293	036-1-141-00-0	1546 Broad St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	0.12
294	036-1-142-00-0	1548 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.37
295	036-1-150-00-0	1494 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.12
296	036-1-150-01-0	210 A Fifteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.01
297	036-1-170-00-0	1451 Broad St	Augusta, GA 30904	\$126,653	Commercial Lots	Good	ANDREWS PEGGY O	0.69
298	036-1-172-00-0	1693 Broad St	Augusta, GA 30904	\$402,016	Commercial Small Tracts	Poor	AUGUSTA CYBERWORKS 2 LLC	3.38
299	036-1-173-00-0	1661 Broad St	Augusta, GA 30904	\$1,335,390	Industrial Small Tracts	Poor	AUGUSTA CYBERWORKS 2 LLC	8.52
300	036-2-004-00-0	1441 Reynolds St	Augusta, GA 30904	\$248,770	Commercial Lots	Good	HOLLINS CHARLES A	1.09
301	036-2-005-00-0	1437 Reynolds St	Augusta, GA 30904	\$239,499	Commercial Lots	Good	QUERY CHARLES THOMAS	0.81
302	036-2-006-00-0	1401 Reynolds St	Augusta, GA 30904	\$216,216	Commercial Lots	Good	REYNOLDS HOLDING COMPANY LLC	0.85
303	036-2-009-00-0	1369 Reynolds St	Augusta, GA 30904	\$301,549	Commercial Lots	Good	1369 REYNOLDS STREET HOLDINGS LLC	1.01
304	036-2-010-00-0	1355 Reynolds St	Augusta, GA 30904	\$224,342	Commercial Lots	Good	JJMM LLC	0.95
305	036-2-012-00-0	1337 Reynolds St	Augusta, GA 30904	\$260,927	Commercial Lots	Good	PHILLIPS MICHAEL	0.5
306	036-2-013-00-0	1331 Reynolds St	Augusta, GA 30904	\$91,325	Commercial Lots	Good	JACKSON SENIOR LLC	0.29
307	036-2-015-02-0	1312 Market St	Augusta, GA 30904	\$50,530	Commercial Lots	Fair	JACKSON WILLIAM S JR	0.58
308	036-2-017-00-0	1326 Market St	Augusta, GA 30904	\$196,688	Commercial Lots	Good	JACKSON SENIOR LLC	0.4
309	036-2-018-00-0	1330 Market St	Augusta, GA 30904	\$9,600	Residential Lots	Good	JACKSON WILLIAM S JR	0.11
310	036-2-019-00-0	1334 Market St	Augusta, GA 30904	\$16,566	Residential Lots	Fair	JACKSON WILLIAM S JR	0.12
311	036-2-020-00-0	1338 Market St	Augusta, GA 30904	\$9,856	Residential Lots	Poor	JACKSON SENIOR LLC	0.11
312	036-2-021-00-0	1340 Market St	Augusta, GA 30904	\$36,048	Commercial Lots	Poor	PHILLIPS MICHAEL	0.28
313	036-2-025-00-0	1434 Reynolds St	Augusta, GA 30904	\$48,000	Commercial Lots	Good	GARDEN CITY REAL ESTATE LLC	0.17
314	036-2-026-00-0	1432 Reynolds St	Augusta, GA 30904	\$150,400	Commercial Lots	Good	WILLIAMS MARGARET DALE	0.39
315	036-2-030-00-0	1415 Jones St	Augusta, GA 30904	\$144,684	Exempt - Churches	Good	JERUSALEM MISSIONARY BAPTIST CHURCH INC	0.2
316	036-2-031-00-0	1406 Reynolds St	Augusta, GA 30904	\$244,170	Commercial Lots	Good	JHI4 LLC	0.78
317	036-2-032-00-0	1403 Jones St	Augusta, GA 30904	\$7,088	Commercial Lots	Good	JHI4 LLC	0.1
318	036-2-033-00-0	1401 Jones St	Augusta, GA 30904	\$5,864	Commercial Lots	Good	JHI4 LLC	0.1
319	036-2-039-00-0	1375 Jones St	Augusta, GA 30904	\$48,315	Commercial Lots	Good	GRAYBEAL RHONDA S ESTATE OF	0.27
320	036-2-041-00-0	1437 Broad St	Augusta, GA 30904	\$240,076	Commercial Lots	Good	J-MAR BROAD STREET INVESTMENTS LLC	0.69
321	036-3-003-00-0	1427 Broad St	Augusta, GA 30904	\$55,760	Commercial Lots	Good	J-MAR BROAD STREET INVESTMENTS LLC	0.64
322	036-3-006-00-0	1486 Broad St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.07
323	036-3-007-00-0	1484 Broad St	Augusta, GA 30904	\$11,391	Commercial Lots	Fair	1484 LLC	0.05

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
324	036-3-008-00-0	1482 Broad St	Augusta, GA 30904	\$15,814	Residential Lots	Fair	SHACKLEFORD BRENDA B	0.03
325	036-3-009-00-0	1474 Broad St	Augusta, GA 30904	\$5,228	Commercial Lots	Fair	SHACKLEFORD BRENDA B	0.06
326	036-3-010-00-0	1472 Broad St	Augusta, GA 30904	\$13,479	Commercial Lots	Fair	SHACKLEFORD BRENDA B	0.06
327	036-3-011-00-0	1460 Broad St	Augusta, GA 30904	\$28,572	Commercial Lots	Fair	SHACKLEFORD BRENDA B	0.19
328	036-3-012-00-0	1456 Broad St	Augusta, GA 30904	\$9,800	Commercial Lots	Fair	KENDRICK STEPHEN JR	0.09
329	036-3-013-00-0	1450 Broad St	Augusta, GA 30904	\$9,856	Residential Lots	Fair	KENDRICK ASSET GROUP LLC	0.11
330	036-3-014-00-0	1442 Broad St	Augusta, GA 30904	\$32,234	Commercial Lots	Fair	KENDRICK ASSET GROUP LLC	0.37
331	036-3-018-00-0	209 Fifteenth St	Augusta, GA 30904	\$238,012	Commercial Lots	Good	WSR INVESTMENTS LLC	0.72
332	036-3-019-00-0	210 Fifteenth St	Augusta, GA 30904	\$4,574	Commercial Lots	Fair	SD TIC PROPERTIES LLC	0.07
333	036-3-020-00-0	214 Fifteenth St	Augusta, GA 30904	\$6,560	Residential Lots	Fair	SD TIC PROPERTIES LLC	0.08
334	036-3-021-00-0	218 Fifteenth St	Augusta, GA 30904	\$6,534	Commercial Lots	Good	SD TIC PROPERTIES LLC	0.1
335	036-3-022-00-0	1499 Ellis St	Augusta, GA 30904	\$175,510	Commercial Lots	Good	SD TIC PROPERTIES LLC	0.09
336	036-3-023-00-0	1497 Ellis St	Augusta, GA 30904	\$42,717	Commercial Lots	Good	SD TIC PROPERTIES LLC	0.11
337	036-3-033-00-0	211 Fifteenth St	Augusta, GA 30904	\$28,097	Commercial Lots	Good	WSR INVESTMENTS LLC	0.43
338	036-3-034-00-0	1496 Ellis St	Augusta, GA 30904	\$56,193	Commercial Lots	Fair	CHATTOOGA PARTNERS LLLP	0.86
339	036-3-034-02-0	1490 Ellis St	Augusta, GA 30904	\$470,241	Commercial Lots	Good	ALLTEL COMMUNICATIONS INC	0.86
340	036-3-034-03-0	1473 Greene St	Augusta, GA 30904	\$45,528	Commercial Lots	Good	CHATTOOGA PARTNERS LLLP	0.7
341	036-3-034-04-0	1453 Greene St	Augusta, GA 30904	\$408,868	Commercial Lots	Good	GREENE AT 15TH PARK LLC	0.86
342	036-3-035-00-0	1445 Greene St	Augusta, GA 30904	\$267,645	Commercial Lots	Fair	PITTS WILLIAM C	0.64
343	036-3-037-00-0	1439 Greene St	Augusta, GA 30904	\$247,189	Commercial Lots	Good	MORETZ JOHN D	0.98
344	036-3-092-00-0	1498 Greene St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.13
345	036-3-101-04-0	1450 Greene St	Augusta, GA 30904	\$10,673,467	Commercial Small Tracts	Good	ENTERPRISE MILL LLC	9.66
346	036-3-101-05-0	460 Saint Sebastian Way	Augusta, GA 30904	\$138,086	Commercial Lots	Good	AUGUSTA CAPITAL LLC	1.43
347	036-3-103-00-0	440 Saint Sebastian Way	Augusta, GA 30904	\$35,937	Exempt - Charities	Fair	SALVATION ARMY	0.55
348	036-3-171-00-0	545 Fifteenth St	Augusta, GA 30904	\$60,984	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.35
349	036-3-172-00-0	535 Fifteenth St	Augusta, GA 30904	\$310,148	Commercial Lots	Good	RESURGENS PROPERTIES LLC	1.78
350	036-3-173-00-0	525 Fifteenth St	Augusta, GA 30904	\$813,162	Commercial Small Tracts	Good	RESURGENS PROPERTIES LLC	8.06
351	036-3-194-00-0	624 Chafee Ave	Augusta, GA 30904	\$294,638	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	1.17
352	036-3-197-00-0	1543 Fenwick St	Augusta, GA 30904	\$11,440	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.26
353	036-3-198-00-0	1541 Fenwick St	Augusta, GA 30904	\$11,325	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.26
354	036-3-202-00-0	617 Fifteenth St	Augusta, GA 30904	\$231,769	Commercial Lots	Good	NEWTON EMILY B	0.46
355	036-3-204-00-0	613 Fifteenth St	Augusta, GA 30904	\$440,079	Commercial Lots	Good	SRJ VENTURES INC	0.83
356	036-3-205-00-0	611 Fifteenth St	Augusta, GA 30904	\$187,995	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	0.29
357	036-3-206-00-0	607 Fifteenth St	Augusta, GA 30904	\$47,044	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	0.27
358	036-3-207-01-0	605 Fifteenth St	Augusta, GA 30904	\$74,678	Commercial Lots	Fair	RESURGENS PROPERTIES LLC	0.4
359	036-3-210-00-0	1516 Wall St	Augusta, GA 30904	\$96,395	Commercial Lots	Good	RESURGENS PROPERTIES LLC	1.48
360	036-3-212-01-0	1455 Walton Way	Augusta, GA 30904	\$210,755	Commercial Small Tracts	Good	RESURGENS PROPERTIES LLC	2.73
361	036-3-212-02-0	518 Fifteenth St	Augusta, GA 30904	\$79,358	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	0.87
362	036-3-212-03-0	601 Old Bailie St	Augusta, GA 30904	\$396,701	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	1.22
363	036-3-213-01-0	524 Fifteenth St	Augusta, GA 30904	\$869,569	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	2.58
364	036-3-213-02-0	1499 Walton Way	Augusta, GA 30904	\$4,194,492	Exempt - Schools	Good	BOARD OF REGENTS OF THE UNIVERSITY	7.96
365	036-3-214-00-0	720 Saint Sebastian Way	Augusta, GA 30904	\$575,958	Commercial Lots	Good	SUTHERLAND MILL LLC	0.1
366	036-3-214-00-1	720 Saint Sebastian Way	Augusta, GA 30904	\$15	Commercial Lots	Good	SUTHERLAND MILL LLC	2.52
367	036-3-214-01-0	720 Saint Sebastian Way Ste 120	Augusta, GA 30904	\$1,295,806	Commercial Lots	Good	AYF LLC	0.22
368	036-3-214-02-0	720 Saint Sebastian Way Ste 160	Augusta, GA 30904	\$695,124	Commercial Lots	Good	GARDEN CITY HOLDINGS LLC	0.11
369	036-3-214-03-0	720 Saint Sebastian Way Ste 150	Augusta, GA 30904	\$909,234	Commercial Lots	Good	MCG FOUNDATION INC	0.14

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1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
370	036-3-216-00-0	1546 Fenwick St	Augusta, GA 30904	\$7,980	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.12
371	036-3-219-00-0	1531 Walton Way	Augusta, GA 30904	\$262,208	Commercial Lots	Good	WALTON WAY SBX LLC	0.73
372	036-3-233-01-0	1505 Walton Way	Augusta, GA 30904	\$1,426,301	Commercial Lots	Good	MIDTOWN NATIONAL GROUP LP	1.36
373	036-3-234-00-0	1534 Fenwick St	Augusta, GA 30904	\$8,760	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.13
374	036-3-235-00-0	1538 Fenwick St	Augusta, GA 30904	\$16,989	Commercial Lots	Good	RESURGENS PROPERTIES LLC	0.26
375	036-3-237-00-0	1542 Fenwick St	Augusta, GA 30904	\$6,014	Residential Lots	Good	RESURGENS PROPERTIES LLC	0.13
376	036-3-238-00-0	1544 Fenwick St	Augusta, GA 30904	\$5,952	Residential Lots	Good	RESURGENS PROPERTIES LLC	0.12
377	036-3-239-00-0	1525 Wall St	Augusta, GA 30904	\$37,462	Commercial Small Tracts	Good	MCGF CENTRAL SQUARE LLC	0.43
378	036-3-240-00-0	1545 Wall St	Augusta, GA 30904	\$7,840	Commercial Lots	Good	MCGF CENTRAL SQUARE LLC	0.09
379	036-3-241-00-0	1461 Ellis St	Augusta, GA 30904	\$508,209	Commercial Lots	Fair	OSBON JULIAN W FAMILY PARTNERSHIP LLLP	1.62
380	036-3-242-00-0	1509 Walton Way	Augusta, GA 30904	\$310,833	Commercial Lots	Good	TROTTER DEVELOPMENT LLC	0.27
381	036-3-244-00-0	609 Old Bailie St	Augusta, GA 30904	\$76,448	Commercial Lots	Good	RESURGENS PROPERTIES LLC	1.17
382	036-3-245-00-0	720 Saint Sebastian Way Ste 201	Augusta, GA 30904	\$2,187,147	Commercial Lots	Good	CANAL MEDICAL PROPERTIES LLC	0.32
383	036-3-246-00-0	720 Saint Sebastian Way Ste 100	Augusta, GA 30904	\$315,705	Commercial Lots	Good	FLYWHEEL LLC	0.06
384	036-3-247-00-0	720 Saint Sebastian Way	Augusta, GA 30904	\$149,427	Commercial Lots	Good	CANAL MEDICAL PROPERTIES LLC	0.03
385	036-3-248-00-0	408 Fifteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	1.46
386	036-4-002-00-0	1327 Reynolds St	Augusta, GA 30904	\$12,781	Commercial Lots	Good	JACKSON SENIOR LLC	0.11
387	036-4-003-00-0	1325 Reynolds St	Augusta, GA 30904	\$23,786	Commercial Lots	Good	JACKSON SENIOR LLC	0.1
388	036-4-004-00-0	1311 Reynolds St	Augusta, GA 30904	\$5,228	Commercial Lots	Fair	WSJ 1311 LLC	0.06
389	036-4-005-00-0	35 Thirteenth St	Augusta, GA 30904	\$37,496	Commercial Lots	Fair	WSJ 1311 LLC	0.17
390	036-4-038-00-0	1343 Jones St	Augusta, GA 30904	\$31,906	Commercial Lots	Fair	JKSK INVESTMENTS	0.1
391	036-4-044-00-0	1331 Jones St	Augusta, GA 30904	\$56,429	Commercial Lots	Fair	JKSK INVESTMENTS	0.16
392	036-4-046-00-0	101 Thirteenth St	Augusta, GA 30904	\$102,148	Commercial Lots	Good	OMAK LLC	0.06
393	036-4-047-01-0	1307 Jones St	Augusta, GA 30904	\$432,912	Commercial Lots	Good	OMAK LLC	0.43
394	036-4-048-01-0	1326 Reynolds St	Augusta, GA 30904	\$506,167	Commercial Lots	Good	WEINSTEIN JACK W	1.04
395	036-4-049-00-0	1346 Reynolds St	Augusta, GA 30904	\$66,154	Commercial Lots	Good	JKSK INVESTMENTS	0.39
396	036-4-050-00-0	1348 Reynolds St	Augusta, GA 30904	\$318,463	Commercial Lots	Fair	STAFFORD JILL F REV TR	0.74
397	036-4-104-00-0	1409 Broad St	Augusta, GA 30904	\$82,603	Residential Lots	Fair	ADDERSON LORETTA S	0.1
398	036-4-105-00-0	1407 Broad St	Augusta, GA 30904	\$132,693	Residential Lots	Fair	KEY JAMES RAY SR	0.1
399	036-4-106-00-0	1405 Broad St	Augusta, GA 30904	\$9,972	Commercial Lots	Good	JKSK INVESTMENTS	0.1
400	036-4-107-00-0	1403 Broad St	Augusta, GA 30904	\$8,712	Commercial Lots	Good	JKSK INVESTMENTS	0.1
401	036-4-108-00-0	1401 Broad St	Augusta, GA 30904	\$8,712	Commercial Lots	Good	BOARDMAN ALONZO P JR ITEM V TRUST 1% INT	0.1
402	036-4-109-00-0	201 Fourteenth St	Augusta, GA 30904	\$20,800	Commercial Lots	Poor	MAGNOLIA LLC	0.08
403	036-4-110-00-0	1406 Jones St	Augusta, GA 30904	\$5,310	Residential Lots	Poor	CHRISTIAN LEE P	0.06
404	036-4-111-00-0	1408 Jones St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.05
405	036-4-112-00-0	1410 Jones St	Augusta, GA 30904	\$29,620	Commercial Lots	Fair	WEEKS ASHLEY	0.34
406	036-4-113-00-0	1371 Broad St	Augusta, GA 30904	\$67,783	Commercial Lots	Good	BOARDMAN ALONZO P JR ITEM V TRUST 1% INT	0.2
407	036-4-114-00-0	1369 Broad St	Augusta, GA 30904	\$21,939	Commercial Lots	Good	BOARDMAN ALONZO P JR ITEM V TRUST 1% INT	0.19
408	036-4-115-00-0	1365 Broad St	Augusta, GA 30904	\$15,682	Commercial Lots	Good	JKSK INVESTMENTS	0.18
409	036-4-116-00-0	1361 Broad St	Augusta, GA 30904	\$69,607	Commercial Lots	Good	THE KENDRICK GROUP LLC	0.17
410	036-4-117-00-0	1359 Broad St	Augusta, GA 30904	\$19,160	Commercial Lots	Good	MCCRACKEN JAMES STEVEN	0.17
411	036-4-118-00-0	1355 Broad St	Augusta, GA 30904	\$17,469	Commercial Lots	Good	JKSK INVESTMENTS	0.14
412	036-4-119-00-0	1349 Broad St	Augusta, GA 30904	\$27,042	Commercial Lots	Good	JKSK INVESTMENTS	0.25
413	036-4-120-00-0	1343 Broad St	Augusta, GA 30904	\$116,563	Commercial Lots	Good	JKSK INVESTMENTS	0.25
414	036-4-121-00-0	1341 Broad St	Augusta, GA 30904	\$85,421	Commercial Lots	Good	JKSK INVESTMENTS	0.3
415	036-4-122-00-0	1333 Broad St	Augusta, GA 30904	\$114,387	Commercial Lots	Good	JKSK INVESTMENTS	0.41

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
416	036-4-123-00-0	1331 Broad St	Augusta, GA 30904	\$35,213	Commercial Lots	Good	JKSK INVESTMENTS	0.27
417	036-4-125-00-0	1323 Broad St	Augusta, GA 30904	\$86,603	Commercial Lots	Good	JKSK INVESTMENT CO	0.19
418	036-4-129-01-0	1301 Broad St	Augusta, GA 30904	\$937,752	Commercial Lots	Good	AUGUSTA LUNG REAL ESTATE PARTNERS LLP	1.02
419	036-4-168-00-0	1424 Broad St	Augusta, GA 30904	\$250,002	Commercial Lots	Good	JKSK INVESTMENTS	0.68
420	036-4-169-00-0	1402 Broad St	Augusta, GA 30904	\$258,497	Commercial Lots	Good	JKSK INVESTMENTS	0.98
421	036-4-183-00-0	1301 Ellis St	Augusta, GA 30904	\$16,900	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.12
422	036-4-184-00-0	203 Thirteenth St	Augusta, GA 30904	\$75,586	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.08
423	036-4-185-00-0	1302 Broad St	Augusta, GA 30904	\$97,262	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.17
424	036-4-186-00-0	1308 Broad St	Augusta, GA 30904	\$14,903	Commercial Lots	Fair	OSBON PARKING LOT L L C	0.13
425	036-4-194-00-0	1348 Broad St	Augusta, GA 30904	\$12,078,919	Exempt - Churches	Good	BOARD OF TRUSTEES OF CURTIS BAPTIST CHUR	7.35
426	036-4-194-01-0	1331 Greene St	Augusta, GA 30904	\$19,277	Commercial Lots	Good	KNOX FOUNDATION THE	0.18
427	036-4-252-00-0	1435 Greene St	Augusta, GA 30904	\$115,691	Industrial Lots	Fair	CAVE PROPERTIES LLC	0.28
428	036-4-253-00-0	1433 Greene St	Augusta, GA 30904	\$124,130	Commercial Lots	Fair	JERS LLC	0.19
429	036-4-254-00-0	1431 Greene St	Augusta, GA 30904	\$174,057	Commercial Lots	Good	JERS LLC	0.45
430	036-4-254-01-0	1403 Greene St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.93
431	036-4-261-00-0	1327 Greene St	Augusta, GA 30904	\$19,613	Commercial Lots	Good	KNOX FOUNDATION THE	0.17
432	036-4-263-00-0	1301 Greene St	Augusta, GA 30904	\$3,257,152	Exempt - Charities	Good	KNOX FOUNDATION THE	1.66
433	036-4-263-01-0	1325 Greene St	Augusta, GA 30904	\$680,827	Commercial Lots	Good	KNOX FOUNDATION THE	0.13
434	036-4-335-00-0	1384 Greene St	Augusta, GA 30904	\$1,302,249	Exempt - Charities	Good	SALVATION ARMY	1.73
435	036-4-335-01-0	1313 Walker St	Augusta, GA 30904	\$10	Commercial Lots	Fair	SUTHERLAND MILL CONDOMINIUM ASSOC INC	0.16
436	036-4-338-00-0	515 Thirteenth St	Augusta, GA 30904	\$8,703	Exempt - Hospitals	Good	GA REHABILITATION INST	0.09
437	036-4-339-00-0	513 Thirteenth St	Augusta, GA 30904	\$8,775	Exempt - Hospitals	Good	GA REHABILITATION INST	0.09
438	036-4-340-00-0	505 Thirteenth St	Augusta, GA 30904	\$14,092,726	Commercial Small Tracts	Good	DXE 505 13TH STREET LLC	4.2
439	036-4-341-00-0	503 Thirteenth St	Augusta, GA 30904	\$12,410	Commercial Lots	Good	DXE 505 13TH STREET MM LLC	0.22
440	036-4-349-00-0	1309 Walker St	Augusta, GA 30904	\$1	Utility - operating utility	Fair	CSX TRANSPORTATION INC	0.83
441	036-4-349-01-0	1330 Greene St	Augusta, GA 30904	\$74,487	Commercial Lots	Fair	SIG COX INC	1.14
442	036-4-349-02-0	1374 Greene St	Augusta, GA 30904	\$41,817	Exempt - Charities	Fair	SALVATION ARMY	0.64
443	036-4-349-03-0	1311 Walker St	Augusta, GA 30904	\$382,241	Commercial Lots	Fair	CONTAINER CORPORATION OF	2.03
444	036-4-350-00-0	1255 Telfair St	Augusta, GA 30904	\$111,476	Commercial Lots	Good	PLUMBERS AND STEAMFITTERS LOCAL UNION	0.99
445	036-4-356-00-0	1245 Telfair St	Augusta, GA 30904	\$73,541	Commercial Lots	Good	AUGUSTA JOINT APPRENTICESHIP AND JORNEY	0.27
446	036-4-358-00-0	1205 Telfair St	Augusta, GA 30904	\$184,581	Commercial Lots	Good	TELFAIR PROPERTIES LLC	0.46
447	036-4-363-00-0	1206 Greene St	Augusta, GA 30904	\$169,621	Commercial Lots	Fair	THREE MESA GROUP LLC	0.42
448	036-4-364-00-0	1220 Greene St	Augusta, GA 30904	\$153,830	Commercial Lots	Good	HDN PROPERTIES LLC	0.6
449	036-4-368-01-0	1211 Telfair St	Augusta, GA 30904	\$1,331,940	Exempt - Schools	Good	PLUMBERS & STEAMFITTERS LOCAL UNION	1.6
450	036-4-388-00-0	1370 Reynolds St	Augusta, GA 30904	\$370,658	Commercial Lots	Good	HORTWISE COMMERCIAL PROPERTIES LLC	0.74
451	046-1-005-00-0	1355 Independence Dr	Augusta, GA 30904	\$2,828,224	Commercial Small Tracts	Good	HEALTHSOUTH WALTON REHAB HOSPITAL LLC	4.34
452	046-1-005-00-1	1355 Independence Dr	Augusta, GA 30904	\$6,912,170	Exempt - other	Good	DEVELOPMENT AUTHORITY OF RICHMOND CO	4.34
453	046-1-009-00-0	1324 Independence Dr	Augusta, GA 30904	\$28,290	Commercial Lots	Good	HEALTHSOUTH WALTON REHAB HOSPITAL LLC	0.66
454	046-1-009-00-1	1324 Independence Dr	Augusta, GA 30904	\$138,125	Exempt - other	Good	DEVELOPMENT AUTHORITY OF RICHMOND CO	0.66
455	046-1-010-02-0	1399 Walton Way	Augusta, GA 30904	\$12,800,000	Commercial Small Tracts	Good	AUGUSTA APARTMENTS LLC	2.53
456	046-1-010-03-0	1351 Walton Way	Augusta, GA 30904	\$191,664	Exempt - Schools	Good	RCBOE LAUGHTON B EVANS	0.8
457	046-1-059-00-0	1457 Walton Way	Augusta, GA 30904	\$603,243	Commercial Lots	Good	THREEONE ACQUISITIONS LLC	0.92
458	046-1-060-00-0	1439 Walton Way	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA GEORGIA	0.47
459	046-1-064-00-0	1425 Walton Way	Augusta, GA 30904		Exempt - Public Property	Good	A-RC HOUSING AUTHORITY	3.69
460	046-1-065-00-0	1435 Walton Way	Augusta, GA 30904		Exempt - Public Property	Good	A-RC HOUSING AUTHORITY	1.38
461	046-2-003-00-0	419 Twelfth St	Augusta, GA 30904	\$41,082	Commercial Lots	Good	SMITH JOSEPH E	0.27

	A	B	C	D	E	F	G	H
1	Parcel Number	Address	City State Zip	Current Value	Property Use	Property Condition	Owner	Total Acres
462	046-2-045-00-0	527 Thirteenth St	Augusta, GA 30904	\$126,451	Commercial Lots	Good	JORDAN SUSAN H	0.12
463	046-2-046-00-0	521 Thirteenth St	Augusta, GA 30904	\$94,955	Exempt - Charities	Good	GA REHABILITATION INST	0.08
464	046-2-047-00-0	519 Thirteenth St	Augusta, GA 30904	\$19,908	Exempt - Hospitals	Good	GA REHABILITATION INST	0.07
465	046-2-048-00-0	508 Thirteenth St	Augusta, GA 30904	\$148,477	Exempt - Schools	Good	COUNTY BOARD OF EDUCATION OF RICHMOND CO	0.82
466	046-2-051-00-0	1202 Telfair St	Augusta, GA 30904	\$58,894	Exempt - Schools	Fair	COUNTY BOARD OF EDUCATION OF RICHMOND CO	0.51
467	046-2-086-00-0	1310 A Walker St	Augusta, GA 30904	\$14,114	Commercial Lots	Fair	AMERICAN CONCRETE INC	0.18
468	046-2-087-00-0	1310 Walker St	Augusta, GA 30904	\$232,846	Commercial Lots	Fair	AMERICAN CONCRETE INC	0.98
469	046-2-090-00-0	610 Thirteenth St	Augusta, GA 30904	\$647,994	Exempt - Hospitals	Good	A-RC HOSPITAL AUTHORITY	1.01
470	046-2-092-00-0	615 Twelfth St	Augusta, GA 30904	\$10,856,978	Exempt - Schools	Good	RICHMOND COUNTY PUBLIC FACILITIES INC	6.61
471	046-2-092-01-0	617 Twelfth St	Augusta, GA 30904		Exempt - Public Property	Good	AUGUSTA	1.87
472	046-2-110-00-0	1320 Independence Dr	Augusta, GA 30904	\$405,499	Exempt - Charities	Fair	DAUGHTERS OF AMER REV	0.63
473	046-2-112-01-0	639 Thirteenth St	Augusta, GA 30904	\$96,690	Commercial Lots	Good	HEALTHSOUTH WALTON REHAB HOSPITAL LLC	2.13
474	046-2-112-01-1	639 Thirteenth St	Augusta, GA 30904	\$459,433	Exempt - other	Good	DEVELOPMENT AUTHORITY OF RICHMOND CO	2.13
475	046-2-113-00-0	630 Thirteenth St	Augusta, GA 30904	\$3,179,817	Commercial Lots	Good	WP I - AUGUSTA, LLC	1.59
476	046-2-114-00-0	1235 Fenwick St	Augusta, GA 30904	\$192,832	Commercial Lots	Poor	IVEY ROBERT M	1.51
477	046-2-114-01-0	621 Twelfth St	Augusta, GA 30904	\$210,038	Commercial Lots	Fair	WILKAT LLC	1.46
478	046-2-116-00-0	641 Thirteenth St	Augusta, GA 30904		Exempt - Public Property	Fair	AUGUSTA	0.38
479	046-2-118-00-0	702 Thirteenth St	Augusta, GA 30904	\$285,098	Commercial Lots	Fair	FIRST CITIZENS BANK AND TRUST COMPANY IN	1.19
480	046-2-119-00-0	1235 Walton Way	Augusta, GA 30904	\$72,855	Commercial Lots	Good	HOLDEN JOHN W JR	0.21
481	046-2-120-02-0	1225 Walton Way	Augusta, GA 30904	\$1,525,702	Commercial Small Tracts	Good	MCG HEALTH INC	3
482	046-2-121-00-0	1238 Fenwick St	Augusta, GA 30904	\$111,188	Commercial Lots	Poor	MORETZ JOHN D	0.19



Public Services Committee

May 9, 2023

FY 2023 Metropolitan Planning Organization Annual Complete Streets Funding Contract

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve and execute the FY 2023 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Service Committee Meeting

Meeting Date: May 9, 2023: 1:00 PM

Motion to approve and execute the FY 2023 Metropolitan Planning Organization (MPO) Annual Complete Streets Funding Contract from the Georgia Department of Transportation (GDOT).

Department:	Planning and Development
Presenter:	Carla Delaney or Department Designee
Caption:	FY 2023 Metropolitan Transportation Planning Services Complete Streets Annual Contract
Background:	Starting in FY 2023, GDOT will annually present the MPO with a planning contract that allows for up to an 80% reimbursement of specific costs associated with examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. At this time a 20% local match is required.
Analysis:	For FY 2024, the GDOT contract allows for reimbursement of up to \$14,324.44 on specific transportation planning activities based on the annual Unified Planning Work Program (UPWP).
Financial Impact:	The \$14,324.44 is a grant that requires a local match of up to \$2,864.89. The cash match was not included in the original 2023 budget as this is a new annual planning grant. Planning and Development have identified the required 20% match (\$2,864.89) funding source in the 5212999 Other Professional Services object code.
Alternatives:	No reimbursement for Complete Streets -related activities
Recommendation:	Approve and execute the contract from GDOT for Complete Streets funds during FY 2023.
Funds are available in the following accounts:	The local match was approved by the administrator's office on March 21, 2023. Will budget in org key 220016309

REVIEWED AND
APPROVED BY:

N/A

Item 5.

**METROPOLITAN TRANSPORTATION PLANNING (MPO)
SERVICES CONTRACT
- 2023**

**AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS)
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG)**

**PLANNING (PL) FUNDS
FISCAL YEAR (FY) 2023
COMPLETE STREETS**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205
FEDERAL-AID PARTICIPATING PROJECT
PI Number 0019299-PLN**

Federal Share 80%	\$11,459.55
<u>Local Match Share 20%</u>	<u>\$2,864.89</u>
Total Contract Cost	\$14,324.44

Agreement By and Between the
GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW
ATLANTA, GEORGIA 30308
and the
AUGUSTA REGIONAL TRANSPORTATION STUDY

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **AUGUSTA REGIONAL TRANSPORTATION STUDY**, 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 authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **Exhibit D, "Complete Streets, Fiscal Year 2023"** (hereinafter referred to as the "PROJECT").

NOW THEREFORE, for and in consideration of the mutual promises, covenants and contracts contained herein, and other good and valuable consideration as set out hereinafter, 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 the Scope of Work, which is affixed to this Agreement under the label of **Exhibit D**, entitled “**Complete Streets, Fiscal Year 2023**”, the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D**, “**Complete Streets, Fiscal Year 2023**”.

The DESIGNATED AGENCY shall perform the PROJECT activities, 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 **Exhibit D**, “**Complete Streets, Fiscal Year 2023**”.

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 for 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 DESIGNATED AGENCY shall initiate the work called for in the Scope of Work on July 1, 2022. The work outlined therein shall be completed no later than June 30, 2023. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, “Schedule”**, attached hereto and incorporated by reference.

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

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost, as shown in **Exhibit E, Exhibit E, “Funding Source by Task, Federal Fiscal Year 2023”**, attached hereto and incorporated herein by reference, for completion of the PROJECT is **Fourteen Thousand Three Hundred and Twenty-Four Dollars and Forty-Four Cents (\$14,324.44)**. 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 **Eleven Thousand Four Hundred and Fifty-Nine Dollars and Fifty-Five Cents (\$11,459.55)**. However, if the sum total of the allowable cost for the PROJECT is 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 maximum Federal Share of **\$11,459.55**. 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.

2. The DESIGNATED AGENCY shall be obligated to pay twenty percent (20%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to **Two Thousand Eight Hundred and Sixty-Four Dollars and Eighty-Nine Cents (\$2,864.89)**. However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 20% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (**\$2,864.89**).

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided in **Exhibit E, “Funding Source by Task, Federal Fiscal Year 2023”**, and subject to the maximum limitation prescribed in Subsection A of 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 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 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. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of 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 C.F.R. § 200 (“Uniform Grant Guidance”) and is specifically detailed in **Exhibit D, “Complete Streets,**

Fiscal Year 2023", and **Exhibit E, "Funding Source by Task, Federal Fiscal Year 2023"**, of this Agreement. If at anytime during the duration of the useful life of the PROJECT's data processing equipment 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 in the budget estimate in **Exhibit E, "Funding Source by Task, Federal Fiscal Year 2023"**, 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 the budget estimate in **Exhibit E, "Funding Source by Task, Federal Fiscal Year 2023"**, 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 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of **23.92%** 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 overhead rate of **86.36%** of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY’S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or 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, 2 CFR Part 200. The DESIGNATED AGENCY shall ensure 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 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 the 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

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 PL Funds (FY 2023)

parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the term, or changes in 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, but no later than forty-five (45) days after the end of each quarter, 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 satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) 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 percent (100%) 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 this Agreement. The DESIGNATED AGENCY 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.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

ARTICLE XIV

PUBLISHED REPORTS

It is agreed that 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 DEPARTMENT.

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 reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

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, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

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 the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.
- B. It is further agreed that the DESIGNATED AGENCY shall comply with 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. Part 200 as stated in **Appendix A, “Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **Appendix D, “Georgia Security and Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. 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

AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE XX

INSURANCE

The DESIGNATED AGENCY shall provide insurance under this Agreement as follows:

1. It is understood that the DESIGNATED AGENCY (*complete the applicable statement*):
 - ☐ shall, obtain coverage from DESIGNATED AGENCY's private insurance company or cause DESIGNATED AGENCY'S consultant/contractor to obtain coverage.
 - OR
 - ☐ is self-insured.

Prior to beginning the work, DESIGNATED AGENCY shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XX (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

- a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- b) Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- A. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- B. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- C. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
- D. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the

State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the DESIGNATED AGENCY and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

In Process

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

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

Augusta Regional Transportation Study

Commissioner

Executive Director

ATTEST:

IN THE PRESENCE OF:

Treasurer

Witness

Signed, Sealed and Delivered

This ____ day of ____, ____
in the presence of:

NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the 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 A CERTIFICATION OF DESIGNATED AGENCY

I hereby certify that I am the _____ and duly authorized representative of the **Augusta Regional Transportation Study**, whose address is **535 Telfair Street, Augusta, Suite 300, GA 30901**, and that neither I nor the entity I here 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 of Authorized Representative

Type or Print Name

EXHIBIT B
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 **Augusta Regional Transportation Study** in **Exhibit A**, 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

EXHIBIT C
Federal Award Identification
Required Elements

In Process

Federal Award Identification:

1. Sub-recipient Name: **AUGUSTA REGIONAL TRANSPORTATION STUDY**
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 CFR § 200.32): **073438418**
3. Federal Award Identification Number: **0019299**
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): **06/28/2022**
5. Sub-award Period of Performance start and end date: **July 1st, 2022 - June 30th, 2023**
6. Amount of federal funds obligated by this action: **\$11,459.55**
7. Total amount of the federal funds obligated to sub-recipient: **\$11,459.55**
8. Total Amount of the federal award: **\$11,459.55**
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): **Complete Streets for Augusta Regional Transportation Study - FY 2023**
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100., Atlanta, GA 30303
11. CFDA Number and Name: **20.205**
12. Is this a Research and Development Project? **NO**
13. Indirect cost rate if used (2C.F.R. § 200.414): **86.36%**

EXHIBIT D

Complete Streets Fiscal Year 2023

In Process

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

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

Previous Work:

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

FY 2023 Work Activities and Schedule:

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

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

EXHIBIT E

BUDGET ESTIMATE

FISCAL YEAR 2023

In Process

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

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

Previous Work:

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

FY 2023 Work Activities and Schedule:

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

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

EXHIBIT F

SCHEDULE

FISCAL YEAR 2023

In Process

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

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

Previous Work:

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

FY 2023 Work Activities and Schedule:

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

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

**APPENDIX A
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 B**CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The **AUGUSTA REGIONAL TRANSPORTATION STUDY**, 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 REGIONAL TRANSPORTATION STUDY 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

Executive Director

Date

APPENDIX C

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **AUGUSTA REGIONAL TRANSPORTATION STUDY**, whose address **535 TELFAIR STREET, SUITE 300, 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 REGIONAL TRANSPORTATION STUDY** 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

Executive Director

APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: AUGUSTA REGIONAL TRANSPORTATION STUDY

Contract No. and Name: 0019299-PLN IGDPL2300140

ARTS Y410 Contract FY 2023

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 _____, 20__

[NOTARY SEAL]

PI 0019299-PLN
Augusta Regional Transportation Study
PL Funds (FY 2023)

Page 27 of 28
Revised 6/7/2019

Notary Public

My Commission Expires: _____

In Process

Certificate Of Completion

Envelope Id: 0531704A4A204C678DF0DA258AD39FDC

Status: Sent

Subject: 48400-415-IGDPL2300140/AUGUSTA-RICHMOND COUNTY GOVERNMENT

Source Envelope:

Document Pages: 31

Signatures: 0

Certificate Pages: 5

Initials: 0

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Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

GDOT DocuSign Admin

600 W Peachtree St, NW

Atlanta, GA 30308

gdot_contracts@dot.ga.gov

IP Address: 143.100.53.12

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Pool: StateLocal

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Pool: Georgia Department of Transportation

Location: DocuSign

Signer Events**Signature****Timestamp**

Carla Delaney

cdelaney@augustaga.gov

Security Level: Email, Account Authentication
(None)

Sent: 3/20/2023 12:19:11 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2023 9:03:34 AM

ID: 96dec00b-9a41-4d92-a8e0-af8fa4016905

Garnett Johnson

garnett.johnson@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/17/2023 9:03:42 AM

ID: 9acd98ff-fcf3-423d-a1d6-4c793cc3c876

Wayne Brown

wbrown@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/11/2020 11:40:36 AM

ID: bd879155-e447-42c5-b34c-26fb352fec76

Lena Bonner

lbonner@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/16/2016 10:53:30 AM

ID: 8027d7e4-b0a6-4dc6-93d4-e93b5c5df8ee

Nancy Morawski

nmorawski@augustaga.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 11/20/2018 10:32:50 AM

ID: 3bdafb1a-2879-40b4-b135-31cdc86d7de5

Signer Events**Signature****Timestamp**

Item 5.

Russell R McMurry

catscommissioner@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 12:44:29 PM

ID: 300af4e1-68da-47c5-887e-c649aaedd680

Angela O. Whitworth

catstreasurerattest@dot.ga.gov

Security Level: In Session

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Mariah Harris

mharris2@augustaga.gov

Security Level: Email, Account Authentication
(None)**VIEWED**

Sent: 2/20/2023 1:33:53 PM

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Electronic Record and Signature Disclosure:

Accepted: 3/20/2023 12:19:10 PM

ID: dd5c1039-7779-405b-ac37-4bdf4f8a5535

Carbon Copy Events**Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
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- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

AUGUSTA, GEORGIA
New Grant Proposal/Application

Item 5.

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000436 PLANNING FY 2023 COMPLETE STREETS GRANT (STBG)

This is a new continuing grant to be used to focus on examining policies, regulations, and multimodal safety improvement strategies that help to integrate complete street elements into the planning and design of future roadway safety improvement projects in the ARTS planning area. The goal is to promote the practice of complete street elements in the design, construction, and operation of safe roads to increase safety and accessible options for travelers of all ages and abilities who use the street network in the ARTS MPO area. The Bipartisan Infrastructure Law (BIL) requires each MPO to use at least 2.5% of its PL funds (and each State to use 2.5% of its State Planning and Research funding under 23 U.S.C. 505) on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities. [§ 11206(b)].

Cash match (Y/N): Yes 20%. The cash match was not included in the original 2023 budget as this is a new annual planning grant. Planning and Development have identified the required 20% match (\$2,864.89) funding source in the 5212999 Other Professional Services object code.

EEO required (Y/N): No EEO Department Notified: No

Start Date: 04/01/2023

End Date: 06/30/2023

Submit Date: 03/20/2023

Department: 074

Planning and Zoning

Cash Match?

Y

Total Budgeted Amount: 14,324.44

Total Funding Agency:

11,459.55

Total Cash Match:

2,864.89

Sponsor: GM0013

US DOT

Sponsor Type: PT

Pass thru Federal

Purpose: 24

ARTS -MPO

Flow Thru ID:

Type	ID	Name	Contacts	Phone
I	GMI023	Harris, Mariah		(706)821-1810

Type	By	Date
FA	C. DELANEY	03/21/2023

Approvals

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

User: MH91649 - Mariah Harris

Page

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1

Current Date: 03/20/2023

Current Time: 17:38:11

98



Unified Planning Work Program

FY 2023

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



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

Adopted March 3, 2022
Amended June 9, 2022

TASK 4.6 - COMPLETE STREETS

Purpose: To incorporate complete street planning activities into the ARTS transportation planning process.

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

Previous Work:

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

FY 2023 Work Activities and Schedule:

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

Work Schedule: July 1, 2022 –June 30, 2023

FUNDING SOURCE	APDD	TOTALS
FHWA (GA SA PL Y410 Funding)	\$11,459.55	\$11,459.55
APDD (GA PL Match)	\$2,864.89	\$2,864.89
TOTAL	\$14,324.44	\$14,324.44

FY 2023 UPWP BUDGET

Figure 3 - FY 2023 UPWP Budget

FIGURE 3 ARTS FY 2023 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 06/09/2022	AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT							AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		TOTAL
	FHWA GA PL	APDD MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 FUNDS	SEC 5303 GA STATE MATCH	SEC 5303 APDD MATCH	FHWA SC PL	ACPDD MATCH	FTA SEC 5303 SC PL	SEC 5303 LSCOG MATCH	FHWA SC PL	NAPDD MATCH	
1.1 Program Coordination/Administration	\$52,000.00	\$13,000.00	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$45,000.00	\$11,250.00	\$ -	\$ -	\$ -	\$ -	\$128,750.00
1.2 Training/Employee Education	\$32,000.00	\$8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$6,000.00	\$1,500.00	\$ -	\$ -	\$ -	\$ -	\$47,500.00
1.3 UPWP	\$18,400.00	\$4,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$ -	\$26,500.00
Subtotal: Program Administration	\$102,400.00	\$25,600.00	\$6,800.00	\$1,700.00	\$ -	\$ -	\$ -	\$53,000.00	\$13,250.00	\$ -	\$ -	\$ -	\$ -	\$202,750.00
2.1 Community Outreach / Education	\$26,400.00	\$6,600.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$41,750.00
Subtotal: Public Involvement	\$26,400.00	\$6,600.00	\$2,000.00	\$500.00	\$ -	\$ -	\$ -	\$5,000.00	\$1,250.00	\$ -	\$ -	\$ -	\$ -	\$41,750.00
3.1 Environmental Justice & Socioeconomic Data	\$16,000.00	\$4,000.00	\$1,200.00	\$300.00	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$24,500.00
3.2 Land Use Monitoring	\$14,400.00	\$3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$24,500.00
3.3 Transportation Surveys, Models & Analysis	\$17,600.00	\$4,400.00	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$25,500.00
3.4 Environmental Justice / Title VI	\$16,000.00	\$4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,400.00	\$600.00	\$ -	\$ -	\$ -	\$ -	\$23,000.00
3.5 GIS Development & Applications	\$28,000.00	\$7,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$85,000.00
Subtotal: Data Collection/ Analysis	\$92,000.00	\$23,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$52,400.00	\$13,100.00	\$ -	\$ -	\$ -	\$ -	\$182,500.00
4.1 Metropolitan Transportation Plan	\$14,400.00	\$3,600.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$4,800.00	\$1,200.00	\$ -	\$ -	\$ -	\$ -	\$25,000.00
4.2 Congestion Management	\$16,000.00	\$4,000.00	\$800.00	\$200.00	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$25,000.00
4.3 Intermodal Planning	\$44,358.82	\$11,089.70	\$400.00	\$100.00	\$ -	\$ -	\$ -	\$3,200.00	\$800.00	\$ -	\$ -	\$ -	\$ -	\$59,948.52
4.4 Air Quality Issues	\$18,400.00	\$4,600.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$ -	\$29,500.00
4.5 Bike and Pedestrian Plan Update	\$40,000.00	\$10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$50,000.00
4.6 Complete Streets	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
Subtotal: Transportation System Planning	\$133,158.82	\$33,289.70	\$3,600.00	\$900.00	\$ -	\$ -	\$ -	\$14,800.00	\$3,700.00	\$ -	\$ -	\$ -	\$ -	\$189,448.52
4.7.1 Georgia Avenue Traffic Calming and Pedestrian Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$50,000.00
4.7.2 North Augusta Unified Transportation Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00
4.7.3 Transportation Hub Accessibility and Land Travel Patterns	\$36,000.00	\$9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$45,000.00
4.7.4 US1 Corridor Pedestrian Fatalities Analysis	\$36,000.00	\$9,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$45,000.00
4.7.5 Bettis Academy Road Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00
4.7.6 Whiskey Road Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$100,000.00	\$25,000.00	\$ -	\$ -	\$ -	\$ -	\$125,000.00
4.7.7 Aiken County Urbanized Area Bicycle Pedestrian Plan Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$160,000.00	\$40,000.00	\$ -	\$ -	\$ -	\$ -	\$200,000.00
4.7.8 Five Notch Corridor Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$100,000.00
4.7.9 US 278/5th Street Intersection and Gateway Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$10,000.00	\$50,000.00
4.7.10 US 278/Martintown Road/Buena Vista Boulevard Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$40,000.00	\$40,000.00	\$80,000.00
4.7.11 SC 118 Intersection Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$80,000.00	\$20,000.00	\$ -	\$ -	\$ -	\$ -	\$100,000.00
Subtotal: Special Transportation Studies	\$72,000.00	\$18,000.00	\$0.00	\$0.00	\$ -	\$ -	\$ -	\$500,000.00	\$125,000.00	\$ -	\$ -	\$280,000.00	\$100,000.00	\$1,095,000.00
5.1 Program Support and Administration	\$ -	\$ -	\$ -	\$ -	\$33,089.00	\$4,136.13	\$4,136.13	\$ -	\$ -	\$26,040.00	\$6,510.00	\$ -	\$ -	\$73,911.25
5.2 Long-Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$48,800.00	\$6,100.00	\$6,100.00	\$ -	\$ -	\$2,000.00	\$500.00	\$ -	\$ -	\$63,500.00
5.3 Short -Range Transportation Planning	\$ -	\$ -	\$ -	\$ -	\$36,000.00	\$4,500.00	\$4,500.00	\$ -	\$ -	\$15,960.00	\$3,990.00	\$ -	\$ -	\$64,950.00
5.4 Transportation Improvement Program	\$ -	\$ -	\$ -	\$ -	\$33,600.00	\$4,200.00	\$4,200.00	\$ -	\$ -	\$4,000.00	\$1,000.00	\$ -	\$ -	\$47,000.00
Subtotal: Public Transit/Paratransit	\$ -	\$ -	\$ -	\$ -	\$151,489.00	\$18,936.13	\$18,936.13	\$ -	\$ -	\$48,000.00	\$12,000.00	\$ -	\$ -	\$249,361.25
6.1 Performance Based Planning	\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$37,000.00
Subtotal: Performance Based Planning	\$20,000.00	\$5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$9,600.00	\$2,400.00	\$ -	\$ -	\$ -	\$ -	\$37,000.00
7.1 Transportation Improvement Program	\$16,000.00	\$4,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,500.00
Subtotal: Transportation Improvement Program	\$16,000.00	\$4,000.00	\$1,600.00	\$400.00	\$ -	\$ -	\$ -	\$5,200.00	\$1,300.00	\$ -	\$ -	\$ -	\$ -	\$28,500.00
SUBTOTAL: FY 2023 MPO PL & Local Match	\$461,958.82	\$115,489.70	\$15,600.00	\$3,900.00	\$151,489.00	\$18,936.13	\$18,936.13	\$640,000.00	\$160,000.00	\$48,000.00	\$12,000.00	\$280,000.00	\$100,000.00	\$2,026,309.77
4.3 GAMPO 2022 Freight Plan Update (Pending Gampo Approval)	\$240,000.00	\$60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$300,000.00
4.5 GAMPO PL 0018099-PLN 2022 Bike and Pedestrian Plan	\$240,000.00	\$60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$300,000.00
4.6 Y410 FUNDING - Complete Streets Funding (Pending Supplemental Agreement)	\$11,459.55	\$2,864.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$14,324.44
SUBTOTAL: FY 2023 GAMPO PL & Local Match	\$491,459.55	\$122,864.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$614,324.44
GRAND TOTAL: FY 2023 MPO PL & Local Match w/ FY 2023 GAMPO PL & Local Match	\$953,418.37	\$238,354.59	\$15,600.00	\$3,900.00	\$151,489.00	\$18,936.13	\$18,936.13	\$640,000.00	\$160,000.00	\$48,000.00	\$12,000.00	\$280,000.00	\$100,000.00	\$4,211,934.21



Public Services Committee Meeting

Meeting Date: May 9, 2023

Runway 17/35 – Cleaning, Painting and Reflective Beads

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve HI-LITE Airfield Services quote in the amount \$149,760.50 for hydro-blasting and repainting all Runway 17/35 Markings at Augusta Regional Airport. Approved by the Augusta Aviation Commission on April 27, 2023.
Background:	<p>Approximately every five (5) years cleaning, painting, and centerline reflective beading are integral part of the runway & taxiway pavement maintenance program. In addition, the standards associated with Airfield Maintenance having a scheduled program is part of the Airport's Federal Aviation Administration (FAA) Part 139 (Safety) standards and requirements. The Augusta Regional Airport is scheduled for its next FAA Certification Inspection in August 2023.</p> <p>The scope of this work for Runway 17/35 includes mobilization, hydro cleaning and repainting approximately 159,561 square feet of runway concrete surface.</p>
Analysis:	<p>In years past, there were three (3) reputable companies that Airport Maintenance used that specialized in Runway(s)/Taxiway(s)/Airfield Markings. These included Remac Inc, HI-LITE Airfield Services and Peek Pavement Markings. Several years ago Peek Pavement Markings announced that Airfield Pavement services were no longer available.</p> <p>The Airport solicited quotes from both Remac Inc, and HI-LITE Airfield services. Remac Inc is unable to provide the services needed due to staffing issues. As a result, we recommend HI-LITE Airfield Services.</p>
Financial Impact:	This project will be funded with Airport Maintenance funds/budget.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	551081113-5319160
<u>REVIEWED AND APPROVED BY:</u>	N/A



Proposal

Attn:
Project County: Richmond
City/State: Augusta, GA

Bid Date: 04/17/23
Proposal #: 22-17035-P-REV 1
Project Reference: Rubber Removal, Clean & Repaint RWY 17-35
Completion Date: 07/14/23
Phone:
Fax:

Item#	Description	Qty	Unit	\$ / Unit	Price
1	Mobilization	1	Ea	\$ 6,500.00	\$ 6,500.00
2	Rubber Removal	12,610	SF	\$ 0.15	\$ 1,891.50
3	Pavement Marking Cleaning	145,610	SF	\$ 0.15	\$ 21,841.50
4	White Pavement Marking w/type III reflective media	127,320	SF	\$ 0.75	\$ 95,490.00
5	Yellow Pavement Marking w/type III reflective media	690	SF	\$ 2.00	\$ 1,380.00
6	Black Pavement Markings	30,210	SF	\$ 0.75	\$ 22,657.50
Total:					\$ 149,760.50

Project Description:
 Augusta Regional Airport
 Rubber Removal, Clean, and Restripe Runway 17-35

Remarks:
 Airport to Provide Maintenance and Protection of Traffic
 Airport to Provide Adequate On-Site Water Supply
 Airport to Provide Disposal of Solid and Liquid Waste
 *** Price Is Based on Per Unit Quantity ***
 **** Georgia Contractor License No: GCCO005203 ****
 **** Payment/Performance Bonds are NOT Included ****

Note: This Quote/Proposal is Only Valid in its Entirety And Prices Are Valid for (120) Days. If you need further information please contact: Edward Dingley, Southeast Estimator, (315) 583-6111 x709 or edward.dingley@hl-lite.com.

HI-LITE AIRFIELD SERVICES, LLC
 PO Box 597
 20128 NYS Route 12F
 Watertown, NY 13601
 (315) 583-6111
 www.hi-lite.com

LEASE NO. GS-04P-LGA02308On-Airport Lease
GSA TEMPLATE L201D (OCT 2022)

A. This Lease is made and entered into between

Augusta-Richmond County

(Lessor), whose principal place of business is 1501 Aviation Way Augusta, Ga. 30906- 9620, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1501 Aviation Way Augusta, Ga. 30906-9620

and more fully described in Section 1 and Exhibit **A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:**FOR THE GOVERNMENT:**

Name: _____

Title: _____

Entity: _____

Date: _____

Name: _____

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: _____

WITNESSED FOR THE LESSOR BY:

Name: _____

Title: _____

Date: _____

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (OCT 2022)

The Premises are described as follows:

A. Office and Related Space: **1,753** rentable square feet (RSF), yielding **1,753** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1st** floor(s) and known as Suite(s), of the building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.0** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **0** parking spaces as depicted on the plan attached hereto as Exhibit, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2022)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$71,873.00	\$41.00	\$71,873.00	\$41.00
Operating Costs	\$8,765.00	\$5.00	\$8,765.00	\$5.00
Full-Service Rate	\$80,638.00	\$46.00	\$80,638.00	\$46.00

B. The Lessor has offered that after initial installation of new flooring in year 1, new flooring will not be required during the remainder of the lease, or if so, it will be at the expense of the Agency.

C. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **1,753** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"
- All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
- Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **90** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016)

This Lease may be renewed at the option of the Government for a term of **0 YEARS** at the following rental rate(s):

	OPTION TERM, YEARS NA	
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$NA	\$NA
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least **NA** days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

Termination rights outlined "Termination Rights" paragraph apply to all renewal terms.

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
GSA Form 3517B, General Clauses	21	B
Telecommunications and Video Surveillance Service or Equipment	4	C

1.07 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$5.00** per RSF.

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)

Lessor's Unique Entity Identifier

UEI: UWFUTLZND7Q6

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2022)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract shall mean this Lease.
- G. Contractor. Contractor shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the Lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Occupant Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Occupant Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Occupant Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-2017) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Occupant Area, which means "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply. References to ABOA mean ANSI/BOMA Occupant Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2021)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
 - 1. the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
 - 2. any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost-of-Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost-of-Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost-of-Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost-of-Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.05 RELOCATION RIGHTS (OCT 2021)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the .

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing

a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2022)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

II. Obtain and publicly disclose the building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

(i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and

(ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

(iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements: Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (FEB 2007)

The building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)**

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

<input checked="" type="checkbox"/> HEAT	<input checked="" type="checkbox"/> TRASH REMOVAL	<input checked="" type="checkbox"/> ELEVATOR SERVICE	<input checked="" type="checkbox"/> INITIAL REPLACEMENT	& <input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> ELECTRICITY	<input checked="" type="checkbox"/> CHILLED DRINKING WATER	<input checked="" type="checkbox"/> WINDOW WASHING	LAMPS, TUBES &	(Specify below)
<input checked="" type="checkbox"/> POWER (Special Equip.)	<input checked="" type="checkbox"/> AIR CONDITIONING	Frequency <u>Annually</u>	BALLASTS	
<input checked="" type="checkbox"/> WATER (Hot & Cold)	<input checked="" type="checkbox"/> RESTROOM SUPPLIES	<input checked="" type="checkbox"/> CARPET CLEANING	<input checked="" type="checkbox"/> PAINTING FREQUENCY	
			Space Every <u>five</u> years; touch-up paint as needed in high-traffic areas	
<input checked="" type="checkbox"/> SNOW REMOVAL	<input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP.	Frequency <u>Annually</u>	Public Areas	

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **7:00 AM to 5:30 PM**,

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at [HTTPS://WWW.ARCHIVES.GOV/FILES/CUI/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF](https://www.archives.gov/files/cui/20161206-CUI-MARKING-HANDBOOK-V1-1.PDF)) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
 - a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
 - b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.
2. Dissemination of CUI building information:
 - a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
 - b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
 - i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
 - ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.
4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.
5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.
6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.
7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.
8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities.
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2021)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below
2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008 or ANSI/IICRC S520-2015 Standard for Professional Mold Remediation), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.
3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

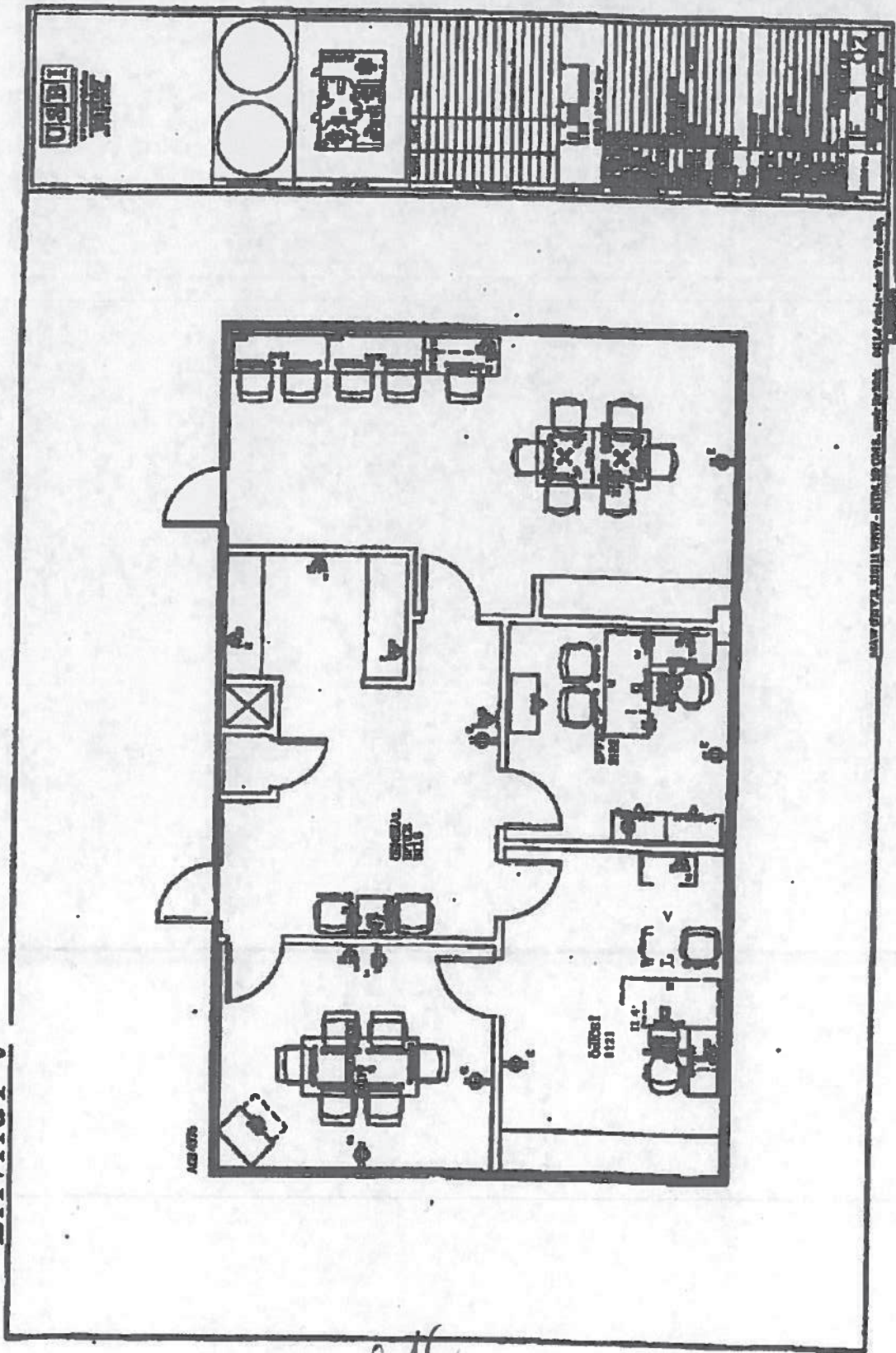
5.01 PROVISIONAL ACCEPTANCE (FEB 2021)

A. At a time of exceptional circumstance, i.e., pandemic, the Government may accept the Space on a provisional basis until such time that a re-inspection on-site can occur. In this instance and upon request from the LCO, the Lessor shall provide such documentation (e.g., picture(s), video(s) and/or a representative on-site for a live-stream or 'virtual' walkthrough) to confirm substantial completion. In such an instance the Government may withhold a percentage of lump sum Tenant Improvement payment as a reserve to ensure that all deficiencies and/or punch list item(s) will be addressed by the Lessor within the time frame established or until the Government can determine the space has been delivered in accordance with the Lease requirements, Design Intent Drawings and Construction Drawings.

B. At such time as a physical on-site inspection is deemed possible by the Government, the Government reserves the right to physically inspect the Space with an on-site representative to conduct a space measurement and to document any deficiencies and/or punch-list item(s) for the Lessor's correction.

C. Upon re-inspection and Government acceptance of any deficiencies and/or punch list item(s) documented per above, or in the instance of no such documented items, this provisional acceptance will be rendered non-provisional and fully accepted by the Government via subsequent Lease Amendment.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1	GSAR 552.270-5	SUBLETTING AND ASSIGNMENT (DEVIATION)
	2	GSAR 552.270-11	SUCCESSORS BOUND
	3	GSAR 552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	GSAR 552.270-24	STATEMENT OF LEASE
	5	GSAR 552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	GSAR 552.270-26	NO WAIVER
	7	GSAR 552.270-27	INTEGRATED AGREEMENT (DEVIATION)
	8	GSAR 552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9	GSAR 552.270-17	DELIVERY AND CONDITION (DEVIATION)
	10		DEFAULT BY LESSOR
	11	GSAR 552.270-19	PROGRESSIVE OCCUPANCY
	12	GSAR 552.270-6	MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)
	13	GSAR 552.270-7	FIRE AND CASUALTY DAMAGE (DEVIATION)
	14	GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (DEVIATION)
	15	GSAR 552.270-12	ALTERATIONS
	16	GSAR 552.270-29	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (DEVIATION)
PAYMENT	17	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	18	GSAR 552.270-31	PROMPT PAYMENT
	19	FAR 52.232-23	ASSIGNMENT OF CLAIMS
	20		PAYMENT
	21	FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	22	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	FAR 52.203-7	ANTI-KICKBACK PROCEDURES
	25	FAR 52.223-6	DRUG-FREE WORKPLACE
	26	FAR 52.203-14	DISPLAY OF HOTLINE POSTER(S)

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ADJUSTMENTS	27	GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	GSAR 552.270-13	PROPOSALS FOR ADJUSTMENT
	30	GSAR 552.270-14	CHANGES (DEVIATION)
AUDITS	31	GSAR 552.215-70	EXAMINATION OF RECORDS BY GSA
	32	FAR 52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	FAR 52.233-1	DISPUTES
LABOR STANDARDS	34	FAR 52.222-26	EQUAL OPPORTUNITY
	35	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	39	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	40	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	FAR 52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
CYBERSECURITY	46	FAR 52.204-2	SECURITY REQUIREMENTS
	47	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
	48	GSAR 552.204-9	PERSONAL IDENTITY VERIFICATION REQUIREMENTS
	49	FAR 52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

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OTHER	50	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
	51	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	52		INTENTIONALLY DELETED
	53	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. GSAR 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 2022) (DEVIATION)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of the Lessor, which shall not be unreasonably withheld.

2. GSAR 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. GSAR 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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4. GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. GSAR 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. GSAR 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

8. GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. GSAR 552.270-17 DELIVERY AND CONDITION (SEP 2022) (DEVIATION)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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- (b) The Government may elect to accept the space notwithstanding the Lessor's failure to deliver the space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

- (a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:
- (1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.
 - (2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.
 - (3) Grounds for Termination. The Government may terminate the Lease if:
 - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
 - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,
 and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.
 - (4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:
 - (i) Circumstances within the Lessor's control;
 - (ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;
 - (iii) The condition of the Property;
 - (iv) The acts or omissions of the Lessor, its employees, agents or contractors; or
 - (v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.
 - (5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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11. GSAR 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
 - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
 - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
 - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
 - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.

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- (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
- (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

15. GSAR 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. GSAR 552.270-29 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2022) (DEVIATION)

- (a) Ten (10) working days prior to the completion of the space, the Lessor shall issue written notice to the Government to schedule the inspection of the space for acceptance. The Government shall accept the space only if the construction of building shell and tenant improvements conforming to this lease and the approved design intent drawings (DIDs) is substantially complete, and a certificate of occupancy has been issued as set forth below.
- (b) The space shall be considered substantially complete only if the space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed tenant improvements to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other lease requirements.
- (c) The Lessor shall provide a valid certificate of occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue certificates of occupancy or if the certificate of occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the premises and building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the space without a certificate of occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this lease.

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17. FAR 52.204-13**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

This clause is incorporated by reference.

18. GSAR 552.270-31**PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Payment due date—

- (1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
- (2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) Invoice and inspection requirements for payments other than rent.

- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

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- (2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
- (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
- (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.
- (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

- (1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and
 - (iii) Lessor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

19. FAR 52.232-23

ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

- (a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or

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reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

20. PAYMENT (SEP 2022)

- (a) When space is offered and accepted, the amount of ABOA square footage delivered will be confirmed by:
 - (1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
 - (2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.
- (b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.
- (c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

21. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

22. FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

(Applicable to leases over \$6 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

23. GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

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- (b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- (1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- (2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- (3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

24. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)

(Applicable to leases over \$150,000 total contract value.)

This clause is incorporated by reference.

25. FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

26. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(Applicable to leases over \$6 Million total contract value.)

This clause is incorporated by reference.

27. GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—
- (1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;
- (2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or
- (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

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- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

28. FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$2,000,000.)

This clause is incorporated by reference.

29. GSAR 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

30. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

- (a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.
- (b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:
 - (1) An adjustment of the delivery date.
 - (2) An equitable adjustment in the rental rate.
 - (3) A lump sum equitable adjustment. or
 - (4) An adjustment of the operating cost base, if applicable.
- (c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.
- (d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

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31. GSAR 552.215-70 EXAMINATION OF RECORDS BY GSA (JUN 2016)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

32. FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

33. FAR 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

34. FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

This clause is incorporated by reference.

35. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

36. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

37. FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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38. FAR 52.222-36

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(Applicable to leases over \$15,000 total contract value.)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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39. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

40. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

(Applicable to leases over \$35,000 total contract value.)

This clause is incorporated by reference.

41. FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

(Applicable if over \$2,000,000 total contract value.)

This clause is incorporated by reference.

42. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

43. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) ALTERNATE III (JUN 2020)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

44. FAR 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(Applicable to leases over \$750,000 total contract value.)

This clause is incorporated by reference.

45. FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(Applicable if over \$30,000 total contract value.)

This clause is incorporated by reference.

46. FAR 52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(Applicable when the contract may require access to classified information.)

This clause is incorporated by reference.

47. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

This clause is incorporated by reference.

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48. GSAR 552.204-9

PERSONAL IDENTITY VERIFICATION REQUIREMENTS (JUL 2021)

This clause is incorporated by reference.

49. FAR 52.204-21
(NOV 2021)

BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
 - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

50. FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

This clause is incorporated by reference.

51. FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

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Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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(b) *Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
 - (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission

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of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

52. INTENTIONALLY DELETED

53. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

This clause is incorporated by reference.

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Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	<hr/> Signature	<hr/> Date



Public Services Committee Meeting

Meeting Date: May 9, 2023

Lease Agreement with Transportation Security Administration

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve the Lease Agreement with Transportation Security Administration (TSA) for Office and Training Space in the Augusta Regional Airport Terminal. Approved by the Augusta Aviation Commission on April 27, 2023.
Background:	The TSA entered into a lease agreement with the Airport in September 2008. The lease was a five (5) year term which expired in 2013. The Aviation Commission approved a subsequent lease with a new five (5) year term which included an automatic option to renew for a second five (5) year term. That agreement is nearing the expiration date. Staff has negotiated a new agreement with the same term – a five-year initial agreement with an automatic five-year renewal option.
Analysis:	The lease agreement is the standard General Services Administration (GSA) lease. The rental rate will increase by the annual Consumer Price Index (CPI) every year. Janitorial and other miscellaneous services were negotiated into the agreement at a rate of \$5.00 per square foot per year which will also be adjusted annually. Additionally, the TSA negotiated a cost to repaint and recarpet their office spaces at the start of each five-year term. They asked for the additional costs to be rolled into their terminal rental rate, which has caused their rental rate to be higher than the other Airport tenants.
Financial Impact:	This is a revenue agreement. The rental rate will increase from \$68,700 to \$71,873 per year with an additional \$8,765 for janitorial and miscellaneous services for a total of \$80,638 per year.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

CONTRACT CHANGE ORDER NO. 1

Item 8.

AIRPORT Augusta Regional Airport

Date March 30, 2023

LOCATION Augusta, GA

AIP No. 3-13-0011-054-2022

PROJECT Construct Hangar N1 Apron &
Taxilane – 0119700-202061.03

CONTRACTOR Independence
Excavating Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Quantity Adjustment Items – Base Bid						
C-102.1a	Base	Installation and Removal of Silt Fence or Silt Sock	LF	\$6.00	-574	(\$3,444.00)
C-102.1b	Base	Installation and Removal of Check Dam Hay Bale	EA	\$115.00	-24	(\$2,760.00)
P-101.2	Base	Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site	SY	\$25.00	1,221	\$30,525.00
P-152.2	Base	Subgrade Preparation	SY	\$3.00	-274	(\$822.00)
P-154.1	Base	Aggregate Base Course	CY	\$60.00	-301	(\$18,060.00)
P-304.1	Base	Cement Treated Base Course (8" Depth)	SY	\$45.00	-721	(\$32,445.00)
D-701.1	Base	14" X 23" Elliptical RCP Class IV Pipe	LF	\$400.00	1	\$400.00
L-108.1	Base	#8 AWG, 5kV Power Cable	LF	\$3.00	40	\$120.00
L-108.2	Base	Counterpoise Wire w/ Grounding Rods	LF	\$3.00	20	\$60.00
L-110.1	Base	2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank	LF	\$65.00	-28	(\$1,820.00)
L-110.2	Base	Electrical Conduit, 1W-2" PVC, Type II, Non-encased, Installed in Soil	LF	\$6.00	20	\$120.00
Extra Work – Base Bid						
L-125.4	CO 1	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2	EA	\$10,450	1	\$10,450.00
L-125.6	CO 1	Salvage (E) Guidance Sign and Remove PCC Foundation	EA	\$1,450.00	1	\$1,450.00
L-125.7	CO 1	Install Salvaged Guidance Sign on New PCC Foundation	EA	\$3,000.00	1	\$3,000.00
This Change Order Total						(\$13,226.00)
This Change Order Calendar Day Additions (Deletions)						0
Previous Change Order(s) Total						\$0.00
Previous Change Order(s) Calendar Day Additions (Deletions)						0
Original Contract Total						\$4,892,410.00
Original Contract Calendar Day Count Total						180
Revised Contract Total						\$4,879,184.00
Revised Contract Calendar Day Count Total						180

The time provided for completion in the contract is unchanged (~~decreased~~) (~~increased~~) by **0 calendar days**. This document shall become the First Amendment to the contract and all provisions of the contract will apply.

Recommended by: _____
Edwin J Scott, Jr., PE, Engineer (Mead & Hunt, Inc.)

Date

Approved by: _____

Dan Troutman, Chairman (Augusta Aviation Commission) **Date**

Accepted by: _____

Contractor (Independence Excavating Inc.) **Date**

AIP NO. 3-13-0011-054-2022 **CHANGE ORDER NO.** 1

AIRPORT	<u>Augusta Regional Airport (AGS)</u>	LOCATION	<u>Augusta, GA</u>
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1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

There are items included in the original bid that need to be adjusted in order to cover the quantities and revised unit cost shown on the construction plans to complete the approved project scope. These items include:

- **C-102.1a Installation and Removal of Silt Fence or Silt Sock – Base Bid:**
 - As-constructed quantity
- **C-102.1b Installation and Removal of Check Dam Hay Bale – Base Bid:**
 - As-constructed quantity
- **P-101.2 Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site – Base Bid:**
 - As-constructed quantity, Additional removal required within project limits.
- **P-152.2 Subgrade Preparation – Base Bid:**
 - As-constructed quantity
- **P-154.1 Aggregate Base Course – Base Bid:**
 - As-constructed quantity
- **P-304.1 Cement-Treated Base Course (8" Depth) – Base Bid:**
 - As-constructed quantity
- **D-701.1 14" X 23" Elliptical RCP Class IV Pipe – Base Bid:**
 - As-constructed quantity
- **L-108.1 #8 AWG, 5kV Power Cable – Base Bid:** Additional #8 power cable required to install additional taxiway guidance signs.
- **L-108.2 Counterpoise Wire w/ Grounding Rods – Base Bid:** Additional counterpoise required to install additional taxiway guidance signs.
- **L-110.1 2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank – Base Bid:**
 - As-constructed quantity
- **L-110.2 Electrical Conduit, 1W-2" PVC, Type II Electrical Duct Bank – Base Bid:** Additional conduit required to install additional taxiway guidance signs.

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **L-125.4 Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2:** New Taxiway Guidance/Destination sign to be installed at the intersection of new taxiway and Taxiway A directing traffic onto the new apron. This additional sign was requested by the FAA.
- **L-125.6 Salvage (E) Guidance Sign and Remove PCC Foundation:** The existing taxiway guidance sign cannot be reinstalled in the existing location and must be relocated. The existing PCC foundation must be removed.
- **L-125.7 Install Salvaged Guidance Sign on New PCC Foundation:** The existing taxiway guidance sign cannot be reinstalled in the existing location and must be relocated. This line item includes the relocating of the existing sign, new PCC foundation and reconnecting the sign to the Taxiway A circuit.

New Construction Specifications:

N/A

Revised Construction Specifications

N/A

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

C-102.1a Installation and Removal of Silt Fence or Silt Sock – The reduction of quantity in the base bid associated with the installation and removal of Silt fence is a result of the as performed quantities per the scope of work.

C-102.1b Installation and Removal of Check Dam Hay Bale – The reduction of quantity in the base bid associated with the installation and removal of check dams is a result of the as performed quantities per the scope of work.

P-101.2 Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site – The increase of quantity in the base bid associated with the removal of the existing Perimeter Service Road is a result of the as performed quantities per the scope of work.

P-152.2 Subgrade Preparation – The reduction of quantity in the base bid associated with subgrade preparation is a result of the as performed quantities per the scope of work.

P-154.1 Aggregate Base Course – The reduction of quantity in the base bid associated with the aggregate base course is a result of the as performed quantities per the scope of work.

P-304.1 Cement-Treated Base Course (8" Depth) – The reduction of quantity in the base bid associated with the cement-treated base course is a result of the as performed quantities per the scope of work.

D-701.1 14" X 23" Elliptical RCP Class IV Pipe – The increase of quantity in the base bid associated with the construction of the 14" X 23" Elliptical pipe is a result of the as performed quantities per the scope of work.

L-108.1 #8 AWG, 5kV Power Cable – The increase of quantity in the base bid associated with the 5kV Power cable is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron.

L-108.2 Counterpoise Wire w/ Grounding Rods – The increase of quantity in the base bid associated with the counterpoise is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron.

L-110.1 2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank - The reduction of quantity in the base bid associated with the 2-way concrete encased duct bank is a result of the as performed quantities per the scope of work.

L-110.2 Electrical Conduit, 1W-2" PVC, Type II Electrical Duct Bank - The increase of quantity in the base bid associated with the electrical conduit is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron.

L-125.4 Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2 – The addition of a new Taxiway Guidance Sign line item and quantity is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxilane. Per direction from FAA cert inspectors, an additional sign is necessary to direct traffic along and onto the new concrete apron. This new line item includes the manufacturing, mobilization, installation, and connection of the new APRON guidance sign. Due to long lead times and remobilization required by the contractor, the line item did increase in unit price compared to the as-bid amount.

L-125.6 Salvage (E) Guidance Sign and Remove PCC Foundation - The addition of a new Salvage existing Guidance sign and removal of the existing PCC foundation line item and quantity is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxiway. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. This new line item includes the salvaging of the existing sign, the removal of the existing foundation, and the removal of the existing cable and conduit from this pad.

L-125.7 Install Salvaged Guidance Sign on New PCC Foundation - The addition of the installation of a salvaged guidance sign and construction of new PCC foundation line item and quantity is due to the work associated with the relocation of the existing Taxiway Guidance sign and installation of a new Taxiway Guidance/Destination sign at the intersection of Taxiway A and the new taxiway. The existing taxiway guidance sign cannot be reinstalled at the existing location and must be relocated. This new line item includes the installation of the salvaged existing sign, the construction of a new PCC foundation, and the connection of the cable and conduit to the sign foundation and base can.

3. The Sponsor's share of this cost is available from:

NA

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☒ No ☐

When: 3/30/2023

With Whom: Mrs. Laura Breeding

Comment(s):

Augusta Regional Airport
Construct Hangar N1 Apron & Taxilane
AIP #: 3-13-0011-045-2020

Progress Payment Application: CCO #1
 For Period Ending: -

CCO No.	Spec.	Description	Unit of Issue	Quantity	Unit Price	Extended Price	Approved Quantity	Approved Amount	Quantity to Date	Amount to Date
1	C-102.1a	Installation and Removal of Silt Fence or Silt Sock	LF	(574)	\$ 6.00	\$ (3,444.00)				
1	C-102.1b	Installation and Removal of Check Dam Hay Bale	EA	(24)	\$ 115.00	\$ (2,760.00)				
1	P-101.2	Asphalt Concrete Pavement Removal, Perimeter Road Full Depth, Off Site	SY	1,221	\$ 25.00	\$ 30,525.00				
1	P-152.2	Subgrade Preparation	SY	(274)	\$ 3.00	\$ (822.00)				
1	P-154.1	Aggregate Base Course	CY	(301)	\$ 60.00	\$ (18,060.00)				
1	P-304.1	Cement-Treated Base Course (8" Depth)	SY	(721)	\$ 45.00	\$ (32,445.00)				
1	D-701.1	14" X 23" Elliptical RCP Class IV Pipe	LF	1	\$ 400.00	\$ 400.00				
1	L-108.1	#8 AWG, 5kV Power Cable	LF	40	\$ 3.00	\$ 120.00				
1	L-108.2	Counterpoise Wire w/ Grounding Rods	LF	20	\$ 3.00	\$ 60.00				
1	L-110.1	2-Way, 2-inch PVC, Concrete Encased Type II Electrical Duct Bank	LF	(28)	\$ 65.00	\$ (1,820.00)				
1	L-110.2	Electrical Conduit, 1W-2" PVC, Type II, Non-encased, Installed in Soil	LF	20	\$ 6.00	\$ 120.00				
1	L-125.4	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2	EA	1	\$ 10,450.00	\$ 10,450.00				
1	L-125.6	Salvage (E) Guidance Sign and Remove PCC Foundation	EA	1	\$ 1,450.00	\$ 1,450.00				
1	L-125.7	Install Salvaged Guidance Sign on New PCC Foundation	EA	1	\$ 3,000.00	\$ 3,000.00				
					Subtotal	-\$13,226.00		\$0.00	0	\$0.00



**INDEPENDENCE
EXCAVATING**
A DiGeronimo Company

Item 8.

February 6, 2023

Elizabeth Giles
Senior Construction Project Manager
Augusta Region Airport
1501 Aviation Way
Augusta, GA 30906

Project: Construct Hangar N1 Ramp and Taxilane
Augusta Regional Airport
AIP No. 3-13-0011-045-2020

Subject: Change Order 01 – Relocate (E) Taxiway A Guidance Sign on New PCC Base and Install
New Guidance Sign on New PCC Base

Dear Mrs. Giles,

Independence Excavating Inc. (IX) is pleased to submit this proposal in response to the Change Order 01 – Relocate (E) Taxiway A Guidance Sign on New PCC Base and Install New Guidance Sign on New PCC Base Exhibit 1.1 received via email from Mead & Hunt on January 18, 2023.

IX's proposal includes all costs associated with the scope of work shown in Exhibit 1.1. This assumes an 8 week lead time for procurement of the new sign and completing this work within the original contract period. Also, any additional seeding, sodding or topsoil work will be measured and paid for under the original contract unit prices.

This proposal amounts to a total of **\$15,200**. The unit price breakdown can be found on the next page.

Please provide a formal notice of acceptance for this proposal to allow for our subcontractor to place the sign order and begin the procurement process.

Spec	Item	Unit of Issue	Quantity	Unit Price	Total Price
L-108.1	#8 AWG, 5kV Power Cable	LF	40	\$3.00	\$120.00
L-108.2	Counterpoise Wire W/ Grounding Rods	LF	20	\$3.00	\$60.00
L-110.2	Electrical Conduit, 1W-2" PVC, Type II, Non-Encased, Installed in Soil	LF	20	\$6.00	\$120.00
L-125.6	Salvage (E) Guidance Sign and Remove PCC Foundation	EA	1	\$1,450.00	\$1,450.00
L-125.7	Install Salvaged Guidance Sign on New PCC Foundation	EA	1	\$3,000.00	\$3,000.00
L-125.4	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 2	EA	1	\$10,450.00	\$10,450.00
Grand Total Price					\$15,200.00

If you require additional information, please do not hesitate to contact me.

Sincerely,

Jason Malloy
Senior Project Manager
Independence Excavating Inc.

Item L-125 Installation of Airport Lighting Systems

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in a neatly bound, properly sized 3-ring binder and/or electronic PDF format. RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

125-2.2 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

125-2.6 Retroreflective Markers. Retroreflective markers shall be type L-853 and shall conform to the requirements of AC 150/5345-39.

125-2.7 Runway and Taxiway Lights. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Taxiway edge fixtures shall be FAA Type L-861T quartz with LED light source. Edge lights shall be operable from 30/45-watt transformers. Lens color shall be aviation blue.

125-2.8 Runway and Taxiway Signs. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44. Led lighted airfield guidance signs shall conform to the details shown on the Plans. All signs shall utilize a LED lamp source for illumination. Sign size, style and mode will be listed on the Plans. All signs shall be internally illuminated and shall be double-sided even if one side is blank. L-830 isolation transformers shall be provided for each sign and sized per manufacturer's recommendation. Each sign shall be supplied with an "of/off" switch (shorting type disconnect switch) to allow for safe operations and maintenance of the sign and light source when the lighting circuit is energized. Signs shall be installed as required for FAA certification. Lighted signs shall have stainless steel bird spikes fastened to the entire top of the sign.

125-2.9 Runway End Identifier Light (REIL). Not required.

125-2.10 Precision Approach Path Indicator (PAPI). Not required.

125-2.11 Circuit Selector Cabinet. Not required

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867, Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or

galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

METHOD OF MEASUREMENT

125-4.1 Reflective markers will be measured by the number installed as completed units in place, ready for operation, and accepted by the RPR. Runway and taxiway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. Guidance signs will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR. Runway End Identifier Lights shall be measured by each system installed as a completed unit in place, ready for operation, and accepted by the RPR.

Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR. Abbreviated Precision Approach Path Indicator shall be measured by each system installed as a completed unit, in place, ready for operation, and accepted by the RPR.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign, reflective marker, runway end identification light, precision approach path indicator, or abbreviated precision approach path indicator installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

L-125.1	Taxiway Edge Light Removal – per each
L-125.2	L861T MITL LED. Elevated Taxiway Fixture – per each
L-125.3	Taxiway Guidance Sign, 1 Module, Size 2, Style 3, Mode 2 – per each
L-125.4	Taxiway Guidance Sign, 4 Module, Size 2, Style 3, Mode 3 – per each
L-125.5	Taxiway Retroreflective Marker – per each
L-125.6	Salvage (E) Guidance Sign and Remove PCC Foundation– per each
L-125.7	Install Salvaged Guidance Sign on New PCC Foundation– per each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

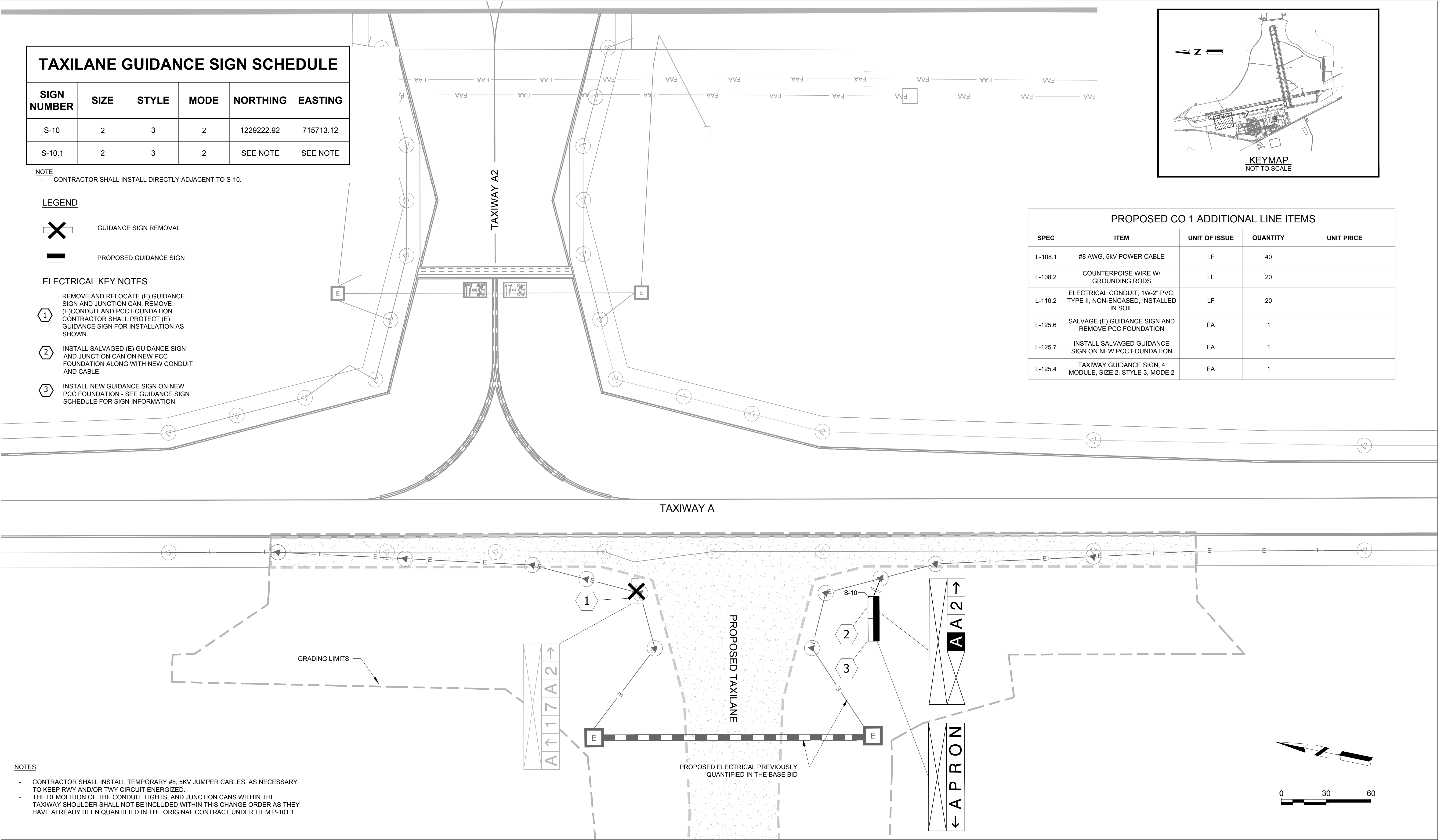
Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures
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END OF ITEM L-125



1/12/2023 5:14:12 PM
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- NOTES
- CONTRACTOR SHALL INSTALL TEMPORARY #8, 5KV JUMPER CABLES, AS NECESSARY TO KEEP RWY AND/OR TWY CIRCUIT ENERGIZED.
 - THE DEMOLITION OF THE CONDUIT, LIGHTS, AND JUNCTION CANS WITHIN THE TAXIWAY SHOULDER SHALL NOT BE INCLUDED WITHIN THIS CHANGE ORDER AS THEY HAVE ALREADY BEEN QUANTIFIED IN THE ORIGINAL CONTRACT UNDER ITEM P-101.1.



AUGUSTA REGIONAL AIRPORT
1501 AVIATION WAY
AUGUSTA, GA
HANGAR N1 RAMP & TAXILANE
AIP NO. 3-13-0011-045-2020
0119700-202061.03
1/12/2023

CHANGE ORDER 1 - RELOCATE (E) TAXIWAY A GUIDANCE SIGN ON NEW PCC BASE AND INSTALL NEW GUIDANCE SIGN ON NEW PCC BASE



EXHIBIT 1.1



Public Services Committee Meeting

Meeting Date: May 9, 2023

Hangar N1 Apron & Taxilane – Contract Change Order #1

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve Change Order #1 to Contract with Independence Excavating for a total deduction of \$13,226.00 for Hangar N1 Apron & Taxilane. Approved by the Augusta Aviation Commission on March 30, 2023.
Background:	<p>Independence Excavating Inc. is currently contracted to construct the Hangar N1 Apron & Taxilane project. This requested Change Order #1 includes costs associated with additional electrical components associated with the new Taxilane as well as the balancing of a handful of items that have been completed within the project.</p> <p>Per review by the FAA certification inspector assigned to AGS, it was determined that an additional taxiway guidance sign and the relocation of an existing guidance sign were required to meet signage standards. The additional sign was suggested to provide direction to the new Apron and the relocated sign was deemed necessary as the sign(s) included within the project did not provide all of the necessary information. The remainder of the items included within this change order are associated with the as-constructed quantity and reflect what was completed in the field.</p>
Analysis:	<p>Staff has evaluated the change order request provided by Independence Excavating, Inc. and finds that the costs associated with the new line items are acceptable and are within the unit prices provided as part of the original contract.</p> <p>The original contract value for Independence Excavating was \$4,892,410.00. This is the first Change Order for this project and reduces Independence Excavating's contract to \$4,879,184.00.</p>
Financial Impact:	This project is funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	551081118-5412110

REVIEWED AND
APPROVED BY:

N/A

Item 8.

CONTRACT CHANGE ORDER NO. 1

Item 9.

AIRPORT Augusta Regional Airport **Date** March 30, 2023
LOCATION Augusta, GA **AIP No.** 3-13-0011-054-2022
PROJECT Construct Standard Aero Ramp Rehabilitation – 0119700-202062.03 **CONTRACTOR** ER Snell Contracting, Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer.

Item No.	Bid Alternate	Description	Unit	Unit Price	Quantity	Amount
Extra Work – Base Bid						
C-105.1	Base	Mobilization, Cleanup, and Demobilization	LS	\$10,341.70	1	\$10,341.70
P-101.1	Base	Asphalt Concrete Pavement Removal, Full Depth, Off Site	SY	\$12.50	27	\$337.50
P-152.1	Base	Unclassified Excavation, Dispose Off-Site	CY	\$41.75	40	\$1,670.00
P-401.1	Base	Asphalt Concrete Surface Course	TON	\$193.00	4	\$860.01
331000.1a	Base	6" Restrained Joint, eDuctile Iron Pipe	LF	\$145.00	60	\$8,700.00
333000.1a	Base	6" Ductile Iron Pipe, P401, Lined Sewer Main	LF	\$145.04	240	\$34,809.60
333000.1b	Base	4" PVC Sewer Service	LF	\$48.35	140	\$6,769.00
333000.1c	Base	Cleanout Assembly	EA	\$976.46	3	\$2,926.38
333000.1d	Base	Aggregate Stone Bedding for Sanitary Sewer	TON	\$49.57	60	\$2,974.20
333000.1e	Base	Connect to Existing Sanitary Sewer Main	EA	\$2,650.23	2	\$5,300.46
333000.1f	Base	Connect to Existing Sanitary Sewer Service	EA	\$2,061.35	2	\$4,122.70
This Change Order Total						\$78,811.55
This Change Order Calendar Day Additions (Deletions)						0
Previous Change Order(s) Total						\$0.00
Previous Change Order(s) Calendar Day Additions (Deletions)						0
Original Contract Total						\$2,102,033.60
Original Contract Calendar Day Count Total						180
Revised Contract Total						\$2,180,845.15
Revised Contract Calendar Day Count Total						180

The time provided for completion in the contract is unchanged (~~decreased~~) (~~increased~~) by **0 calendar days**. This document shall become the First Amendment to the contract and all provisions of the contract will apply.

Recommended by: Edwin J Scott, Jr., PE, Engineer (Mead & Hunt, Inc.) **Date**

Approved by: Dan Troutman, Chairman (Augusta Aviation Commission) **Date**

Accepted by: Contractor (ER Snell Contracting, Inc.) **Date**

AIP NO. 3-13-0011-054-2022 **CHANGE ORDER NO.** 1

AIRPORT Augusta Regional Airport (AGS) **LOCATION** Augusta, GA

1. Brief description of the proposed contract Amendment and location(s).

Quantity Adjustments:

N/A

Extra Work/New Bid Item:

There are several items that were erroneously not included in the original bid or extra items not included in the original bid that will be necessary to complete the approved project scope. These items include:

- **C-105.1 Mobilization, Cleanup, and Demobilization:** Contractor mobilization outside the original constraints of the project's scope in order to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **P-101.1 Asphalt Concrete Pavement Removal, Full Depth, Off Site:** Additional asphalt pavement removal in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **P-152.1 Unclassified Excavation, Dispose Off Site:** Additional unclassified excavation in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **P-401.1 Asphalt Concrete Surface Course:** Additional asphalt pavement in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **331000.1a 6" Restrained Joint, eDuctile Iron Pipe:** Additional ductile iron pipe for 6" water line in order to revise location of proposed fire hydrant at ARFF per Sponsor's request.
- **333000.1a 6" Ductile Iron Pipe, P401, Lined Sewer Main:** 6" Lined Sewer main in order to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1b 4" PVC Sewer Service:** 4" PVC sewer service in order to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1c Cleanout Assembly:** Cleanout assemblies as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1d Aggregate Stone Bedding for Sanitary Sewer:** Stone bedding as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1e Connect to Existing Sanitary Sewer Main:** Necessary connections to existing sanitary sewer main as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.
- **333000.1f Connect to Existing Sanitary Sewer Service:** Necessary connections to existing sanitary sewer service as part of the overall sanitary sewer work to make necessary emergency Sanitary Sewer repair/replacements within project limits.

New Construction Specifications:

N/A

Revised Construction Specifications

N/A

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

C-105.1 Mobilization, Cleanup, and Demobilization – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This additional mobilization was requested by the Contractor in order to address the emergency and includes all work required to make the sanitary repair. This line item includes but is not limited to the additional mobilization of men and equipment to the site along with labor and overhead associated with the work falling outside of normal working hours and the overall project schedule.

P-101.1 Asphalt Concrete Pavement Removal, Full Depth, Off Site – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional asphalt demolition includes the area along the 60’ of additional 6” water line.

P-152.1 Unclassified Excavation, Dispose Off Site – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional unclassified excavation includes extra material produced when constructing the 60’ of additional 6” water line.

P-401.1 Asphalt Concrete Surface Course – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional asphalt includes the extra new pavement along the 60’ of additional 6” water line.

331000.1a 6” Restrained Joint, eDuctile Iron Pipe – During the installation of the new 6” waterline and hydrant at the ARFF associated with the project, a request was made by the Sponsor and Tenant at Standard Aero to relocate the hydrant to the opposite corner of the building. This request was made in order to better serve the ARFF and remove any potential obstructions within the area where Standard Aero tugs aircraft. The additional 6” ductile pipe the extra pipe associate with the 60’ of additional 6” water line.

333000.1a 6” Ductile Iron Pipe, P401, Lined Sewer Main – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This new 6” ductile iron lined sewer main is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes the additional pipe necessary to complete the work.

333000.1b 4” PVC Sewer Service – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This new 4” PVC sewer service line item is required to make the sanitary sewer repair/replacement of the existing clay pipe and connect to the existing services coming from the ARFF and ATCT. This line item includes the additional pipe necessary to complete the work.

333000.1c Cleanout Assembly – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. The new cleanout assembly line item is required as part of the overall sanitary sewer repair/replacement. This line item includes the cleanout assemblies at pipe junctions in order to complete the work and provide ease of access in the future.

333000.1d Aggregate Stone Bedding for Sanitary Sewer – During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time,

it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. This additional aggregate bedding is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes the pipe bedding necessary to complete the work.

333000.1e Connect to Existing Sanitary Sewer Main - During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. The connection of the new sanitary sewer main to the existing main is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes making any connections to the existing main at the project limits.

333000.1f Connect to Existing Sanitary Sewer Service - During work within Work Area 1 of the Standard Aero Ramp rehabilitation project, existing sanitary sewer pipe was discovered once all excavation was completed prior to placing the aggregate base course. The existing sewer line was clay and appeared to have had repairs completed in the past. During construction operations, vibrations from equipment caused a portion of the clay pipe to break. At this time, it was determined between the Sponsor, Contractor, and Consultant that the best way to move forward to address the break and inadequate pipe material was to replace the entirety of the sanitary sewer pipe within the project limits. The connection of the new sanitary sewer service to the existing service is required to make the sanitary sewer repair/replacement of the existing clay pipe. This line item includes making any connections to the existing service(s) at the project limits.

3. The Sponsor's share of this cost is available from:

NA

4. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes ☐ No ☐ Not Applicable ☒

5. Has consent of surety been obtained? Yes ☐ Not Necessary ☒

6. Will this change affect the insurance coverage? Yes ☐ No ☒

7. If yes, will the policies be extended? Yes ☐ No ☐ Not Applicable ☒

8. Has this Change Order been discussed with FAA officials? Yes ☒ No ☐

When: 3/30/2023

With Whom: Mrs. Laura Breeding

Comment(s):

Augusta Regional Airport
Standard Aero Ramp Rehab (Base Bid)
CARES #: 3-13-0011-045-2020

Progress Payment Application: CCO #1
 For Period Ending: -

CCO No.	Spec.	Description	Unit of Issue	Quantity	Unit Price	Extended Price	Approved Quantity	Approved Amount	Quantity to Date	Amount to Date
1	C-105.1	Mobilization, Cleanup, and Demobilization	LS	1	\$ 10,341.70	\$ 10,341.70		\$ -	0.0	\$ -
1	P-101.1	Asphalt Concrete Pavement Removal, Full Depth, Off Site	SY	27	\$ 12.50	\$ 337.50		\$ -	0.0	\$ -
1	P-152.1	Unclassified Excavation/Dispose Off Site	CY	40	\$ 41.75	\$ 1,670.00		\$ -	0.0	\$ -
1	P-401.1	Asphalt Concrete Surface Course	TON	4	\$ 193.00	\$ 860.01		\$ -	0.0	\$ -
1	331000.1a	6" Restrained Joint, eDuctile Iron Pipe	LF	60	\$ 145.00	\$ 8,700.00		\$ -	0.0	\$ -
1	333000.1a	6" Ductile Iron Pipe, P401, Lined Sewer Main	LF	240	\$ 145.04	\$ 34,809.60		\$ -	0.0	\$ -
1	333000.1b	4" PVC Sewer Service	LF	140	\$ 48.35	\$ 6,769.00		\$ -	0.0	\$ -
1	333000.1c	Cleanout Assembly	EA	3	\$ 975.46	\$ 2,926.38		\$ -	0.0	\$ -
1	333000.1d	Aggregate Stone Bedding for Sanitary Sewer	TON	60	\$ 49.57	\$ 2,974.20		\$ -	0.0	\$ -
1	333000.1e	Connect to Existing Sanitary Sewer Main	EA	2	\$ 2,650.23	\$ 5,300.46		\$ -	0.0	\$ -
1	333000.1f	Connect to Existing Sanitary Sewer Service	EA	2	\$ 2,061.35	\$ 4,122.70		\$ -	0.0	\$ -
Subtotal						\$78,811.55		\$0.00	0	\$0.00



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AUGUSTA REGIONAL AIRPORT
1501 AVIATION WAY
AUGUSTA, GA
REHABILITATION OF THE STANDARD AERO RAMP
CARES NO.: 3-13-0011-045-2020
0119700-202062.03
1/31/2023

STANDARD AERO RAMP REHABILITATION - CHANGE ORDER #1



EXHIBIT 1.1



DATE: February 21, 2023

TO: E.R. Snell Contractor, Inc.

Attn. Dustin Daniel

1785 Oak Road

Snellville, GA

FROM: Ashlind Contracting Corporation

P.O. Box 758

Washington, Georgia 30673

PROJECT: AGS Aero Ramp

Change Order #1 - Sanitary Sewer Improvemnants

Description	Quantity	Unit Price	Total
Connect to Ex. Sewer Main	2.00 EA	\$2,650.23	\$5,300.46
Connect to Ex. Sewer Service	2.00 EA	\$2,061.35	\$4,122.69
6" DIP P401 Lined Sewer Main	240.00 LF	\$145.04	\$34,809.53
4" PVC Sewer Service	140.00 LF	\$48.35	\$6,769.69
Cleanout Assembly	3.00 EA	\$975.46	\$2,926.38
Stone Bedding	60.00 TN	\$49.57	\$2,974.14
Net Change To Contract Amount:			\$56,902.89

Notes:

1. No removal or disposal of unsuitable soils included in bid.
2. No import of select fill material included in bid.
3. Stone bedding per Richmond county detail.

Ashlind Contracting Corporation

BY: 

TITLE: Project Manager



ASHLINDCONTRACTING.COM

P.O. Box 758 | WASHINGTON, GA 30673



Public Services Committee Meeting

Meeting Date: May 9, 2023

Standard Aero Ramp Rehabilitation, Base Bid – Contract Change Order #1

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve Change Order #1 to Contract with ER Snell Contracting, Inc for a total increase of \$78,811.55 for Standard Aero Ramp Rehabilitation, Base Bid. Approved by the Augusta Aviation Commission on March 30, 2023.
Background:	<p>ER Snell Contracting Inc. is currently contracted to construct the Standard Aero Ramp Rehabilitation (Base Bid) project. This requested Change Order #1 includes costs for the additional waterline associated with the relocation of the proposed new hydrant at the Aircraft Rescue and Firefighting (ARFF) as well as the additional costs associated with the emergency sanitary sewer pipe replacement.</p> <p>During the installation of the new 6” waterline and hydrant associated with the project at the ARFF, a request was made by the Sponsor (AGS) and Standard Aero to relocate the hydrant to the opposite side of the building. This request was made to better serve the ARFF and remove any potential obstruction within the area where Standard Aero currently tugs aircraft between their facility at the ARFF. The costs included in this change order as part of the relocation of the hydrant are per the construction of an additional 60’ of 6” ductile iron pipe and all associated work items. The costs for this scope of work are per the contract.</p>
Analysis:	<p>During work within the limits of Work Area 1 of the project, existing clay sanitary sewer pipe was discovered once all excavation was complete. Once exposed it was determined to be indeed clay and appeared to have been patched/repared in the past. During construction operations, vibrations from the equipment caused a portion of the clay pipe to break. At this time, it was determined that the best way to move forward to address the break and inadequate pipe was to replace the entirety of the sanitary sewer pipe within the project limits. Because of the emergency nature of this repair, the contractor requested additional mobilization as part of these efforts.</p> <p>The original contract value for Independence Excavating was \$2,102,033.60.</p>
Financial Impact:	This project is funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
Alternatives:	To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on March 30, 2023.

Funds are available in the following accounts: 551081118-5412110

REVIEWED AND N/A
APPROVED BY:

**TRANSPORTATION SECURITY CLEARINGHOUSE SERVICES
AGREEMENT BETWEEN AUGUSTA, GEORGIA AND**

This TRANSPORTATION SECURITY CLEARINGHOUSE SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2023 (the “Effective Date”) by and between the Airport Research and Development Foundation’s Transportation Security Clearinghouse (“Clearinghouse”) and Augusta, Georgia, a political subdivision of the State of Georgia, by and through its Augusta Aviation Commission (“Airport”), who, intending to be legally bound, hereby agree as follows:

Recitals:

WHEREAS, Airport desires to obtain the Clearinghouse’s services for a management system to track and monitor application-based commercial ground transportation transacting business to, on, or from Airport property;

WHEREAS, the Clearinghouse desires to provide such services to Airport; and

WHEREAS, Airport and Clearinghouse desire to set forth the terms and conditions pursuant to which the Clearinghouse shall provide to Airport, and Airport shall acquire from Clearinghouse, such services.

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants set forth in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do mutually agree as follows:

I. DEFINITIONS

Application-Based Commercial Ground Transportation (ABCT):

Transportation to, on, or from an airport for compensation using an online-enabled application (“app”) or technology-based platform to connect passengers with drivers.

Application-Based Commercial Ground Transportation Provider (“ABCT-Provider”): A business entity that provides ABCT services to, on, or from one or more airports. The parties acknowledge and agree that ABCT Provider is a generic term and includes but may not be limited to what some states refer to as Transportation Network Companies (TNCs) and for what other government entities or regulatory bodies may identify in other ways.

Application-Based Commercial Ground Transportation Operating Permit (“ABCT Permit”): Each permit or other form of arrangement entered into between an airport and an ABCT Provider which authorizes such Provider to provide ground transportation services to, on, or from an airport, as any such instrument may be amended from time to time.

II. CLEARINGHOUSE SERVICES

The Airport desires that the Clearinghouse provide services to Airport which includes a management system to track and monitor application-based commercial ground transportation transacting business to, on, or from Airport property to the Airport, described further below.

The following is a description of services (referred to as “Services” under the Agreement) necessary to maintain and support the Airport’s ABCT Permits. The Clearinghouse shall perform the Services with respect to each ABCT Provider as designated in writing by the Airport to the Clearinghouse during the term of this Agreement (collectively, the “Designated ABCT Providers”).

A. Data Collection and Storage. For each “ABCT Driver,” the Clearinghouse shall obtain the “Required Data” upon each of the “Triggering Events.”

1. ABCT Driver. An individual who has been approved by a Designated ABCT Provider to transport passengers using a Designated ABCT Provider’s online-enabled application where such driver is within the Airport Geo-Fence by reason of the driver’s relationship with a Designated ABCT Provider, regardless of whether the driver is carrying a passenger. The term “Geo-Fence” is a polygon whose points are geographic coordinates on Airport property designated by the Airport (as may be amended by the Airport from time to time) pursuant to the Airport’s ABCT Permits with Designated ABCT Providers.

2. Required Data:

- a. transaction type (i.e., entry, exit, drop-off, pick-up);
- b. ABCT Provider identification;
- c. date;
- d. time;
- e. geographical location;
- f. unique driver identifier;
- g. vehicle license plate number; and
- h. number of active rides in the vehicle following the triggering event (based on a value of “0” (no active rides) or “1” (active ride)).

3. Triggering Events:

- a. upon entry into the Geo-Fence;
- b. upon completion of a passenger drop-off within the Geo-Fence
- c. upon pick-up of a passenger within the Geo-Fence; and
- d. upon exit of the Geo-Fence

B. ABCT Permit Fees Collection; Payment.

1. ABCT Permit Fees Collection. The Clearinghouse shall establish procedures for billing and collection with each Designated ABCT Provider consistent with the Airport's ABCT Permits. Within thirty (30) days of the close of each calendar month, the Clearinghouse shall invoice each Designated ABCT Provider for the fees owed under the Airport's ABCT Permits for the previous calendar month ("ABCT Permit Fees"), which ABCT Permit Fees shall be consistent with the Required Data received by the Clearinghouse for such month.

2. ABCT Permit Fees Payment. Within thirty (30) days of the invoicing deadline outlined above, the Clearinghouse shall pay to the Airport the ABCT Permit Fees collected and received by the Clearinghouse from all Designated ABCT Providers for the calendar month invoiced, minus the Clearinghouse Fees outlined in section 3.1, which amounts shall be consistent with each Designated ABCT Provider's payment obligations under its respective ABCT Permit with the Airport and the Required Data received by the Clearinghouse.

III. PAYMENT

Fee Payment. In full payment for the Services provided, the Clearinghouse will retain five percent (5%) of the moneys collected and received by the Clearinghouse from the ABCT Providers to be paid to the Airport. The Clearinghouse Services fee will be retained on a monthly basis, within thirty (30) days after the invoicing deadline outlined in Section 2.B.1.

IV. TERM AND TERMINATION

A. Term. The term of this Agreement shall be effective from the date of signature and unless earlier terminated pursuant to Section 4.2 or 4.3, it shall continue for an initial term of twenty-four (24) months. This Agreement shall comply with O.C.G.A. §36-60-13, as amended, regarding multi-year agreements and shall terminate absolutely and without further obligation on the part of the county at the close of the calendar or fiscal year in which it was executed and at the close of each succeeding calendar or fiscal year for which it may be renewed as provided in this Code section. After the initial term, the Agreement shall automatically renew for additional twelve (12) month periods unless otherwise determined by mutual agreement of the parties, but shall not exceed five (5) years.

B. Termination.

1. Termination for Default. This Agreement may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement upon the expiration of thirty (30) days (or any longer cure period authorized by the non-breaching party with respect to any individual breach) after receipt of written notice thereof if the breach or nonperformance has not then been cured.

2. Termination by Airport. This Contract shall be subject to termination by the Airport at any time in the opinion of the Airport the Clearinghouse fails to carry out the Contract provisions of any one or more of the following events:

- a. The default by the Clearinghouse in the performance of any of the terms, covenants or conditions of the Contract, and/or the failure of the Clearinghouse to remedy, or undertake to remedy with sufficient forces and to the Airport's reasonable satisfaction. The Airport shall provide the Clearinghouse with notice of any conditions which violate or endanger the performance of the Contract. If after such notice the Clearinghouse fails to remedy such conditions within twenty (20) days to the satisfaction of the Airport, the Airport may exercise its option in writing to terminate the Contract without further notice to the Clearinghouse and order the Clearinghouse to stop providing services immediately.
- b. The Clearinghouse files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Clearinghouse and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- c. the Clearinghouse's failure to provide services according to the specifications contained herein.
- d. the Clearinghouse's failure to keep, perform, or observe any other term or condition of this Contract.
- e. the Clearinghouse's performance of the Contract is unreasonably delayed.
- f. The Airport reserves the right to terminate this Contract if the services provided under this Contract do not meet or exceed existing industry standards. The Airport reserves the right to make the final determination as to the quality of services.

3. Termination for Convenience

The Airport may terminate this contract in whole or in part at any time by providing written notice to the Clearinghouse. Such action may be without cause and without prejudice to any other right or remedy of Airport.

4. Action upon Termination. Upon expiration or earlier termination of the Agreement, the Clearinghouse shall provide to Airport a final accounting, including but not limited to, all uninvoiced amounts.

V. REPRESENTATIONS AND WARRANTIES

A. By the Clearinghouse. The Clearinghouse hereby represents and warrants to Airport as follows:

1. Authorization and Binding Obligation. The Clearinghouse has full corporate power and authority to enter into, deliver and perform fully its obligations under this Agreement. This Agreement has been fully executed and delivered by the Clearinghouse, and constitutes the legal, valid and binding obligation of the Clearinghouse, enforceable against it in accordance with its terms.

2. No Conflict. The execution, delivery and performance by the Clearinghouse of its obligations under this Agreement do not knowingly conflict with, result in a breach of or require any consent under the charter or bylaws of the Clearinghouse or any applicable law or regulation, any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which the Clearinghouse is a party or by which it is bound or to which it subject, or constitute a default under such agreement or instrument.

B. By Airport. Airport hereby represents and warrants to the Clearinghouse as follows:

1. Authorization and Binding Obligation. Airport has full corporate power and authority to enter into, deliver and perform fully its obligations under this Agreement. This Agreement has been duly executed and delivered by Airport and constitutes the legal, valid and binding obligation thereof, enforceable against Airport in accordance with its terms.

2. No Conflict. The execution, delivery and performance by Airport of its obligations under this Agreement do not conflict with, result in a breach of or require any consent under, the charter or bylaws of Airport or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which Airport is a party, or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

VI. CONFIDENTIALITY

A. Confidentiality. The Parties acknowledge that all records relating to this Agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.). The parties shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Each party shall immediately notify the other of any request made under the Open Records Act, and

shall furnish a copy of the request and the response to such request. Each party shall maintain in strict confidence, and agrees not to disclose to any third party, except as necessary for the performance of this Agreement when authorized by the other party in writing, Confidential Information that one party receives (“Recipient”) from disclosing party (“Discloser”). “Confidential Information” means all non-public information of a competitively sensitive nature concerning the disclosing party, including, but not limited to: (a) software, data, and information regarding services, systems or products; (b) processes, procedures, operations, engineering or technology; (c) present product lines, including without limitation, their design, manufacture, marketing, quality control, costs, configurations and uses for such products, as well as the aforementioned information related to products which are the subject of either party’s research and development; (d) customer lists, customer information, business plans or data, sales volumes, profitability figures, financial information or other economic or business information; or (e) any efforts undertaken by either party on behalf of their members or customers.

B. Exceptions. Confidential Information does not include: information that is or subsequently may come within the knowledge of the public generally through no fault of Recipient; information that Recipient can show was previously known to it as a matter of record at the time of receipt; information that Recipient may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or information that Recipient may subsequently develop as a matter of record, independently of disclosure by Discloser.

C. Duration. With respect to Confidential Information not constituting a trade secret, this Agreement shall remain in full force and effect for a period of three (3) years; with respect to Confidential Information constituting a trade secret, this Agreement shall remain in full force and effect for so long as the Confidential Information constitutes a trade secret.

D. Injunctive Relief. Recipient acknowledges that disclosure of any Confidential Information by it or its employees will give rise to irreparable injury to Discloser or the owner of such information, not adequately compensated by damages. Accordingly, Discloser or such other party may seek and obtain injunctive relief against the breach or threatened breach of this Section, in addition to any other legal remedies, which may be available, without the requirement of posting bond.

VII. INTELLECTUAL PROPERTY RIGHTS

A. The Clearinghouse and Airport acknowledge that both parties and/or third parties retain all right, title and interest under applicable contractual, copyright, intellectual property, and related laws to their previously owned, developed or obtained intellectual property and any enhancements and modifications to same and in the databases and information contained therein used to provide either party’s products or services hereunder, and the parties shall use such materials consistent with such right, title and interest and notify the applicable party of any threatened or actual infringement

thereof.

B. The Clearinghouse retains all its previously owned, developed or obtained intellectual property. The Airport shall use the Clearinghouse's intellectual property with such rights as necessary to perform the functions of the Clearinghouse's Automated Integration Services, and notify the Clearinghouse of any threatened or actual infringement thereof.

C. In the event that development work is undertaken under this contract by the Clearinghouse, which specifically excludes all previously owned, developed or obtained intellectual property, then any such developed items shall be owned by the Clearinghouse.

D. Airport shall not, except as required by applicable law (and then only to that extent):

1. Reverse engineer, translate, disassemble, decompile the whole or any part of the Clearinghouse's service offering, solution or proprietary assets or otherwise attempt to access same;

2. Assign, transfer, sell, license, sub-license, lease, rent, charge or otherwise deal in or encumber the proprietary material of the Clearinghouse or use the proprietary material of the Clearinghouse on behalf of or for the benefit of any third party, or make available the same in any way whatsoever to any third party without the Clearinghouse's prior written consent in a fashion contrary to the terms of this Agreement;

3. Distribute, create derivative works of or modify proprietary material of the Clearinghouse in anyway, nor create or develop a competitive or similar offering to that of the Clearinghouse, nor use, copy, duplicate or display the proprietary material of Clearinghouse on a commercial or development basis except as expressly provided under an agreement.

VIII. DATA PROTECTION

The Clearinghouse is dedicated to protecting the Airport provided data and providing the Airport with the highest level of service.

Airport provided data, which includes personal information sent to the Clearinghouse, is not disclosed, made available or otherwise used for any purposes other than to perform the Services. Such information can be used for other purposes only with the data provider's express permission or as required to comply with applicable laws.

The Clearinghouse does not disclose the Airport provided information to companies outside the Clearinghouse and the Clearinghouse agents and subcontractors, except as required by law. The confidentiality of Airport information is an important part of the Clearinghouse's operations and a standard business practice.

IX. LIMITATION OF LIABILITY

Neither party shall be responsible for special, indirect or consequential damages. Nor shall either party be responsible for lost profits regardless of whether advised of such possibility.

X. MISCELLANEOUS

A. Relationship. This Agreement does not create any partnership, joint venture, franchisor-franchisee or employer-employee relationship between the parties hereto. Neither party hereto is granted any express or implied right or authority to bind the other party hereto in any manner whatsoever.

B. No Third Party Beneficiaries. There are no third-party beneficiaries entitled to enforce any provisions of this Agreement.

C. Entire Agreement. This Agreement, together with the Exhibits attached hereto, contains the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior agreements, negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement.

D. Amendment. This Agreement may not be modified except in writing, signed by both of the parties hereto.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to conflicts of law principles thereof.

F. Notices. All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or airmail, facsimile transmission, or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to:

If to the Clearinghouse, to:

Transportation Security Clearinghouse
601 Madison Street
Alexandria, VA 22314
Attn: Carter Morris
Tel.: (703) 824-0500
Fax: (703) 820-1395

If to Airport:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With Copy to: Augusta Law Department
Attn: General Counsel
535 Telfair Street, Building 3000
Augusta, Georgia 30901

or at such other address, such other person's attention, or such other facsimile number, as shall be specified by like notice.

G. Severability. In the event that any provision of this Agreement is declared by a court of competent jurisdiction or arbitration tribunal to be void or unenforceable, the parties hereto expressly agree that such void or unenforceable provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect to the extent feasible in the absence of the void and unenforceable provision. The parties furthermore agree to execute and deliver such amendatory contractual provisions to accomplish lawfully as nearly possible the goals and purposes of the provision so held to be void or unenforceable.

H. Waiver. Any party may waive compliance by the other party with any of the provisions of this Agreement. No waiver of any provision shall be construed as a waiver of any other provision or the same provision in a subsequent instance. Any waiver must be in writing.

I. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any contractual rights or obligations hereunder may be made by either party (by operation of law or otherwise) without the prior written consent of the other party hereto, which shall not be unreasonably withheld, and any attempted assignment without the required consent shall be null and void.

J. Cooperation. Each party hereto shall take all such steps and measures as may be requested by the other party hereto in order to effectuate the purposes of this Agreement.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

L. Headings. The section headings and other descriptions contained in this Agreement are for reference purposes only and shall not affect any way the meaning or interpretation of this Agreement.

M. Further Assurances. Each party hereto shall do and perform or cause to be done and performed all further acts and things and shall execute and deliver all such other certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

N. Dispute Resolution. The parties shall make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, shall be decided in the Superior Court of Richmond County, Georgia. The Clearinghouse, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

IN WITNESS WHEREOF, this Agreement has been duly executed by or on behalf of each of the parties hereto as of the date first above written.

TRANSPORTATION SECURITY CLEARINGHOUSE

By: Carter Morris

Title: Carter Morris, EVP

AUGUSTA AVIATION COMMISSION

By: _____

Title: _____

Attest: _____



Public Services Committee Meeting

Meeting Date: May 9, 2023

2023 Transportation Security Clearinghouse Services Agreement

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve the 2023 Transportation Security Clearinghouse Services Agreement. Approved by the Augusta Aviation Commission on April 27, 2023.
Background:	The Clearinghouse provides services to the Airport which includes a management system (Geo-Fencing) to track and monitor application-based commercial ground transportation (Transportation Network Companies such as Uber and Lyft).
Analysis:	The system provides the Airport with real time data of these companies when they are operating on Airport property. The term of the contract is 24 months, and automatically renews for additional twelve (12) month periods but shall not exceed five (5) years.
Financial Impact:	The Transportation Security Clearinghouse will retain 5% of each \$2.00 trip fee. The balance of the trip fees will be retained as Airport operating revenue.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on April 27, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



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

May 2, 2023

Geri Sams, Procurement Director
Augusta, Georgia Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901

Re: Augusta Regional Airport 2023 Transportation Security Clearinghouse Services Agreement

Dear Ms. Sams:

The American Association of Airport Executives (AAAE) is an organization dedicated to the aviation industry and advancing airport interests. AAAE's Transportation Security Clearinghouse is the only Designated Aviation Channeler (DAC) with more than a decade of airport experience. The Clearinghouse holds their own separate agreement with Uber and Lyft that allows them to pull data from their website/applications and collect information about pickups and drop-offs. They act as a check and balance between us, and the TNC/Rideshare companies and have their own internal auditing system as well. We have had a great working experience with them over the past 5 years and have had zero issues with their reports or getting the money collected from Uber/Lyft to us.

This year, since we were increasing our Uber/Lyft fees, (adding the \$2 drop-off fee) they had indicated that they were going to increase the percentage they keep for providing their services. However, since we have such a great relationship with them, they decided not to increase their fees and kept it at the 5% they have charged us since 2017, which greatly helps the airport in the amount of moneys collected since we have implemented an additional cost to Uber/Lyft users.

This Agreement was approved by the Augusta Aviation Commission at their regular meeting on April 27, 2023.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Tyler Good". The signature is written in a cursive, flowing style.

Tyler Good
Airport Operations Manager

AUGUSTA, GEORGIA

New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Proposal Project No. Project Title

PR000437 TRANSIT FY2023 TRANSIT TRUST FUND PROGRAM 5307 CAPITAL GRANT

FY2023 Transit Trust Fund Program Grant (TTFP) between the Georgia Department of Transportation (GDOT) and Augusta, Georgia.
 Matching Funding required: Yes, 10% (or \$21,301.80) on Capital Expense. / Source of Match: GF in Transit Budget 2024 / EEO
 Required: No / EEO Dept. Notified: No

Start Date: 01/01/2024 End Date: 12/31/2026
 Submit Date: 04/06/2023 Department: 091 Transit Cash Match? Y
 Total Budgeted Amount: 213,018.00 Total Funding Agency: 191,716.20 Total Cash Match: 21,301.80

Sponsor: GM0013 US DOT
 Sponsor Type: PT Pass thru Federal
 Purpose: 20 Public Transit Flow Thru ID: GM0006 GDOT

Type	ID	Name	Contacts	Phone
I	GMI015	Dottery, Sharon		(706)821-1818

Approvals

Type	By	Date
FA	S. DOTTERY	04/05/2023

Dept. Signature: Sharon Dottery
 Grant Coordinator Signature: MDA 4/6/2023

- 1.) I have reviewed the Grant application and enclosed materials and:
- ☒ Find the grant/award to be feasible to the needs of Augusta Richmond County
 - ☐ Deny the request

Donna Williams 4-6-2023
 Finance Director Date

- 2.) I have reviewed the Grant application and enclosed materials and:
- ☒ Approve the Department Agency to move forward with the application
 - ☐ Deny the request

Shouse 4/11/23
 Administrator Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

**AGREEMENT BY AND BETWEEN
AUGUSTA-RICHMOND COUNTY
AND
GEORGIA DEPARTMENT OF TRANSPORTATION
FOR
TRANSIT TRUST FUND PROGRAM ALLOCATION**

THIS AGREEMENT FOR ALLOCATION OF FUNDS UNDER THE TRANSIT TRUST FUND PROGRAM ("Agreement"), effective as of _____ (the "Effective Date") is made by and between the AUGUSTA-RICHMOND COUNTY of the State of Georgia, and the Georgia Department of Transportation ("GDOT"), a public agency of the State of Georgia. AUGUSTA-RICHMOND COUNTY and GDOT may collectively be referred to as the "Parties" and individually as the "Party."

WHEREAS, during the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State of Georgia ("State"); and

WHEREAS, during the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing a Georgia Transit Trust Fund ("TTF") as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees; and

WHEREAS, the GDOT Commissioner shall be the trustee of the Georgia Transit Trust Fund; and

WHEREAS, subsequently, in the FY2023 Budget, \$15,927,600.00 was appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects ("Program Funds"); and

WHEREAS, the funds allocated by GDOT to the Georgia Transit Trust Fund Program ("TTFP") represent the balance remaining after GDOT (i) retains matching funds for Federal Transit Administration ("FTA") programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority ("The ATL") regarding directed appropriations; and

WHEREAS, the funds allocated by GDOT to the TTFP shall be distributed to counties with existing transit service using a population-based formula, excluding counties covered by The ATL, as reflected in the TTFP SFY2023 Annual County Allocations posted to the GDOT website, on the Division of Intermodal Transit Program page: <https://www.dot.ga.gov/GDOT/Pages/TTFP.aspx>; and

WHEREAS, a transit provider must submit an eligible use application that is approved and accepted by GDOT, for TTFP dollars ("TTFP Application"); and

WHEREAS, AUGUSTA-RICHMOND COUNTY submitted the TTFP Application for the Fiscal Year 2023, which was accepted by GDOT; and

WHEREAS, GDOT has agreed to transfer the amount of \$213,018.00 ("Transit Project(s) Amount") to the AUGUSTA-RICHMOND COUNTY in a certain manner; and

WHEREAS, AUGUSTA-RICHMOND COUNTY represents that it will expend the monies described herein for the purposes of funding transit projects as further described in the TTFP Application ("Transit Project(s)"), and pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **TERM.** This Agreement shall begin on the Effective Date and shall continue for 24 months, unless AUGUSTA-RICHMOND COUNTY has expended or contractually obligated the entire Transit Project(s) Amount or completed the Transit Project(s) prior to the expiration of this 24-month term, or unless this Agreement is terminated earlier by the Parties (the "Term").
2. **ACCEPTANCE.** GDOT hereby makes and AUGUSTA-RICHMOND COUNTY hereby accepts the payment of \$213,018.00 for the funding of Transit Project(s) included on the TTFP Application attached hereto as Exhibit A and incorporated herein by reference, which funding will be additive and not supplant existing funds.

The maximum amount to be received by the AUGUSTA-RICHMOND COUNTY from GDOT is \$213,018.00.

AUGUSTA-RICHMOND COUNTY agrees that the Transit Project(s) Amount will not be used for expenses already incurred or paid before the Effective Date unless such expenses are expressly authorized in advance and in writing by GDOT.

3. **DEADLINES.** AUGUSTA-RICHMOND COUNTY must expend or contractually obligate the Transit Project(s) Amount no later than the end of the Term.
4. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
5. **ACCOUNTABILITY.**
 - 5.1. Accounting. AUGUSTA-RICHMOND COUNTY will account for the Transit Project(s) Amount in accordance with generally accepted governmental accounting principles. AUGUSTA-RICHMOND COUNTY will also account for the Transit Project(s) Amount by keeping track of the application of the Transit Project(s) Amount to the Transit Project(s) to account for the receipt and expenditures in accordance with generally accepted accounting principles.
 - 5.2. Audit. AUGUSTA-RICHMOND COUNTY will cooperate with an audit request by GDOT either by the State Auditor or other officers of the State with power to conduct or request such audit. In its agreements with its recipients for the expenditure of the Transit Project(s) Amount, AUGUSTA-RICHMOND COUNTY will require such parties to allow and cooperate with such audits.
 - 5.3. Records Retention. AUGUSTA-RICHMOND COUNTY will maintain the records described in Section 5.1 and all other documents produced as a result of this Agreement in accordance with the Records Retention policy set forth by the Office of the Secretary of State.
 - 5.4. Written Agreements. Any expenditure or obligation of the Transit Project(s) Amount by AUGUSTA-RICHMOND COUNTY to a third party must be pursuant to a written agreement.

6. **PAYMENT.** GDOT shall make full payment to AUGUSTA-RICHMOND COUNTY of the Transit Project(s) Amount within thirty (30) days of receipt of an invoice from AUGUSTA-RICHMOND COUNTY. The related invoice template is attached hereto as Exhibit B. The Transit Project(s) Amount cannot be used for anything other than funding the Transit Project(s) identified in the TTFP Application. To the extent any portion of the Transit Project(s) Amount is used for anything other than the Transit Project(s) identified in the TTFP Application, AUGUSTA-RICHMOND COUNTY will immediately reimburse such funds to GDOT. The Statement of Project Expenditure (SOPE) form, attached hereto as Exhibit C, shall be completed and submitted by the AUGUSTA-RICHMOND COUNTY at GDOT's request and used to detail Transit Project(s) Amount expenditures and remaining balance (if any). The SOPE form shall be completed and submitted by the AUGUSTA-RICHMOND COUNTY upon completion of the Transit Project(s) and used to detail Transit Project(s) Amount expenditures and remaining balance (if any). At the end of the Term, if AUGUSTA-RICHMOND COUNTY has not obligated all of the Transit Project(s) Amount(s), all unexpended funds must be returned to GDOT. GDOT will provide AUGUSTA-RICHMOND COUNTY written notification to indicate approval of Transit Project(s) closeout and instructions on the return of unused funds, if applicable.
7. **CONFLICTS OF INTEREST.** AUGUSTA-RICHMOND COUNTY hereby attests that all of the officials of the AUGUSTA-RICHMOND COUNTY have certified and that its recipients will certify that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28) or any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the Term of this Agreement.
8. **ENFORCEABLE AND LEGALLY BINDING ACTIONS.** By entering into this Agreement, AUGUSTA-RICHMOND COUNTY warrants and represents that it has complied with all laws applicable to its participation in the Agreement and makes the Agreement binding.
9. **PARTIES BOUND.** This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.
10. **ASSIGNMENT.** AUGUSTA-RICHMOND COUNTY may not assign all or part of this Agreement to a third party without the prior written permission of GDOT, which may be granted or refused at the sole discretion of GDOT. Any assignment made in violation of this paragraph is hereby declared null and void.
11. **NOTICE.** Any notices, requests, demands, or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received unless otherwise noted in the Agreement.

AUGUSTA-RICHMOND COUNTY

Attn: Garnett L. Johnson

Title: Mayor

Phone: 706-821-1831

Email: mayorjohnson@augustaga.gov

Georgia Department of Transportation

Attn: Leigh Ann Trainer,

Title: Assistant Division Director

One Georgia Center, 600 W Peachtree NW

Atlanta, GA 30308

Phone: (404) 347-0597

Email: ltrainer@dot.ga.gov

12. **WAIVER AND SEVERABILITY.** The waiver by either Party of any breach of any provision in this Agreement shall not be deemed to be a waiver of such provision of any subsequent breach of the same or any other provision in this Agreement. Any such waiver must be in writing to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.
13. **RECITALS.** The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.
14. **SURVIVABILITY.** If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, or unenforceable by any court of competent jurisdiction, then the remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose, and intent as shall be permitted by law.
15. **GOVERNING LAW.** This Agreement shall be governed by Georgia law, without regard to its conflict of law provisions. Venue shall be exclusively in the Superior Court of Fulton County, Georgia, and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.
16. **AUTHORITY/SIGNATURE.** The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party and to bind such Party to the terms and conditions of this Agreement.
17. **NO THIRD-PARTY BENEFICIARY.** Nothing herein shall be construed as conferring upon any person or entity, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
19. **INTERPRETATION.** Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person's or Party's successors and permitted assigns. The

headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease, or other documents shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms hereof.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Agreement as of the Effective Date.

AUGUSTA-RICHMOND COUNTY

Georgia Department of Transportation

By: _____ (SEAL)

Name: Garnett L. Johnson

Title: Mayor

By: _____

Title: Commissioner

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

Attest: _____

Title: Treasurer

Date: _____

Notary Public [NOTARY SEAL]

Name: _____

My Commission Expires: _____

**GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT")
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2023 APPLICATION**

TRANSIT AGENCY AFFIDAVIT AND CERTIFICATION

I, Sharon Dottery (Name), the Transit Director (Title),

on behalf of Augusta Transit (Transit Agency), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. The Transit Agency swears and certifies that it has read and understands the Transit Trust Fund Program ("TTFP") General Guidelines and that it has complied with and will comply with the same.

The Transit Agency further swears and certifies that it has read and understands the provisions set forth in 2 CFR 200; Federal Transit Administration (FTA) Circular 5010.1E, Award Management; 9030.1E, Urbanized Area Formula Program; 9040.1G, Formula Grants for Rural Areas; 4220.1F, Third Party Contracting Guidance; the FTA Master Agreement; applicable portions of Federal Acquisition Regulations (FAR), including subpart 31.6; and Official Code of Georgia (O.C.G.A) §§ 32-9-1 through 32-9-3, 32-9-5, 32-9-9 through 32-9-11, 40-2-151.1, and 48-13-140 through 48-13-144.

Eligibility for TTFP funding mirrors FTA requirements. As required by federal financial management principles and outlined in the GDOT Transit Program Financial Management Oversight Manual, maintaining effective control and accountability for all TTFP and federal funds, property, and other assets is required. Each recipient of FTA funds is required to sign and comply with the annual FTA Certifications and Assurances. All TTFP recipients are issued a contract or Memorandum of Agreement (MOA) that includes specific reporting and compliance requirements.

Further, the Transit Agency shall be responsible for any claim, damage, loss, or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work, and other services furnished by or on behalf of the Transit Agency according to this Application ("Loss"). To the extent provided by law, the Transit Agency further agrees to hold harmless and indemnify GDOT and the State of Georgia from all suits or claims that may arise from said Loss.

If the Transit Agency fails to comply with the TTFP General Guidelines or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s), or fails to maintain and retain sufficient records, then GDOT may, at its discretion, prohibit the Transit Agency from participating in the TTFP in the future and may pursue any available legal remedy to obtain reimbursement of the TTFP funds. Furthermore, if in the estimation of GDOT, a transit project shows evidence of failure to participate in the specified tasks, equipment and materials described in the project summary included with its Application, then GDOT may pursue any available legal remedy to obtain reimbursement of the allocated TTFP funds or prohibit Transit Agency from participating in the TTFP until corrections are made to address the deficiencies or reimbursement is made. All projects identified on the project list included with Transit Agency's Application, shall be completed in accordance with all relevant Federal, State and local laws.

Transit Agency: Augusta Transit

Sharon Dottery (Signature)

Sharon Dottery, Transit Director (Name and Title)

April 14, 2023 (Date)

**GEORGIA DEPARTMENT OF TRANSPORTATION
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2023 APPLICATION**

PROPOSED TRANSIT PROJECT DESCRIPTION

Legal Name of Applicant Organization		Augusta, Georgia
Physical Address		535 Telfair Street, Augusta, GA 30901
Mailing Address		Same
Organization Type		<input checked="" type="checkbox"/> County Government <input checked="" type="checkbox"/> City Government <input type="checkbox"/> Regional Commission <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other (Specify) _____
Authorized Submitter (This should also be the person to whom questions about this application are to be directed)	Name	Sharon Dottery
	Title	Transit Director
	Phone #	706-821-1818
	Email	sdottery@augustaga.gov
E-Verify #		46923
Authorized Official who will Affix the Government's Seal and Execute the Contract	Name	Garnett Johnson
	Title	Mayor
	Phone #	706-821-1831
	Email	garnett.johnson@augustaga.gov
Designated Notary who will Notarize the Executing Official's Signature	Name	Nancy Morawski
	Title	Deputy Clerk of Commission
	Phone #	706-821-1820
	Email	nmorawski@augustaga.gov

Type of proposed TTFP project:	<input type="checkbox"/> Operating <input checked="" type="checkbox"/> Capital
Project Description: <ul style="list-style-type: none"> Describe the proposed TTFP eligible transit project(s). Indicate how the project complies with FTA requirements. Limit project description to two (2) pages. 	Eligible Projects: One ADA Para-transit Van. This vehicle will be equipped with a lift and wheelchair assessable. One Van for the Micro-transit service equipped with an ADA compliant ramp and Six tablets to be utilized with the Q-Ryde software for client scheduling.
Provide details certifying that TTFP funds will be additive and not supplant existing funds:	The Transit Trust Fund Program (TTFP) funds will be additional dollars used to purchase much needed vehicles and tablets to support the Transit program.

PROPOSED PROJECT BUDGET

Provide a detailed project budget in the applicable columns/rows in the table below. TTFP funds must be additive and not supplant existing funds. Please double-click in the table to enter data in highlighted cells.

Proposed Project Budget		Proposed Project Funds by Source			TOTAL
Item	Description	TTFP Funds	Local Funds	FTA Funds	Total Cost
1	ADA Para-Transit Van	120,000.00	0.0	0.0	\$ 120,000.00
2	Micro-transit Dodge Van	89,418.00	0.0	0.0	\$ 89,418.00
3	Acquisition ADP Hardware Tablets	3600.00	0.0	0.0	\$ 3,600.00
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Total Proposed Budget		\$ 213,018.00	\$ 0.00	\$ 0.00	\$ 213,018.00



Meeting Name: Public Services

Meeting Date: May 9, 2023

Item Name: GDOT Transit Trust Fund Grant Program (TTFP)

Department: Augusta Transit

Presenter: Sharon Dottery

Caption: A motion to approve a grant award between the Georgia Department of Transportation (GDOT) and Augusta, Georgia for the GDOT Transit Trust Fund Program.

Background: The Georgia Department of Transportation Division of Intermodal (GDOT) is excited to announce the launch of a new transit program designed to enhance Georgia's transit network by providing state funding for transit projects. The 5307 **Transit Trust Fund Program (TTFP)** is administered by GDOT and uses a population-based formula, based on 2020 Census data, to distribute state funding to Georgia's counties with existing transit service to further support public transportation across the state. TTFP funding is distributed to the agencies that provide public transportation for these counties. The grant is for a two (2) year period and funds are subject to annual appropriation and not guaranteed every year.

The GDOT Transit Trust Fund Program (TTFP) is funded by the Transit Trust Fund (TTF). During the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State. During the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing the Georgia TTF as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees. The GDOT Commissioner is the trustee of the Georgia Transit Trust Fund.

Subsequently, in the FY2023 Budget, funds were appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects. The funds allocated by GDOT to the TTFP represent the balance remaining after GDOT (i) retains matching funds for FTA programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority (The ATL) regarding directed appropriations.

Analysis: Augusta Transit has been awarded \$213,018 thru the GDOT Transit Trust Fund Program for the purchase of capital items. These funds will allow Transit to purchase a much-needed ADA Paratransit vehicle, a micro-transit vehicle and update tablets.

Attached you will find the

Financial Impact: This grant is 100% funding. Federal \$213.018 State \$0.00 Local \$0.00
Grand Total **\$213,018.00**

Alternatives: Deny request.

Recommendation: Approve submission of the grant application.

Funds are N/A
available in the
following
accounts:

REVIEWED N/A
AND
APPROVED BY:

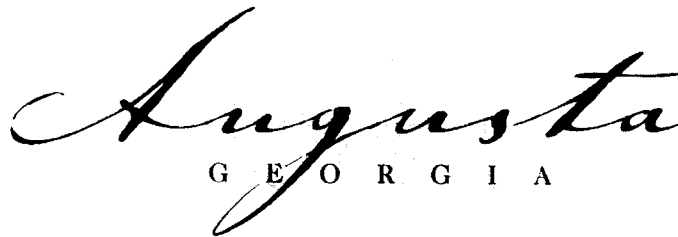


Public Services Committee

May 9, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on April 25, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chamber
Tuesday, April 25, 2023
1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Sean Frantom
Commissioner Bobby Williams
Commissioner Stacy Pulliam
Commissioner Wayne Guilfoyle

1. Discussion: Consider probation, suspension or revocation of the Alcohol License, Dance License and Business License for Voncellies Allen d/b/a/ Level 9 Sports Bar & Grill located at 3054 Damascus Rd for failure to comply with the Augusta Alcohol Ordinance and Occupation Tax Ordinance.

Motion to approve placing this business on six months' probation.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

2. Motion to approve the minutes of the Public Services Committee held on April 11, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam

Mr. Guilfoyle out.

Motion carries 3-0.

