



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, April 11, 2023

1:00 PM

PUBLIC SERVICES

- 1.** Motion to approve the minutes of the Public Services Committee held on March 14, 2023.
- 2.** Motion to receive a donation from the Trust of Oakland Park.
- 3.** Discuss hiring plan reviewers for Permit Department. **(Requested by Commissioner Wayne Guilfoyle)**
- 4.** Implement a temporarily moratorium for apartments, townhomes and mobile home parks. **(Requested by Commissioner Wayne Guilfoyle)**
- 5.** Review and implement new processes to streamline the permit process for contractors and developers. **(Requested by Commissioner Wayne Guilfoyle)**
- 6.** Motion to approve award of airfield electrical upgrade at Daniel Field Airport (Bid Item #23-150) to TCA Electrical Contractors, Inc. of Tifton, Georgia in the amount of \$1,004,490.00.
- 7.** Motion to approve the Airline Operating Agreement and Terminal Building Lease with American Airlines. Approved by the Augusta Aviation Commission on March 30, 2023.
- 8.** Motion to approve the Airline Operating Agreement and Terminal Building Lease with Delta Airlines. Approved by the Augusta Aviation Commission on March 30, 2023.
- 9.** Motion to approve a vendor for RFP 22-296 - Parks & Recreation Strategic Plan



Public Services Committee

April 11, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on March 14, 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, March 14, 2023

1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Sean Frantom
Commissioner Bobby Williams
Commissioner Stacy Pulliam
Commissioner Wayne Guilfoyle

1. **New Location: A.N. 23-10:** A request by James Edward Miller for a retail package **Beer & Wine** License to be used in connection with Circle K Stores, Inc #2707036 located at 1600 Barton Chapel Rd.
District 5. Super District 9.
Motion to approve.
Motion made by Guilfoyle, Seconded by Williams.
Voting Yea: Frantom, Williams, Pulliam, Guilfoyle
2. **New Ownership/Existing Location: A.N. 23-11:** A request by Pratik J. Patel for a retail package **Beer & Wine** License to be used in connection with Country Corner 11 located at 4630 Mike Padgett Hwy.
District 8. Super District 10.
Motion to approve.
Motion made by Guilfoyle, Seconded by Williams.
Voting Yea: Frantom, Williams, Pulliam, Guilfoyle
3. Motion to approve a new Commercial Plan Resubmission Fee. (Ordinance 7680 Update)
Motion to approve.
Motion made by Williams, Seconded by Pulliam.
Voting Yea: Frantom, Williams, Pulliam, Guilfoyle
4. Motion to approve Consulting Services Agreement with Alfred Benesch & Company in the amount of \$113,600.00 for Rehabilitation of Augusta Regional Airport Existing Long-Term

Parking Lot A, Phase 1 Design Services. Approved by the Augusta Aviation Commission
February 23, 2023. (RFQ 22-282)

Item 1.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

5. Discuss maintenance and repair of the Boat House. (Requested by Commissioner Pulliam)

Motion to approve allocating funding in the amount of \$580,000 in the Recreation Department's budget through SPLOST 7 using the competitive bid process for mold remediation at the Boathouse, to procure other bids for the repairs to the deck and the remainder of the construction/rehabilitation work and to take care of the needs of the Rowing Club.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

6. Motion to approve the minutes of the Public Services Committee held on February 28, 2023.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Addendum Item

1. Motion to approve the Planning & Development Department to draft potential updates to the occupational tax and alcohol licensing ordinances.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle



Public Services Committee

April 11, 2023

Motion to receive a donation from the Trust of Oakland Park

Department:	Parks & Recreation
Presenter:	Maurice McDowell
Caption:	Motion to receive a donation from the Trust of Oakland Park
Background:	The Trustees of Oakland Park leased Hickman Park to Augusta on June 17, 1916 for a ninety-nine year term. Recently, the Augusta Commission approved entering into a new lease agreement for the park. The trustees have collected \$5,000 towards renovations at Hickman Park.
Analysis:	The donated funds will be utilized towards upcoming renovations at the park. Augusta will resurface the tennis courts and add striping for Pickleball.
Financial Impact:	This donation would increase the expenditures at Hickman Park by the amount of \$5,000 in line item 101-06-1323-5223111 to cover renovation costs. The expenditures would be covered by the donated amount.
Alternatives:	<ol style="list-style-type: none"> 1. Move to receive a donation from the Trustees of Oakland Park. 2. Move to no action.
Recommendation:	Move to receive a donation from the Trustees of Oakland Park and increase line item 101-06-1323-5223111 by \$5,000 (the amount of the donation).
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**Public Services Committee Meeting**

April 11, 2023

Discuss hiring Plan Reviewers for Permit Department

Department:	N/A
Presenter:	N/A
Caption:	Discuss hiring plan reviewers for Permit Department. (Requested by Commissioner Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Wednesday, March 22, 2023 5:27 PM
To: Lena Bonner
Cc: Commissioner Francine Scott
Subject: Administrative Committee

Mrs. Bonner please put on the Committees as listed.

1. Administrative Service committee: review and implement new processes to streamline the permit process for Contractors and Developers.
 2. Administrative Service Committee : implement a temporarily Moratorium for apartments and townhomes as well mobile home parks.
 3. Administrative Service Committee: discuss hiring plan reviewers for Permit department.
- Thank You Mrs. Bonner!

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AED:104.1



Public Services Committee

April 11, 2023

Implement a temporarily moratorium for apartments, townhomes and mobile home parks

Department:	N/A
Presenter:	N/A
Caption:	Implement a temporarily moratorium for apartments, townhomes and mobile home parks. (Requested by Commissioner Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
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AED:104.1



Public Services Committee

April 11, 2023

Streamline the permit process for contractors and developers

Department:	N/A
Presenter:	N/A
Caption:	Review and implement new processes to streamline the permit process for contractors and developers. (Requested by Commissioner Wayne Guilfoyle)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
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AED:104.1



Public Services Committee Meeting

Meeting Date: 4/11/2023

Approval of TCA for Electrical Upgrade – Daniel Field Airport ITB 23-150

Department:	Daniel Field Airport
Presenter:	Becky Shealy, Airport Manager
Caption:	Motion to approve award of airfield electrical upgrade at Daniel Field Airport (Bid Item #23-150) to TCA Electrical Contractors, Inc. of Tifton, Georgia in the amount of \$1,004,490.00
Background:	<p>Daniel Field Airport's Airfield Electrical System consists of edge lighting for 2 runways and 2 taxiways, internally illuminated airfield signage, power cabling through all systems to a central airfield electrical vault, which contains the airfield lighting system controller and separate power regulators for each airfield lighting circuit. This system is required by the FAA for safe airport/flight operations at night and during periods of low visibility. The existing system is more than 20 years old and has reached the end of its useful life, requiring frequent maintenance and repairs with severe limits on availability of replacement parts in the market due to the age of the system.</p> <p>This construction project includes the replacement of all airfield lighting systems as described with modern, energy-efficient LED edge lighting fixtures and internally illuminated LED airfield signage. All airfield power cable systems will be replaced with new conductors in a system of trenches, conduit, duct bank and electrical manholes leading back to the existing central airfield electrical vault building which will receive new airfield power/voltage regulators for each new circuit, new airfield lighting controller, and updated utility lighting within the vault building.</p>
Analysis:	The Augusta Commission approved the tentative allocation for a federal and state funded grant to design and construct the airfield electrical system upgrade/replacement at its August 16, 2022 meeting. The bid process was complied with the construction portion of this project in accordance with the Augusta Georgia procurement guidelines. 3 bids were received. Based on those guidelines, TCA Electrical Contractors, Inc. of Tifton, Georgia was the qualified prime contractor with the lowest bid submitted.
Financial Impact:	<p>TCA Electrical Contractors, Inc. of Tifton Georgia submitted the following for the said project:</p> <p>BASE BID (Runway & Taxiway 5/23): \$637,390.00</p> <p>ADDITIVE BID (Runway & Taxiway 11/29): \$367,100</p>

TOTAL SUBMITTED: \$1,004,490.00

Alternatives:

Deny the recommendation

Recommendation:

The Daniel Field General Aviation Commission (GAC) recommends approving the award of this project to TCA Electrical Contractors of Tifton, Georgia.

Funds are available in the following accounts:

BASE BID-RUNWAY 5/23 & TAXIWAY = \$637,390.00

Federal Funding=45% - \$287,350.89

State Match = 41% - \$260,039.56

Local Match & TIA2 Funding = 14% - \$89,999.56

ADDITIVE BID-RUNWAY 11/29 & TAXIWAY = \$367,100

State Funding=75% - \$275,325

Local Match & TIA2 Funding = 25% - \$91,775

Note: Daniel Field Airport is an enterprise fund. The grant will be coded as 552081210 in One Solution for this project. Additionally, Daniel Field Airport is approved for Band 1 TIA Funding starting June 2023. **GDOT will administer a grant inclusive of all state and federal funds for this project upon ARC approval.**

REVIEWED AND
APPROVED BY:



Takiyah A. Douse
Interim Administrator

August 16, 2022

Ms. Rebecca Shealy, Airport Manager
Daniel Field Airport
1775 Highland Avenue
Augusta, GA 30904

Dear Ms. Shealy:

At the regular meeting held Tuesday, August 16, 2022, the Augusta, Georgia Commission took action on the following:

9. Approved the tentative allocation of \$1,122,500.00 for FAA and GDOT funding and authorize Mayor Davis signing the acceptance of the TA. (Approved by Public Services Committee August 9, 2022).

If you have any questions, please contact me.

In Service,

A handwritten signature in blue ink, appearing to read "T. Douse".

Takiyah A. Douse
Interim Administrator



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Item 6.

June 17, 2022

The Honorable Hardie Davis, Jr., Mayor
Augusta-Richmond County
535 Telfair St., Suite 200
Augusta, GA 30901

Dear Mayor Davis:

The Department is pleased to announce a tentative allocation of federal and state funding assistance for the following projects at Daniel Field.

Project Description	Est. Total	Est. Fed-AIP	Est. Fed-BIL	Est. State	Est. Local
Displace Rwy 5-23 Threshold; Replace Lighting	\$550,000	\$325,000	\$170,000	\$27,500	\$27,500
Displace Rwy 11-29 Threshold; Replace Lighting	\$800,000	\$0.00	\$0.00	\$600,000	\$200,000
Project Totals	\$1,350,000	\$325,000	\$170,000	\$627,500	\$227,500

Please confirm, by letter, no later than **July 15, 2022**, your intent to proceed with and fund this project in the state's Fiscal Year 2023, which ends June 30, 2023. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. **This project will require matching funds from Augusta-Richmond County estimated in the amount of \$227,500.** This is a tentative allocation of funds, the actual contract amount will be based on competitive bids received to accomplish the project.

The Department has scheduled this project to be ready for contract in **January 2023**. Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Brian Walden has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's FY23 according to the agreed upon schedule
- Formal request for state funding assistance

Please contact Brian Walden, Aviation Project Manager, at (706) 339-0921 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer
Digitally signed by Leigh Ann Trainer
DN: cn=US, e=leigh@dot.ga.gov,
o=GDOT, ou=Division of Intermodal,
c=GA, Leigh Ann Trainer
Date: 2022.06.17 13:32:40-0400

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Greg Morris, State Transportation Board
Steve Gay, Airport Manager
Becky Shealy, VP Business Development

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT**By and Between****THE GEORGIA DEPARTMENT OF TRANSPORTATION****and****CITY OF AUGUSTA**

This Agreement, made and entered into as of _____, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and CITY OF AUGUSTA, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

1) Daniel Field Airport - Airfield Improvements, P.I. 0017623

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint

or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

ARTICLE I SCOPE AND PROCEDURE

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in “Exhibit B”, Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials (“AASHTO”) Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT’s review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT’S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards.** During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT’S Transportation Investment Act of 2010 Manual – Processes and Procedures, available on the DEPARTMENT’s website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as “TIA Manual”), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed.** The work shall be carried on in accordance with the schedule attached to this Agreement as “Exhibit A” WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities – Concept Report Approval
- 2) Preliminary Engineering Activities – Field Plan Review Approval
- 3) Right of Way
- 4) Construction – Notice to Advertise
- 5) Construction – Notice to Proceed
- 6) Transit – Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. **Preliminary Engineering Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition.** The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction.** The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

I. **RESERVED.**

J. **RESERVED.**

K. **Reporting.** During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

ARTICLE II REVIEW OF WORK

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

ARTICLE III TERM OF AGREEMENT AND TIME OF PERFORMANCE

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance.** TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

ARTICLE IV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and 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 LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

ARTICLE V INSURANCE

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

- ☐ is self-insured and all claims against LOCAL GOVERNMENT will be handled through _____.
- OR
- ☐ shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. 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. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
 - 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 PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

ARTICLE VI COMPENSATION AND PAYMENT

A. **100% TIA Funded Project.**

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

THE LOCAL GOVERNMENT PLANS TO BEGIN WORK ON THIS PROJECT PRIOR TO THE COMMENCEMENT OF THE BAND ASSIGNED TO THE PROJECT IN THE APPROVED INVESTMENT LIST(s). ANY AND ALL INVOICES SUBMITTED TO THE DEPARTMENT WILL NOT BE CERTIFIED BY THE COMMISSIONER OF TRANSPORTATION OR THE COMMISSIONER'S DESIGNEE AND SUBMITTED TO GSFIC UNTIL APRIL 3, 2023. PAYMENT WILL BE MADE BASED ON ACTUAL COSTS INCURRED DURING THE YEAR OF EXPENDITURE BY THE LOCAL GOVERNMENT AND WILL NOT INCLUDE ANY INTEREST. PAYMENT REMAINS SUBJECT TO THE AVAILABILITY OF TAX PROCEEDS AS SET FORTH IN MORE DETAIL IN THIS SECTION. FURTHERMORE, THE LOCAL GOVERNMENT MUST STILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS AS SET FORTH IN ARTICLE 1.C. ABOVE, INCLUDING BUT NOT LIMITED TO THE TIA MANUAL.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. **Eligible Project Costs.** Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. **Budget Estimate and Reimbursement.**

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

- 1) **Daniel Field Airport - Airfield Improvements, P.I. 0017623: THREE MILLION NINE HUNDRED DOLLARS AND ZERO CENTS (\$3,900,000.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. Process For Payment.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. Insufficient TIA FUNDS.

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the

LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

ARTICLE VII FINAL PAYMENT

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State 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 the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE VIII SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

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

ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

ARTICLE X SUBLETTING, ASSIGNMENT, OR TRANSFER

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

ARTICLE XI TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

ARTICLE XII MAINTENANCE AND OPERATIONS OF PROJECTS

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

ARTICLE XIII OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

ARTICLE XIV PUBLICATION AND PUBLICITY

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

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XV
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

ARTICLE XVII

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

- D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. GEORGIA AGREEMENT. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

L. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

M. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with _____, _____ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF
TRANSPORTATION

CITY OF AUGUSTA, GEORGIA

Commissioner (Seal)

Signature Date

Printed Name/Title

ATTEST:

Treasurer

ATTEST:
I attest to the genuineness of the Seal, and I
further attest that the above named officer is
duly authorized to execute this document.

Signature Date

Printed Name/Title

Federal Employer Identification Number

EXHIBITS

Exhibit A	Work Schedule
Exhibit B	Scope and Procedure

EXHIBIT A
WORK SCHEDULE

1) Daniel Field Airport - Airfield Improvements, P.I. 0017623

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

EXHIBIT B

SCOPE AND PROCEDURE

- 1) Construction, operation and maintenance of Daniel Field Airport - Airfield Improvements, P.I. 0017623

APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	Local Government Resolution

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION for the following Projects:

- 1) Daniel Field Airport - Airfield Improvements, P.I. 0017623**



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

Item 6.

February 7, 2023

Dr. Hameed Malik, P.E., Director of Engineering
City of Augusta
452 Walker St, Suite 110
Augusta, Georgia 30901

**SUBJECT: 0017623 - Daniel Field Airport - Airfield Improvements
Richmond County
Local Delivery Approval**

Dr. Malik:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced project. The Local Delivery Application has been approved for the following phases:

- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and the Columbia County is required to be executed prior to beginning work. A written Notice to Proceed from the Department, or its Agent, is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at jdurrence@dot.ga.gov.

Sincerely,

Jeramy Durrence for

Kenneth Franks,
State TIA Administrator

KKF:jpd

Cc: Dan Bodycomb, TIA Program Manager
George Brewer, TIA Pre-Construction Manager
Bobby Adams, TIA Procurement Manager
Project File

**Transportation Investment Act (TIA) Local Project Delivery Application**

Section I – Local Government Applicant Information		
Applicant Augusta, Goergia		Main Contact Hameed Malik
Contact Title Director Engineering		Phone Number 706-796-5040
Local Government Email address hmalik@augustaga.gov		
Contact Address 452 Walker Street		
Address Line 2 Suite 110		
City Augusta	State GA	Zip Code 30901

Section II – Project Information			
County Richmond	City Augusta	Congressional District 12	GDOT District 2
Regional Commission 7		MPO Region (if applicable) ARTS MPO	
Regional Commission ID Number/ PI Number/ and Project Name See Exhibit A			
<input type="checkbox"/> Local Government is LAP Certified			

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- ☒ Preliminary Engineering (PE)
- ☒ Right of Way (ROW)
- ☒ Utilities (UTL)
- ☒ Construction (CST)

Section III–Method of Delivery

The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Available resources:

PE Phase: In-house (Project Engineers, Program Delivery Lead, Senior Engineer, Traffic Engineer, Survey Crew) and Contract Services (Design Consultants).

Right-of Way Phase: In-house (Full service land acquisition professional team) and on-call contract services.

Construction: In-house (Construction Manager, Construction Engineer, Inspectors) and CEI on-call contract services.

Please list the Local Government's previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:

Marks Church Road Widening From Wrightsboro Road to Wheeler Road / PI#0011394

Project Description:

This project consist of widening the existing two-lane roadway to a three-lane roadway, adding curb and gutter, sidewalks, a storm sewer system, and bridge replacement.

Construction Let Date:

July 2015

Construction Completion Date:

December 2019

Initial Cost Estimate:

\$7,770,896

Final Completed Cost:

\$9,529,072

Project Name:

James Brown Reconstruction / PI# 0011419

Project Description:

The purpose of this project is to improve roadway capacity and safety by resurfacing, and reconstructing the existing curb and gutter, sidewalks, and storm sewer system

Construction Let Date:

November 2019

Construction Completion Date:

December 2021

Initial Cost Estimate:

\$6,101,207

Final Completed Cost:

\$5,272,701

Is the Project on the State Route System or does it tie to a State Route?

No

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

Report will be generated on a monthly basis that will include schedule and budget updates. Report will be submitted in PDF format.

The Local Government's procedures in place for contract payment validation.

Augusta, GA will follow its current Procurement rules and procedures for contract payment validation.

The Local Government's conflict of interest policy.

see attachment

TIA Local Delivery Application
Page 4

Complete the information below and submit to:

Kenneth Franks, State TIA Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, Georgia 30308

I hereby certify that I am a principle and duly authorized representative of

Augusta, Georgia, whose address is 452 Walker St., STE110,
Augusta, GA 30901.

LOCAL GOVERNMENT:


____ (Signature)

Director Engineering (Title)

01/13/2023 (Date)

Exhibit F**Sec. 1-1-27. Employee or public official conflict of interest, procurement prohibitions.**

Except as otherwise provided by law, it shall be unethical for any Augusta, Georgia employee or public official, as defined in AUGUSTA, GA CODE section 1-1-22(c)(8), to transact any business or participate directly or indirectly in any procurement contract when the conditions below apply. This prohibition applies at every level of procurement, including, but not limited to, prime contractors, sub-contractors (and every level of contracting below sub-contractors), suppliers, vendors, professional and consultant service providers. The procurement prohibitions provided in this section shall apply when the employee or public official knows that:

- (a) The employee or public official or any member of the employee's or public official's immediate family has a substantial interest or financial interest pertaining to the procurement contract; or
- (b) Any person, business, or organization, with whom the employee or public official (or any member of an employee's or public official's immediate family) is negotiating with for employment purposes (or has an arrangement concerning prospective employment), is involved in the procurement contract.

An employee or public official or any member of an employee's or public official's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

Augusta, Georgia Local Project Delivery Application

EXHIBIT A

BAND1 Project- Local Delivery

Daniel Field Airport-Airfield Improvements

PI No: 0017623

Regional Commission:

Central Savannah

Original Project

Budget: \$3,900,000

Regional Project ID:

RC07-0124

Type: Pavement

Rehabilitation

Current Project

Budget: \$3,900,000

County: Richmond

Project Progress Photos

Congressional

Band: 1:2023 to 2026

District: 12

Project Description: Removal of old, unnecessary airfield pavements including runway and taxiway shoulders and intersection radii. Fencing replacement to enhance safety and security improvements to runway 11/29.

APPENDIX B**CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of City of Augusta, Georgia, whose address is 452 Walker Street, Suite 110, Augusta, GA 30901, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Signature

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: City of Augusta

Contract No. and Name: IGTIA2301552
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

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 Public

My Commission Expires: _____

[NOTARY SEAL]

APPENDIX D

LOCAL GOVERNMENT RESOLUTION for the following Projects:

- 1) Daniel Field Airport - Airfield Improvements, P.I. 0017623**

Please replace this page with your authorizing resolution as required by the code section

O.C.G.A § 32-4-61. A county shall have the authority to contract as set forth in this part and in paragraph (1) of Code Section 32-4-42. Any contract for work on all or part of the county road system shall be in writing and shall be approved by resolution which shall be entered on the minutes of such county

SAMPLE RESOLUTION

STATE OF GEORGIA

CITY OF AUGUSTA

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of City of Augusta, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that [Name] as Commission Chairman and [Name], as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of City of Augusta.

Passed and adopted this the _____ day of _____, 20____.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

CITY OF AUGUSTA

I, [Name], as Clerk of Commission, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Commission Chairman and Board of Commissioners City of Augusta.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
CLERK OF

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

PR000366 DNL FIELD Construction Electrical & Threshold for Runways 5/23 & 11/29

This is the construction portion of the design grant (active now) for the airfield electrical upgrade and relocating thresholds on both runways. Since the FAA does not fund the crosswind runway 11/29, GDOT agreed to include the secondary runway in this project, funding that portion at 75% with a local match of 25%. This is why the local share is so high for this grant. Daniel Field is pursuing TIA funds for the local match since the airport has approved projects for the upcoming TIA program. Airport management is working with Dr. Malik to present this request to the board at the next TIA meeting scheduled for mid-August.

For now, the local match of \$227,500 will come from Daniel Field fund balance 552000000/3952110. EEO required: YES; EEO notified: NO

Start Date: 06/01/2023	End Date: 06/30/2024		
Submit Date: 07/22/2022	Department: 082	Daniel Field	Cash Match? Y
Total Budgeted Amount: 1,350,000.00	Total Funding Agency:	1,122,500.00	Total Cash Match: 227,500.00

Sponsor: GM0004	Fed Aviation Adm	
Sponsor Type: F	Federal	
Purpose: 19	Airport improvement	Flow Thru ID: GM0006 GDOT

Contacts

Type	ID	Name	Phone
I	GMI019	Shealy, Becky	(706) 733-1647

Approvals

Type	By	Date
FA	B SHEALY	07/22/2022

Dept. Signature: Becky Shealy
Grant Coordinator Signature: MdA 7/26/2022

- 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
 Finance Director

7-26-2022
 Date

X Approval conditional on match from TIA. Use of fund balance is not recommended at this time. dbw

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

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Thouser
 Administrator

7/26/22
 Date

*CS
7.26.22*

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.



Russell R. McMurry, P.E., Commissioner
 One Georgia Center
 600 West Peachtree NW
 Atlanta, GA 30308
 (404) 631-1990 Main Office

June 17, 2022

The Honorable Hardie Davis, Jr., Mayor
 Augusta-Richmond County
 535 Telfair St., Suite 200
 Augusta, GA 30901

Dear Mayor Davis:

The Department is pleased to announce a tentative allocation of federal and state funding assistance for the following projects at Daniel Field.

Project Description	Est. Total	Est. Fed-AIP	Est. Fed-BIL	Est. State	Est. Local
Displace Rwy 5-23 Threshold; Replace Lighting	\$550,000	\$325,000	\$170,000	\$27,500	\$27,500
Displace Rwy 11-29 Threshold; Replace Lighting	\$800,000	\$0.00	\$0.00	\$600,000	\$200,000
Project Totals	\$1,350,000	\$325,000	\$170,000	\$627,500	\$227,500

Please confirm, by letter, no later than **July 15, 2022**, your intent to proceed with and fund this project in the state's Fiscal Year 2023, which ends June 30, 2023. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. **This project will require matching funds from Augusta-Richmond County estimated in the amount of \$227,500.** This is a tentative allocation of funds, the actual contract amount will be based on competitive bids received to accomplish the project.

The Department has scheduled this project to be ready for contract in **January 2023**. Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Brian Walden has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's FY23 according to the agreed upon schedule
- Formal request for state funding assistance

Please contact Brian Walden, Aviation Project Manager, at (706) 339-0921 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer
Digitally signed by Leigh Ann Trainer
 cn=Leigh Ann Trainer, o=Georgia Department of Transportation, ou=Division of Intermodal, email=leigh.ann.trainer@dot.ga.gov, c=US

Leigh Ann Trainer, Assistant Director
 Division of Intermodal

cc: Greg Morris, State Transportation Board
 Steve Gay, Airport Manager
 Becky Shealy, VP Business Development



DANIEL FIELD AIRPORT

Dedicated—October 27, 1927

GENERAL AVIATION COMMISSION

AIRPORT MANAGER

1775 HIGHLAND AVE.
AUGUSTA, GA 30904
(706) 733-1647

March 21, 2022

Hameed Malik, Ph.D., P.E.
Director Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, Georgia 30901

via email to HMalik@augustaga.gov

**Re: Daniel Field Airport | DNL
Transportation Improvement Act (TIA) Program
Justification for Earlier Letting**

Dear Dr. Malik:

We appreciate the opportunity to work with you and your staff again on TIA-funded projects at Daniel Field Airport. These funds are pivotal for enhancing safety, efficiency, and sustainability for the entire airfield.

Airfield Improvements in Band One at \$3.9 million will be a multi-year, multi-phased project to significantly increase airfield safety and pavement integrity, primarily on our crosswind runway, Runway 11/29, for which we do not receive federal funding to maintain.

We respectfully request this project be advanced for letting from January 2025 to June 2023. Allowing these projects to advance earlier in Band One will preclude potential operational impacts to the runway system and construction cost escalations of waiting until 2025. We further expect to request state Airport Aid funds to augment this project, providing additional leverage and value to this considerable TIA program.

Commercial Hangar Development in Band Two at \$2.6 million will be a significant contribution to Daniel Field's ability to attract new aviation or aerospace businesses, jobs, and economic impact to the region, and boost the airport's capacity to generate self-sustaining revenue.

If funding and other TIA program priorities allow, we also request this project be moved for letting from January 2028 to January 2027. All enabling projects for the hangar development will be complete by 2026 and advancing this project will allow for revenue generation sooner. We'd also like to avoid construction cost escalations.

Thank you for your continued support of Daniel Field and we welcome any questions you have about our projects.

Blue skies,

Becky Shealy
Manager, Daniel Field Airport

Invitation to Bid

Sealed bids will be received at this office until **Wednesday, March 22, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **840 8786 0935**; Passcode: **427777** for furnishing:

Bid Item #23-150 Construction - Airfield Electrical System Upgrade for Runways 5/23 & 11/29 for Augusta, GA – Daniel Field Airport

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are \$200.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through **Augusta Blueprint (706 722-6488)** beginning **Thursday, February 9, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Pre-Bid Conference will be held on Monday, March 6, 2023 @ 10:00 a.m. Via Zoom – Meeting ID: 810 6829 6017; Passcode: 499016. Optional Site Visit will be held on Wednesday, March 8, 2023; please contact Becky Shealy at (706) 339-6960 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, March 9, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No proposal may be withdrawn for a period of ninety (90) days after BIDs have been opened, pending the execution of contract with the successful vendor. **A 10% Bid Bond is required. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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


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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 9, 16, 23, 2023 and March 2, 2023
Metro Courier February 9, 2023

Revised: 2/19/2016

<div>  <div> <div>Bid Opening Item #23-150</div> <div>Construction - Airfield Electrical System Upgrade for Runways 5/23 & 11/29</div> <div>for Augusta, GA – Daniel Field Airport</div> <div>Bid Date: Tuesday, March 28, 2023 @ 3:00 p.m.</div> </div> </div>										
<div> <div>Total Number Specifications Mailed Out: 18</div> <div>Total Number Specifications Download (Demandstar): 9</div> <div>Total Electronic Notifications (Demandstar): 217</div> <div>Georgia Procurement Registry: 1350</div> <div>Total Packages Submitted: 3</div> <div>Total Noncompliant: 1</div> </div>										
Vendors	Attachment "B"	Addendum 1-2	E-Verify Number	SAVE Form	Bid Bond	Base Bid	Taxiway C Lighting	Taxiway A Lighting	Additive Bid	Compliance Review 8.48%
TCA Electrical Contractor, INC 2209 Leslie Lock Road Tifton, GA 31793	Yes	Yes	135396	Yes	Yes	\$402,690.00	\$234,700.00	\$216,950.00	\$150,150.00	Yes
Precision Approach, LLC 874 Harmon Road Eatonton, GA 31024	Yes	Yes	56279	Yes	Yes	\$1,336,333.00	\$601,728.00	\$732,041.00	\$411,934.00	Yes
Immaculate Facilities Group, LLC 630 Ellis Street, 2C Augusta, GA 30901	Yes	Yes	570929	Yes	Yes	\$844,656.71	\$633,492.53	\$316,746.27	\$316,946.27	Non-Compliant

AUGUSTA, GEORGIA**DANIEL FIELD AIRPORT | DNL****CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29****CERTIFIED BID TABULATION**

Bids Opened 28 March 2023 3:00 PM EDT



CONTRACTOR	BID AMOUNT(S)		REMARKS
T.C.A. Electrical Contractors, Inc.	BASE BID (RWY 05-23) BASE BID (TWY C) ADDITIVE (RWY 11-29) ADDITIVE (TWY A) TOTAL:	\$402,690.00 \$234,700.00 \$216,950.00 \$150,150.00 \$1,004,490.00	DBE GOAL - COMPLIANT
Precision Approach, LLC	BASE BID (RWY 05-23) BASE BID (TWY C) ADDITIVE (RWY 11-29) ADDITIVE (TWY A) TOTAL:	\$1,336,333.00 \$601,728.00 \$732,041.00 \$411,934.00 \$3,082,036.00	DBE GOAL - COMPLIANT
Immaculate Facilities Group, LLC	—	—	Deemed non-responsive by Augusta Compliance Department

AUGUSTA, GEORGIA

DANIEL FIELD AIRPORT | DNL

CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29

CERTIFIED BID TABULATION

Bids Opened 28 March 2023 3:00 PM EDT



CONTRACTOR	ATTACHMENT B notarized	BID PROPOSAL INCLUDING BID SCHEDULE	ACKNOWLEDG EMENT OF ADDENDA	SAVE PROGRAM	BID BOND	BUY AMERICAN CERT.	DBE (goal 8.48%)	Confirm that DBE is certified	CONTRACTOR QUALIFICATION STATEMENT	E-VERIFY	BID AMOUNT(S)		REMARKS
T.C.A. Electrical Contractors, Inc.	X	X	X	X	10%	X	8.48%	X	X	att B	BASE BID (RWY 05-23) BASE BID (TWY C) ADDITIVE (RWY 11-29) ADDITIVE (TWY A) TOTAL:	\$402,690.00 \$234,700.00 \$216,950.00 \$150,150.00 \$1,004,490.00	GVSM ELECTRICAL, LLC - DBE SUPPLIER DBE - 8.48% (60% FOR SUPPLIERS) BIDDER'S LIST COLLECTION FORM (DBE) NOT FILLED OUT
Precision Approach, LLC	X	X	X	X	10%	X	8.48%	X	X	att B	BASE BID (RWY 05-23) BASE BID (TWY C) ADDITIVE (RWY 11-29) ADDITIVE (TWY A) TOTAL:	\$1,336,333.00 \$601,728.00 \$732,041.00 \$411,934.00 \$3,082,036.00	BULLZEYE EQUIPMENT AND SUPPLY - DBE SUPPLIER DBE 8.48%

I HEREBY CERTIFY THAT THE ABOVE IS TRUE & CORRECT SUMMARY OF BIDS RECEIVED

Tim Fredlund, PE, Principal Engineer
MaesAwyr, LLC

AUGUSTA, GEORGIA

DANIEL FIELD AIRPORT | DNL

CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29

CERTIFIED BID TABULATION

Bids Opened 28 March 2023 3:00 PM EDT



					Engineer's Estimates (GMC)		T.C.A. Electrical Contractors, Inc.		Precision Approach, LLC	
Item	Spec. No.	Description	Quantity	U/M	Est unit price	Total est price	Unit Price	Total	Unit Price	Total
BASE BID - RUNWAY LIGHTING 05-23 (DISPLACED THRESHOLD)										
1.	C-101	MOBILIZATION	1	LS	\$35,000.00	\$35,000.00	\$32,000.00	\$32,000.00	\$132,733.00	\$132,733.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$27,500.00	\$27,500.00
4.	L-108-5.1	TRENCHING	12,500	LF	\$3.00	\$37,500.00	\$1.20	\$15,000.00	\$2.00	\$25,000.00
5.	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	15,000	LF	\$2.50	\$37,500.00	\$1.00	\$15,000.00	\$2.50	\$37,500.00
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	12,500	LF	\$3.00	\$37,500.00	\$1.00	\$12,500.00	\$2.50	\$31,250.00
7.	L-108-5.4	NO. 12 AWG, 600V, TYPE THHN, INSTALLED IN CONDUIT	2,500	LF	\$2.50	\$6,250.00	\$0.60	\$1,500.00	\$2.10	\$5,250.00
8.	L-109-7.1	INSTALLATION OF EQUIPMENT WITHIN AN EXISTING VAULT WITH NEW ELECTRICAL SERVICE	1	EA	\$85,000.00	\$85,000.00	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00
9.	L-109-7.2	L-828 4KW CONSTANT CURRENT REGULATOR	1	EA	\$7,500.00	\$7,500.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00
10.	L-109-7.5	L-828 15 kW CONSTANT CURRENT REGULATOR	1	EA	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00
11.	L-109-7.6	VAULT LIGHTING & POWER (NEW POWER & LGT CONTROL PNLS)	1	EA	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$55,000.00	\$55,000.00
12.	L-110-5.1	DIRECTIONAL BORING, 2-WAY 2-INCH POLYETHYLENE CONDUIT	300	LF	\$25.00	\$7,500.00	\$25.00	\$7,500.00	\$67.00	\$20,100.00
13.	L-110-5.2	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 1-INCH	3,000	LF	\$4.00	\$12,000.00	\$1.20	\$3,600.00	\$10.00	\$30,000.00
14.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
15.	L-110-5.4	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 4-INCH	500	LF	\$10.00	\$5,000.00	\$15.00	\$7,500.00	\$42.00	\$21,000.00
16.	L-115-5.1	ELECTRICAL MANHOLE, INSTALLED	30	EA	\$1,500.00	\$45,000.00	\$800.00	\$24,000.00	\$11,000.00	\$330,000.00
17.	L-125-5.1	EXISTING BASE-MOUNTED RUNWAY EDGE LIGHT	9	EA	\$125.00	\$1,125.00	\$200.00	\$1,800.00	\$750.00	\$6,750.00
18.	L-125-5.2	EXISTING STAKE-MOUNTED RUNWAY EDGE LIGHT	59	EA	\$125.00	\$7,375.00	\$100.00	\$5,900.00	\$350.00	\$20,650.00
19.	L-125-5.5	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	9	EA	\$125.00	\$1,125.00	\$300.00	\$2,700.00	\$1,500.00	\$13,500.00
20.	L-125-5.6	EXISTING REIL LIGHT, REMOVED	1	EA	\$250.00	\$250.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
21.	L-125-5.7	EXISTING PAPI 2-BOX UNITS, REMOVED	2	EA	\$250.00	\$500.00	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
22.	L-125-5.8	L-861 (MIRL LED), BASE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	20	EA	\$1,300.00	\$26,000.00	\$550.00	\$11,000.00	\$2,300.00	\$46,000.00
23.	L-125-5.8	L-861E (MIRL LED), BASE MOUNTED RUNWAY THRESHOLD/END LIGHT, INSTALLED	32	EA	\$1,300.00	\$41,600.00	\$600.00	\$19,200.00	\$2,400.00	\$76,800.00
24.	L-125-5.9	L-861 (MIRL LED), STAKE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	16	EA	\$1,300.00	\$20,800.00	\$850.00	\$13,600.00	\$1,500.00	\$24,000.00
25.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	2	EA	\$4,200.00	\$8,400.00	\$3,900.00	\$7,800.00	\$7,500.00	\$15,000.00
26.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	7	EA	\$5,400.00	\$37,800.00	\$4,500.00	\$31,500.00	\$8,000.00	\$56,000.00
27.	L-125-5.14	L-867 JUNCTION BASE CAN, INSTALLED	70	EA	\$950.00	\$66,500.00	\$730.00	\$51,100.00	\$1,000.00	\$70,000.00
28.	L-125-5.15	L-849E(L) REILS, INSTALLED	4	EA	\$5,000.00	\$20,000.00	\$7,800.00	\$31,200.00	\$25,000.00	\$100,000.00
29.	L-125-5.16	L-881 STYLE B PAPI 2-BOX UNITS, INSTALLED	2	EA	\$15,000.00	\$30,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$60,000.00
30.	T-901-5.1	SEEDING	0.6	AC	\$3,000.00	\$1,800.00	\$2,000.00	\$1,200.00	\$12,000.00	\$7,200.00
31.	T-908-5.1	MULCHING	2,650	SY	\$3.00	\$7,950.00	\$0.60	\$1,590.00	\$4.00	\$10,600.00
TOTAL BASE BID RUNWAY LIGHTING 05-23						\$659,475.00		\$402,690.00		\$1,336,333.00

AUGUSTA, GEORGIA

DANIEL FIELD AIRPORT | DNL

CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29

CERTIFIED BID TABULATION

Bids Opened 28 March 2023 3:00 PM EDT



					Engineer's Estimates (GMC)		T.C.A. Electrical Contractors, Inc.		Precision Approach, LLC	
Item	Spec. No.	Description	Quantity	U/M	Est unit price	Total est price	Unit Price	Total	Unit Price	Total
BASE BID - TAXIWAY D LIGHTING (ADJACENT TO 05-23)										
1.	C-101	MOBILIZATION	1	LS	\$21,500.00	\$21,500.00	\$500.00	\$500.00	\$60,028.00	\$60,028.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$9,000.00	\$9,000.00	\$500.00	\$500.00	\$15,000.00	\$15,000.00
4.	L-108-5.1	TRENCHING	15,000	LF	\$3.00	\$45,000.00	\$1.20	\$18,000.00	\$2.00	\$30,000.00
5.	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	18,000	LF	\$2.50	\$45,000.00	\$1.00	\$18,000.00	\$2.50	\$45,000.00
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	15,000	LF	\$3.00	\$45,000.00	\$1.00	\$15,000.00	\$2.50	\$37,500.00
7.	L-109-7.1	INSTALLATION OF EQUIPMENT WITHIN AN EXISTING VAULT WITH NEW ELECTRICAL SERVICE	0	EA	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.	L-109-7.2	L-828 4KW CONSTANT CURRENT REGULATOR	1	EA	\$7,500.00	\$7,500.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00
9.	L-109-7.4	L-828 10kW CONSTANT CURRENT REGULATOR	1	EA	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00
10.	L-110-5.1	DIRECTIONAL BORING, 1-WAY 2-INCH POLYETHYLENE CONDUIT	0	LF	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-IN	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
12.	L-125-5.3	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHT	25	EA	\$125.00	\$3,125.00	\$200.00	\$5,000.00	\$500.00	\$12,500.00
13.	L-125-5.4	EXISTING STAKE-MOUNTED TAXIWAY EDGE LIGHT, REMOVED	73	EA	\$100.00	\$7,300.00	\$100.00	\$7,300.00	\$300.00	\$21,900.00
14.	L-125-5.5	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	12	EA	\$500.00	\$6,000.00	\$300.00	\$3,600.00	\$1,500.00	\$18,000.00
15.	L-125-5.10	L-861T (MITL LED), BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	32	EA	\$1,000.00	\$32,000.00	\$300.00	\$9,600.00	\$2,200.00	\$70,400.00
16.	L-125-5.11	L-861T (MITL LED), STAKE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	68	EA	\$650.00	\$44,200.00	\$700.00	\$47,600.00	\$1,300.00	\$88,400.00
17.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	6	EA	\$4,200.00	\$25,200.00	\$3,900.00	\$23,400.00	\$7,500.00	\$45,000.00
18.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	6	EA	\$5,400.00	\$32,400.00	\$4,500.00	\$27,000.00	\$8,000.00	\$48,000.00
19.	L-125-5.14	L-867 JUNCTION BASE CAN	40	EA	\$950.00	\$38,000.00	\$730.00	\$29,200.00	\$1,000.00	\$40,000.00
20.	T-901-5.1	SEEDING	1	AC	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00
21.	T-908-5.1	MULCHING	2,500	SY	\$3.00	\$7,500.00	\$0.60	\$1,500.00	\$4.00	\$10,000.00
TOTAL BASE BID TAXIWAY D LIGHTING						\$406,725.00		\$234,700.00		\$601,728.00
TOTAL BASE BID (RUNWAY 05-23 AND TAXIWAY D)						\$1,066,200.00		\$637,390.00		\$1,938,061.00

AUGUSTA, GEORGIA

DANIEL FIELD AIRPORT | DNL

CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29

CERTIFIED BID TABULATION

Bids Opened 28 March 2023 3:00 PM EDT



					Engineer's Estimates (GMC)		T.C.A. Electrical Contractors, Inc.		Precision Approach, LLC	
Item	Spec. No.	Description	Quantity	U/M	Est unit price	Total est price	Unit Price	Total	Unit Price	Total
ADDITIVE BID - RUNWAY LIGHTING 11-29										
1.	C-101	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$73,141.00	\$73,141.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$31,500.00	\$31,500.00
4.	L-108-5.1	TRENCHING	15000	LF	\$3.00	\$45,000.00	\$1.20	\$18,000.00	\$2.00	\$30,000.00
5.	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	20000	LF	\$2.50	\$50,000.00	\$1.00	\$20,000.00	\$2.50	\$50,000.00
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	15000	LF	\$3.00	\$45,000.00	\$1.00	\$15,000.00	\$2.50	\$37,500.00
7.	L-109-7.3	L-828 7.5 kW CONSTANT CURRENT REGULATOR	1	EA	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00	\$16,500.00	\$16,500.00
8.	L-110-5.1	DIRECTIONAL BORING, 1-WAY 2-INCH POLYETHYLENE CONDUIT	0	LF	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-INCH	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
10.	L-115-5.1	ELECTRICAL MANHOLE, INSTALLED	12	EA	\$1,500.00	\$18,000.00	\$800.00	\$9,600.00	\$11,000.00	\$132,000.00
11.	L-125-5.1	EXISTING BASE-MOUNTED RUNWAY EDGE LIGHT	44	EA	\$125.00	\$5,500.00	\$200.00	\$8,800.00	\$750.00	\$33,000.00
12.	L-125-5.2	EXISTING STAKE-MOUNTED RUNWAY EDGE LIGHT	22	EA	\$125.00	\$2,750.00	\$100.00	\$2,200.00	\$350.00	\$7,700.00
13.	L-125-5.5	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	4	EA	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$1,500.00	\$6,000.00
14.	L-125-5.6	EXISTING REIL LIGHT, REMOVED	2	EA	\$250.00	\$500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00
15.	L-125-5.8	L-861 (MIRL LED), BASE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	12	EA	\$1,300.00	\$15,600.00	\$550.00	\$6,600.00	\$2,300.00	\$27,600.00
16.	L-125-5.8	L-861E (MIRL LED), BASE MOUNTED RUNWAY THRESHOLD/END LIGHT, INSTALLED	32	EA	\$1,200.00	\$38,400.00	\$600.00	\$19,200.00	\$2,400.00	\$76,800.00
17.	L-125-5.9	L-861 (MIRL LED), STAKE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	22	EA	\$1,300.00	\$28,600.00	\$850.00	\$18,700.00	\$1,500.00	\$33,000.00
18.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	1	EA	\$4,200.00	\$4,200.00	\$3,900.00	\$3,900.00	\$7,500.00	\$7,500.00
19.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	3	EA	\$5,400.00	\$16,200.00	\$4,500.00	\$13,500.00	\$8,000.00	\$24,000.00
20.	L-125-5.14	L-867 JUNCTION BASE CAN	50	EA	\$950.00	\$47,500.00	\$730.00	\$36,500.00	\$1,000.00	\$50,000.00
21.	L-125-5.15	L-849E(L) REILS, INSTALLED	2	EA	\$5,000.00	\$10,000.00	\$7,800.00	\$15,600.00	\$25,000.00	\$50,000.00
22.	T-901-5.1	SEEDING	0.4	AC	\$3,000.00	\$1,200.00	\$2,000.00	\$800.00	\$12,000.00	\$4,800.00
23.	T-908-5.1	MULCHING	1250	SY	\$3.00	\$3,750.00	\$0.60	\$750.00	\$4.00	\$5,000.00
TOTAL ADDITIVE BID RUNWAY LIGHTING 11-29						\$406,700.00		\$216,950.00		\$732,041.00

AUGUSTA, GEORGIA

DANIEL FIELD AIRPORT | DNL

CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29

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					Engineer's Estimates (GMC)		T.C.A. Electrical Contractors, Inc.		Precision Approach, LLC	
Item	Spec. No.	Description	Quantity	U/M	Est unit price	Total est price	Unit Price	Total	Unit Price	Total
ADDITIVE BID - TAXIWAY A LIGHTING (ADJACENT TO 11-29)										
1.	C-101	MOBILIZATION	1	LS	\$21,500.00	\$21,500.00	\$500.00	\$500.00	\$41,634.00	\$41,634.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$12,000.00	\$12,000.00
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$9,000.00	\$9,000.00	\$500.00	\$500.00	\$24,000.00	\$24,000.00
4.	L-108-5.1	TRENCHING	15000	LF	\$3.00	\$45,000.00	\$1.20	\$18,000.00	\$2.00	\$30,000.00
5.	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	20,000	LF	\$2.50	\$50,000.00	\$1.00	\$20,000.00	\$2.50	\$50,000.00
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	15,000	LF	\$3.00	\$45,000.00	\$1.00	\$15,000.00	\$2.50	\$37,500.00
7.	L-109-7.3	L-828 7.5 kW CONSTANT CURRENT REGULATOR	1	EA	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00	\$16,500.00	\$16,500.00
8.	L-110-5.1	DIRECTIONAL BORING, 1-WAY 2-INCH POLYETHYLENE CONDUIT	0	LF	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-IN	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
10.	L-125-5.3	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHT	20	EA	\$125.00	\$2,500.00	\$200.00	\$4,000.00	\$500.00	\$10,000.00
11.	L-125-5.4	EXISTING STAKE-MOUNTED TAXIWAY EDGE LIGHT, REMOVED	42	EA	\$100.00	\$4,200.00	\$100.00	\$4,200.00	\$300.00	\$12,600.00
12.	L-125-5.5	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	4	EA	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$1,500.00	\$6,000.00
13.	L-125-5.10	L-861T (MITL LED), BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	20	EA	\$1,000.00	\$20,000.00	\$300.00	\$6,000.00	\$2,200.00	\$44,000.00
14.	L-125-5.11	L-861T (MITL LED), STAKE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	42	EA	\$650.00	\$27,300.00	\$700.00	\$29,400.00	\$1,300.00	\$54,600.00
15.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	3	EA	\$4,200.00	\$12,600.00	\$3,900.00	\$11,700.00	\$7,500.00	\$22,500.00
16.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	1	EA	\$5,400.00	\$5,400.00	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00
17.	L-125-5.14	L-867 JUNCTION BASE CAN	25	EA	\$950.00	\$23,750.00	\$730.00	\$18,250.00	\$1,000.00	\$25,000.00
18.	T-901-5.1	SEEDING	0.3	AC	\$3,000.00	\$900.00	\$2,000.00	\$600.00	\$12,000.00	\$3,600.00
19.	T-908-5.1	MULCHING	2,000	SY	\$3.00	\$6,000.00	\$0.60	\$1,200.00	\$4.00	\$8,000.00
TOTAL ADDITIVE BID - TAXIWAY A LIGHTING						\$714,350.00		\$150,150.00		\$411,934.00
TOTAL ADDITIVE BID - RUNWAY LIGHTING 11-29 AND TAXIWAY A LIGHTING						\$1,121,050.00		\$367,100.00		\$1,143,975.00
BASE BID+ADDITIVE BID						\$2,187,250.00		\$1,004,490.00		\$3,082,036.00

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE & CORRECT SUMMARY OF BIDS RECEIVED.

Tim Fredlund, PE, Principal Engineer
MaesAwyr, LLC

State of Georgia UCP Directory

Processed on: Mar-29-2023 03:52 PM

Business Name	Vendor Number	Contact	Fax	Phone	Address	Address Line 2	City	State	Zip Code	Email	Certification Type	Certification Entity	NAICS
BULLZEYE EQUIPMENT AND SUPPLY, INC	00000000013832	Ms. KRISTIE COLLINS	(843)899-4001	(843)899-4001	P.O. BOX 484		MONCKS CORNER	SC	29461	kcollins@bullzeeyequipment.com	Disadvantaged Business Enterprise (DBE)	MAR	23831, 42321, 42339, 42344, 42345, 42371, 42382, 42383, 42384, 42385, 42399, 42411, 42412, 532412

Business Name is equal to BULLZEYE EQUIPMENT AND SUPPLY, INC

State of Georgia UCP Directory

Processed on: Mar-29-2023 03:53 PM

Business Name	Vendor Number	Contact	Fax	Phone	Address	Address Line 2	City	State	Zip Code	Email	Certification Type	Certification Entity	NAICS
GVSM ELECTRICAL, LLC	00000000015577	Ms. VERONICA RILEY		(404)713-1825	5756 GLYNN FOREST DRIVE		NORCROSS	GA	30093	gvsmelectrical@gmail.com	Disadvantaged Business Enterprise (DBE)	GDOT	42512

Business Name is equal to GVSM ELECTRICAL, LLC



Compliance Department

**Phyllis Johnson
Compliance Director**

MEMORANDUM

To: Becky Shealy, Daniel Field Airport
Steven Gay, Daniel Field Airport
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department *PJ*

Date: March 29, 2023

Subject: Bid Item # 23-150 – Construction – Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA – Daniel Field Airport

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

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **TCA Electrical Contractors, Inc.** The Augusta, Georgia DBE Program for U.S. DOT – FAA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-150 – Construction – Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA – Daniel Field Airport for Augusta, Georgia, is **8.48%**. The bidder/offeror has committed to a minimum of **8.48%** and did submit the required forms, is responsive, and has satisfied the good faith efforts.

This bidder/offeror is eligible for award.

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

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




Compliance Department

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Becky Shealy, Daniel Field Airport
Steven Gay, Daniel Field Airport
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department 

Date: March 29, 2023

Subject: Bid Item # 23-150 – Construction – Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA – Daniel Field Airport

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

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Precision Approach, LLC**. The Augusta, Georgia DBE Program for U.S. DOT – FAA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-150 – Construction – Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA – Daniel Field Airport for Augusta, Georgia, is **8.48%**. The bidder/offeror has committed to a minimum of **8.48%** and did submit the required forms, is responsive, and has satisfied the good faith efforts.

This bidder/offeror is eligible for award.

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


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



Compliance Department

Phyllis Johnson
Compliance Director

MEMORANDUM

To: Becky Shealy, Daniel Field Airport
Steven Gay, Daniel Field Airport 
Geri Sams, Director, Procurement Department

From: Phyllis Johnson, Director, Compliance Department

Date: March 29, 2023

Subject: Bid Item # 23-150 – Construction – Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA – Daniel Field Airport

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

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Immaculate Facilities Group, LLC**. The Augusta, Georgia DBE Program for U.S. DOT – FAA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-150 – Construction – Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA – Daniel Field Airport for Augusta, Georgia, is **8.48%**. The bidder/offer has not met the minimum participation and has approximately **0%** utilization. In addition, the bidder/offeror did not all of the required forms or submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The proposer/offerer provided the "Letter of Intent" indicating an intent to use Tom Jackson and Associates LLC. After a review of GDOT's directory of certified DBE firms, Tom Jackson and Associates LLC is not a certified DBE in the state of GA. Additionally, the proposer/offerer did not submit the required "Utilization Statement" nor the GFE form and supporting documents. As this is project is Federally Funded, DBE utilization applies and is required unless the burden of proof is met with regard to GFE.

The bidder/offeror has not satisfied good faith efforts and is non-compliant with requirements of the DBE regulation; therefore, this bidder is not eligible for award.

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

Directory of Prequalified Contractors and Registered Subcontractors

Item 6.

Processed On: Mar-29-2023 03:03

2TC050

TCA ELECTRICAL CONTRACTORS, INC.

M HAROLD BENNETT

Prequalified

Shipping Address: 2209 LESLIE LOCKE RD. TIFTON, GA 31793

Mailing Address: 2209 LESLIE LOCKE RD. TIFTON, GA 31793

Phone Number: (229)387-7097

Fax Number: (229)387-7191

Email: phyllis@tcatifton.com

Prequalification Expiration Date:Mar-31-2024

Work Class:441 - MISCELLANEOUS CONCRETE

Work Class:664 - ELECTRICAL DISTRIBUTION

Work Class:680 - LIGHTING STANDARDS AND LUMINAIRES

State of Georgia UCP Directory

Processed on: Mar-29-2023 03:48 PM

Business Name	Vendor Number	Contact	Fax	Phone	Address	Address Line 2	City	State	Zip Code	Email	Certification Type	Certification Entity	NAICS
GVSM ELECTRICAL, LLC	00000000015577	Ms. VERONICA RILEY		(404)713-1825	5756 GLYNN FOREST DRIVE		NORCROSS	GA	30093	gvsmelectrical@gmail.com	Disadvantaged Business Enterprise (DBE)	GDOT	42512

Business Name is equal to **GVSM ELECTRICAL, LLC**

Augusta Blueprint & Microfilm, Inc.

#23-150 Construction - Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA - Daniel Field Airport

Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	Construct Connect			X	3825 Edwards Road 800 OH 45209 lori.demko@constructconnect.com	Suite Cincinnati, 513-458-8690	866-570-8187
2	Precision Approach, LLC		X		874 Harmony Road Eatonton, GA 31024 srgreen@precisionapproach.org	706-485-7201	
3	Trinity Electrical Services, Inc.			X	2311 Golden Isles West Baxley, GA 31513 Trinity.Electrical@att.net	412-339-2502	
4	Hypower		X		5913 NW 31 Avenue Ft. Lauderdale, FL 33309 dvalentine@hypowerinc.com	954-914-1404	
5	Dodge Construction Network			X	2860 S. State Highway 161 160 #501 Prairie, TX 75052 darlene.baker-mann@construction.com	Suite Grand 844-326-3826	609-336-2767
6	Southeast Site Services, LLC			X	117 Industrial Blve Suite G Gray, GA 31032 mbragg@southeastiteservices.com	706-713-6460	478-986-9989
7	Immaculate Facilities Group			X	117 Industrial Blve Suite G Gray, GA 31032 dthornton@vlineservices.com	706-439-9535	
8	TCA Electrical Contractors, Inc			X	2209 Leslie Locke Road GA 31793 freddie@tcattifton.com	Tifton, 229-387-7097	229-387-7191

Item 6.

ALLEN ENTERPRISES, INC.
ADB SAFEGATE; AIRPORT LIGHTING
EQUIPMENT SALES
5659 COMMERCE DRIVE, SUITE 100
ORLANDO, FL 32839-2969

O'CONNELL ELECTRIC CO.
400 SYSTEMS ROAD
ROCHESTER, NY 14623

WALKER & WHITESIDE, INC.
10 RAMSEUR CT.
GREENVILLE, SC 29607

AIRPORT LIGHTING COMPANY
108 FAIRGROUNDS DRIVE
MANLIUS, NY 13104-2416

HEBBARD ELECTRIC
2225 NORTH LEG ROAD
AUGUSTA, GA 30909

CARTER ELECTRICAL
3940 WASHINGTON RD.
AUGUSTA, GA 30907

SOUTHEAST SITE SERVICES
ATTN: JESSE ANNIS
P.O. BOX 1315
GRAY, GA 31032

S & R ELECTRICAL
513 SKYVIEW DR.
AUGUSTA, GA 30901

AUBREY SILVEY ENTERPRISES, INC.
ATTN: SCOTT BARRETT
917 ALABAMA AVE. S
BREMEN, GA 30110

NEWSOME ELECTRICAL
CONSTRUCTION
3317 PERKINS RD
AUGUSTA, GA 30906

CHATTAHOOCHEE VALLEY
INSTALLATIONS
2459 HILTON CT SUITE A
GAINESVILLE, GA 30501

RL WILEY
4144 WHEELER RD.
AUGUSTA, GA 30907

TCA ELECTRICAL
ATTN: HAROLD BENNETT
2209 LESLIE LOCKE RD.
TIFTON, GA 31794

PRECISION APPROACH LLC
874 HARMONY ROAD
EATONTON, GA 31024

PELICAN ELECTRICAL GROUP, INC
251 DOUGLAS ROAD EAST
OLDSMAR, FLORIDA 34677-2946
Returned

TRINITY ELECTRICAL SERVICES, INC.
2209 GOLDEN ISLES WEST
BAXLEY, GA 31513

HYPOWER
5913 NW 31ST AVE.
FORT LAUDERDALE, FL 33309

RESA POWER
211 EAST BLVD
CHARLOTTE, NC 28203

BECKY SHEALY
DANIEL FIELD

STEVE GAY
DANIEL FIELD

PHYLLIS MILLS JOHNSON
COMPLIANCE DEPARTMENT

BID ITEM 23-150
CONSTRUCTION -AIRFIELD
ELECTRICAL UPGRADE FOR RUNWAYS
5-23 & 11-29 FOR AUGUSTA, GA-DANIEL
FIELD AIRPORT
MAILED: 02/09/23

BID ITEM 23-150
CONSTRUCTION -AIRFIELD
ELECTRICAL UPGRADE FOR
RUNWAYS 5-23 & 11-29 FOR
AUGUSTA, GA-DANIEL FIELD
AIRPORT
BID DUE: WED. 03/22/23 @ 3:00 P.M.

Planholders

Add Supplier

Export To Excel

Supplier (11)

Supplier	Download Date
Allen Enterprises	02/17/2023
Avcon, Inc.	02/13/2023
Cardinal Intl Grooving & Grinding LLC	02/16/2023
ConstructConnect	03/14/2023
Dodge Data	02/12/2023
Hypower, Inc.	02/17/2023
Immaculate Facilities Group LLC	02/21/2023
Kelly's Clearing, LLC	02/13/2023
Lumacurve Airfield Signs	03/24/2023
Multi Electric Mfg.	02/14/2023
Onvia, Inc. - Content Department	02/16/2023

Add Supplier

Supplier Details

Supplier Name	Allen Enterprises
Contact Name	Bob Welter
Address	PO Box 560384 , Orlando, FL 32856
Email	bob@airportlights.com
Phone Number	407-857-6778

Documents

Filename	Type	Action
23-150_ITB	Bid Document / Specifications	View History

23-150_ADD1

Addendum

[View](#)
[History](#)

Item 6.

23-150_ADD2

Addendum

[View](#)
[History](#)

rand construction corporation 2023-02-10	aggriffin@randcc.com Griffin, Anna	N	NOM
rohadfox Construction Control Services C 2023-02-10	debra.james@rccsc.net James, Debra	Y	AFA
rohadfox Construction Control Services C 2023-02-10	rccsc@rccsc.net Rohadfox, Rebekah J.		

ETHNIC GROUP	COUNT
African American	75
Asian American	12
Native American	5
Hispanic/Latino	1
Pacific Island/American	2
Non Minority	574
Not Classified	0
Total Number of Vendors	669
Total Number of Contacts	1350

[PR_bid_email_list](#)



Public Services Committee Meeting

Meeting Date: April 11, 2023

Airline Operating Agreement and Terminal Building Lease with American Airlines

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve the Airline Operating Agreement and Terminal Building Lease with American Airlines. Approved by the Augusta Aviation Commission on March 30, 2023.
Background:	<p>The two incumbent airlines at AGS have been operating under an agreement since 2013. The term of the most recent agreement (2018) was for five years. Both airlines operate under the same agreement with the same terms.</p> <p>The preference is to have both airlines on the same leasing schedule. Both airlines have agreed to a new agreement with a three (3) year term with one two (2) year option for renewal. Airport and airline staff have developed a mutually agreeable contract.</p>
Analysis:	The agreement will protect the interests of the Airport and is mutually agreeable to both parties.
Financial Impact:	This is a money in / receivables action for the Airport. The agreement encompasses various lease, operating, and privileges fees (rates & charges) the commercial airlines pay to operate at the Augusta Regional Airport.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on March 30, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AIRLINE OPERATING AGREEMENT
AND
TERMINAL BUILDING LEASE

FOR

THE AUGUSTA REGIONAL AIRPORT

BETWEEN THE

AUGUSTA REGIONAL AIRPORT AVIATION
COMMISSION

AUGUSTA, GEORGIA

AND

AMERICAN AIRLINES, INC**

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LIST OF EXHIBITS

- Exhibit A – Airport Boundaries
- Exhibit B – Airport Cost Centers
- Exhibit C – Terminal Building Drawings and Leasehold Square Footages
- Exhibit D – Rentals and Fees
- Exhibit E – Responsibilities of Commission and Airline for Operation and Maintenance of Terminal Building
- Exhibit F – Augusta Regional Airport Monthly Activity Report

**AIRLINE OPERATING AGREEMENT
AND TERMINAL BUILDING LEASE
AUGUSTA REGIONAL AIRPORT**

This **AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE**, hereinafter referred to as the "Agreement," made and entered into this 23rd day of February, 2023, by and between Augusta, Georgia, a political subdivision of the State of Georgia, by and through the Augusta Aviation Commission, hereinafter referred to as the "Aviation Commission" and American Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Georgia hereinafter referred to as "Airline".

W I T N E S S E T H

WHEREAS, the Aviation Commission is operator of the Augusta Regional Airport ("Airport") located in Augusta, Georgia and has the right to lease portions of such Airport and to grant operating privileges thereon subject to the terms and conditions hereinafter set forth; and

WHEREAS, Airline is a corporation primarily engaged in the business of providing Air Transportation with respect to persons, cargo, and mail; and

WHEREAS, both the Aviation Commission and Airline desire to enter into this Agreement to set forth the rights, privileges, and obligations of both parties and to facilitate the development, promotion, and improvement of air commerce; and

WHEREAS, the Aviation Commission has the power and authority to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Aviation Commission and Airline agree as follows.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The words and phrases cited in this Section 1.01 shall have the following meanings when used elsewhere in this Agreement.

“Affiliate” shall mean any Air Transportation company that is (i) a parent or subsidiary of Airline, or (ii) shares an International Air Transport Association (IATA) flight designator code with Airline at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline; provided that no major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship between such airlines at the Airport. Airline shall designate its Affiliate(s) in writing and shall serve as financial guarantor for all rentals and landing fees incurred by any such Affiliate at the Airport while operating as Airline’s designated Affiliate hereunder. Airline may at any time give Airport thirty (30) days prior written notice that such an Air Transportation company otherwise meeting the definition of an “Affiliate” hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement, and any guaranty by Airline of Affiliate’s rentals or landing fees shall terminate and be ineffective as to any amounts incurred by such Air Transportation company after the effective date of termination of “Affiliate” status. During such period of time that an Air Transportation company is an Affiliate of Airline in accordance with the terms hereof, such Affiliate (1) shall have the same rights to use Airline’s Leased Premises and the Airport as Airline; (2) shall be charged at the same landing fee rates as Airline without payment of any non-signatory premiums; (3) shall participate in any year-end or other reconciliation process whereby Signatory Airlines share in excess revenues or true-up of projected against actual costs; and (4) shall not be counted as a separate Air Transportation company from Airline for purposes of allocating the per capita portion of any cost allocation formula, but such Affiliate’s passengers shall be counted as Enplaned Passengers of Airline for purposes of any enplanement-based portion of such formula. An Affiliate shall enter into a separate operating agreement with the Airport.

“Air Operations Area (AOA)” shall mean that portion of the Airport, specified in its Security Program, in which security measures specified in 49 CFR Part 1500 are conducted. This area includes aircraft movement areas being used for landing, takeoff, or surface maneuvering of aircraft

and such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron, aircraft parking areas, loading ramps; and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas.

“Air Transportation” shall mean the carriage of persons, property, cargo, and mail by aircraft and all other activities reasonably related thereto.

“Aircraft Arrival” shall mean the arrival of all non-governmental aircraft (including, without limitation, scheduled and nonscheduled flights, training and maintenance flights, or aircraft diversions) at the Airport.

“Aircraft Gates” shall mean those portions of the Airport’s Apron Area designated by the Aviation Commission from time to time for aircraft parking at the Terminal Building in order to enplane and deplane passengers.

“Aircraft Operator” shall mean any entity operating aircraft into and out of the Airport under Part 121 or Part 135 of the FARs, or the practical equivalent of said Parts and using the Terminal Building.

“Aircraft Parking Apron” means that portion of the Airfield located adjacent to the Terminal Building and depicted on Exhibit “B” hereof where Aircraft Operators park aircraft.

“Aircraft Parking Position(s)” shall mean the locations(s) on the Aircraft Parking Apron where aircraft are parked for the purpose of enplaning and deplaning passengers at the Terminal Building.

“Aircraft Parking Position Rental” shall mean the payment required of each airline each month, for the use of the Aircraft Parking Position(s) calculated in accordance with Section 5.04 and 6.06.

“Airfield” or “Airfield Area” shall mean those portions of the Airport, which provide for the landing, takeoff, taxiing, movement, or staging of aircraft including navigational aids, hazard

designation and warning devices, airfield security roads, fencing, lighting, runway protection zones, aviation easements and interests in property utilized in connection therewith.

"Airfield Area Requirement" shall be the sum of the amounts set forth in Section 6.07, subsection B.

"Airline", as used in this Agreement, shall mean the entity that has executed this Agreement and is identified in the first paragraph of this Agreement.

"Airline Leased Premises" or "Leased Premises" shall mean the following:

"Exclusive Use Space" shall mean those premises in the Terminal Building leased exclusively to Airline. Exclusive Use Space is primarily used for ticket counter, office area, BSO's and baggage makeup functions as described on Exhibit C.

"Common Use Space" shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Airlines together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Space in the Terminal Building are described in Exhibit "C".

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

"Preferential Use Space" shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdrooms, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit C.

"Airport" shall mean the Augusta Regional Airport at Bush Field, as shown in Exhibit A, as it now exists or as it may change from time to time.

"Airport Cost Centers" shall mean the cost centers as shown in Exhibit B, as the same may change from time to time. Such cost centers shall be used for purposes of accounting for Airport Revenue and Expense and for calculating and adjusting certain Rentals and Fees set forth in this Agreement.

"Airport Expense" shall mean all costs and expenses incidental to, necessary for, or arising out of the operation of the Airport, including but not limited to direct and allocated indirect Operation and Maintenance Expenses; Annual Debt Service; Other Indebtedness; Coverage; required reserve account funding and replenishment; and the cost of defending, settling, or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof

"Airport Revenue" shall mean all revenues, rentals, charges, Airline landing fees, user charges, and concession revenues received by or on behalf of the Aviation Commission in connection with the operation of the Airport or any part thereof, excluding all gifts, grants, reimbursements, restricted funds (including Passenger Facility Charge proceeds or payments received from governmental units, or public agencies, or any other source). Airport Revenue shall not include any revenue or income from (1) any Special Purpose Facility to the extent such revenue or income is either (a) pledged to pay principal, interest, or other charges for bonds or other obligations issued in anticipation thereof; or (b) for use by the Aviation Commission to reimburse costs incurred by it in the construction or provision of Special Purpose Facilities, or (2) any income earned on the investment of restricted funds. However, ground rentals for Special Purpose Facilities shall be considered Airport Revenue.

"Airport Security Services" shall mean securities-related services and activities carried out by the LEOs pursuant to 49 C.F.R. Part 1542.

"Airport Security Services Fee" shall mean the payment required of each Airline each month, for the use of the Airport Security Services calculated in accordance with Section 5.06 and 6.09.

"Airport Security Services Fee Rate" shall mean the rate per Enplaned Passenger to calculate the Airport Security Services Fee

"Annual Budget" shall mean the Airport capital and operating budget prepared by the Executive Director and adopted by the Aviation Commission each Fiscal Year.

"Annual Debt Service" or "Annual Debt Service Requirement" means the Debt Service Requirement in each year that the Bonds are outstanding.

"Apron Area" shall mean the paved aircraft ramp area adjacent to the Terminal Building that provides for the parking, loading, unloading, and servicing of aircraft.

"Apron Area Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.06, subsection A.

"Aviation Services" shall mean the aircraft fueling activities and facilities and equipment dedicated to accommodating general aviation activity (i.e., public hangars, general aviation tie-downs, general aviation apron, and general aviation terminal) together with the facilities and equipment dedicated to aircraft fueling activities.

"Bonds" means any revenue bonds authorized by and authenticated and delivered pursuant to the Bond Resolution including the Series 2015 Bonds.

"Bond Resolution" shall mean the Master Bond Resolution for the Series 2015 Bonds adopted by the Aviation Commission on September 1, 2015 and the Augusta Richmond County Commission on September 1, 2015 as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions (as defined in the Master Bond Resolution).

"Capital Improvement" shall mean any single item having a cost or estimated to have a total cost in excess of Fifty Thousand Dollars (\$50,000) and a useful life in excess of three (3) years, acquired, purchased, or constructed to improve, maintain, or develop the Airport. Said term shall include any expense for development studies, analyses, master planning efforts (including periodic reviews thereof), and economic or operational studies conducted on behalf of the Airport.

"Certified Maximum Gross Landing Weight or CMGLW" shall mean the maximum weight, in thousand (1,000) pounds units, that each aircraft operated by an Aircraft Operator is authorized by the Federal Aviation Administration to land at the Airport.

"Common Use Formula" shall mean the formula used to allocate the Common Use Requirement for a given Fiscal Year among the Aircraft Operators such that 100% of such Common Use Requirement is allocated among all Aircraft Operators in the proportion that each Aircraft Operator's

Enplaned Passengers at the Airport during the previous month bears to the Enplaned Passengers of all Aircraft Operators at the Airport during such month.

“Common Use Space” shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Aircraft Operators together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Spaces in the Terminal Building are described in Exhibit “C”.

“Common Use Requirement” shall mean the Rentals and Fees which are not otherwise collected pursuant to the Joint Use Formula necessary to support the annual operations and maintenance of Terminal Building and any other areas commonly used by Aircraft Operators.

“Competitive Credit” shall mean an amount provided, at the discretion of Airport Executive Director, to the Signatory Airlines in the form of a credit which is used to determine annual rate charges.

“Contract Security” shall mean a contract bond, irrevocable letter of credit or other security acceptable to Aviation Commission in an amount equal to three (3) months’ rentals and landing fees payable by an Aircraft Operator under Section 1-3-8.4 of Augusta Ordinance.

“Coverage” shall mean for any series of Bonds, the percentage of Annual Debt Service that the Aviation Commission covenants to generate from net revenues, over and above the Annual Debt Service for such series of Bonds, pursuant to the Bond resolution. Said term shall also mean the dollar amount computed by multiplying said percentage by the Annual Debt Service for such series of Bonds.

“Debt Service Requirement” shall have the meaning set forth in the Bond Resolution.

“Deplaned Passengers” shall mean all passengers deplaned by an Aircraft Operator on aircraft operated at the Airport.

“Enplaned Passengers” shall mean all passengers enplaned by an Aircraft Operator on aircraft operated at the Airport. Without limiting the generality of the foregoing, Enplaned Passengers shall also include persons for whom the Aircraft Operator has provided the particular air transportation on a substantially complimentary basis such as employees of an airline, family members of such employees, persons traveling on "buddy passes," employees of other airlines, and those passengers redeeming "frequent flyer" awards and travel vouchers.

“Exclusive Use Space” shall mean those premises in the Terminal Building leased exclusively to Airline. The Exclusive Use Space is primarily used for ticket counter, office area BSO's and baggage makeup functions as described on Exhibit “C”.

“Executive Director” shall mean the person designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement. Said term shall also include any person expressly designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement.

“FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.

“Fiscal Year” shall mean the twelve (12) month period beginning January 1 of any year and ending following December 31 of that year or any other period specified by federal or State law.

“Gates” shall mean Aircraft Parking Positions at the Terminal Building together with hold room areas and loading bridges and shall include preferential use of the podium and associated facilities for the Gate.

“Hazardous Material” shall mean and include those elements or compounds which are defined by any applicable federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect.

"Joint Use Formula" shall mean the formula used to allocate the rental or cost of space among those airlines using or having the right to use such Joint Use Space on the basis of the proportion of each airline's Enplaned Passengers to the total number of Enplaned Passengers of all such airlines using said space at the Airport. In the application of the Joint Use Formula, Airline's Affiliates Enplaned Passengers will be counted as Enplaned Passengers of Airline.

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

"Landing Fee(s)" shall mean the payment required of each Airline each month, for the use of the Airfield determine based on the Landing Fee Rate.

"Landing Fee Rate" shall mean the rate multiplied by each 1,000 pounds of CMGLW or fraction thereof to calculate Landing Fees.

"Law Enforcement Officer (LEO)" shall mean law enforcement officers assigned of the Richmond County Marshal's Office assigned to the Airport.

"Loading Bridge Use Fee" shall be payment required of each Airline each month for the use of the Loading Bridges calculated in accordance with Sections 5.03 and 6.05.

"Loading Bridge Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.05, subsection A.

"Loading Bridges" shall mean the loading bridges owned and maintained by Aviation Commission serving aircraft parked at the Aircraft Parking Positions at the Terminal Building or as they may be modified, changed, or relocated from time to time.

"Majority in Interest of Airlines" or "MII" shall mean, in the Airfield Area, at least fifty-one percent (51%) of the Signatory Airlines, which, together, have landed at least 51% of the total Maximum Gross Certificated Landing Weight by all Signatory Airlines at the Airport during the

most recent six (6) month period. In the Terminal Building, MII shall mean at least 51% of the Signatory Airlines, which, together, have paid 51% of the total Terminal Rentals paid by all Signatory Airlines at the Airport during the most recent six (6) month period. Solely for determining MII, no Air Transportation company shall be deemed to be a Signatory Airline so long as any event of default with respect to such Air Transportation company has occurred and is continuing or such Air Transportation company operates less than one (1) average daily flight. MII shall only apply to the Airfield Area and Terminal Building and only as it relates to the placement of new debt for purposes of Capital Improvements, refinancing or acquisition for those Capital Improvements requiring MII consideration. For purposes of MII votes, Signatory Airlines that have executed Scheduled Airline Operating Agreement and Terminal Building Leases substantially the same as this Agreement will be the only airlines permitted to vote.

“Non-Movement Area” shall mean those areas such as taxiways, aprons, and other areas not under the control of the air traffic control tower.

“Operation and Maintenance Expenses” shall mean the Aviation Commission's current annual expenses of maintaining, operating, repairing, and administering the Airport, including taxes and assessments, if any, as set forth in the current Annual Budget of the Aviation Commission.

“Other Indebtedness” shall mean any subordinate security or debt incurred by the Aviation Commission for Airport purposes that is outstanding and not authenticated and delivered under and pursuant to a Bond Resolution.

“Passenger Assistance Liaison (PAL)” shall mean the Airport’s full-time and part-time customer service personnel who provide assistance to passengers to enhance passenger experience.

“Passenger Assistance Services” shall mean luggage assistance, wheelchair assistance, and other needed assistance to passengers provided by PALs.

“Passenger Assistance Services Fee” shall mean the payment required of each Airline each month, for the use of the Passenger Assistance Services calculated in accordance with Section 5.07 and 6.10.

“Passenger Assistance Services Fee Rate” shall mean the rate per Enplaned Passenger to calculate the Passenger Assistance Services Fee.

“Personal Property” shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Airline (from a party other than the Aviation Commission) and installed or used at the Airport in the conduct of Airline's Air Transportation business that are removable from Airline's Leased Premises without substantial or permanent injury or damage to Airline's Leased Premises.

“Preferential Use Space” shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdroom, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit “C”.

“Public Areas” shall mean those areas of the Terminal Building not leased to any person, company, or corporation that are open to the general public.

“Rental Rate” shall mean the annual charge per square foot for the space leased to the Aircraft Operators.

“Rentable Space” shall mean the airline, concession, Transportation Security Administration (TSA) passenger processing, TSA office and vacant spaces, and administrative square footage in the Terminal Building.

“Rules and Regulations” shall mean those Rules, Regulations, and ordinances promulgated by the Aviation Commission or operating directives issued by the Executive Director, as the same may be amended, modified, or supplemented from time to time to the extent that such rules, regulations, and ordinances are not in conflict with the purposes or terms of this Agreement.

“Series 2015 Bonds” means collectively the Airport General Revenue Refunding Bonds, Series 2015A and Series 2015B, in an original aggregate principal amount of \$10,525,000, issued pursuant to the Bond Resolution.

“Signatory Airline” shall mean an Aircraft Operator that is a party to an Airline Operating Agreement and Terminal Building Lease with Augusta Aviation Commission.

“Special Purpose Facility” shall mean any specific improvement undertaken by the Aviation Commission for the benefit of one or more airlines or other Airport tenants under the terms of a separate agreement that provides for, among other things (1) the payment of rentals or fees for the use or occupancy thereof in sufficient amounts to permit the financing of such improvement and payment of all costs thereof solely from such rentals or fees, and (2) the payments of the operation and maintenance cost of such improvement by the tenant or tenants thereof.

“Sponsor Grant Assurances” shall mean those terms and conditions contained in FAA Airport Improvement Program Grants to which the Airport agrees to as part of the warranties, assurances, covenants and other obligations contained in the grant.

“Terminal Area” shall mean the access roads and parking areas serving the Terminal Building.

“Terminal Building” shall mean the Airport’s passenger terminal building serving the traveling public.

“Terminal Building Rental” shall mean the aggregate of monthly payments required of each Airline each month to occupy specific premises in the Terminal Building calculated in accordance with Sections 5.02 and 6.04.

“Terminal Building Rental Rate” shall mean the annual charge per square foot for the space leased to the Airlines.

“Terminal Building Requirement” shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.04, subsection A.

“Total Landed Weight” shall mean the sum of the Maximum Gross Certificated Landing Weight for all of Airline's Aircraft Arrivals over a stated period of time. Said sum shall be rounded up to the nearest one thousand (1,000) pound unit for all landing fee computations.

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

“TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP)” shall mean the reimbursement agreement program that provides partial reimbursement to offset the cost of carrying out aviation law enforcement responsibilities to ensure the safety of passengers and to counter risks to transportation security.

Section 1.02 Cross-References

All references in the text of this Agreement to articles, sections, and exhibits pertain to articles, sections and exhibits in this Agreement, unless otherwise specified.

Section 1.03 Construction of Certain Words

Words used in this Agreement may be construed as follows:

“Number” - Words used in the singular include the plural, and words used in the plural include the singular.

“Tense” - Words used in the present tense include the future.

ARTICLE 2 - USE OF AIRPORT AND FACILITIES

Section 2.01 Permitted Uses

A. Subject to the terms and provisions hereof and the Rules and Regulations, Airline shall be entitled to the use, in common with others, the Airport, as shown on Exhibit A, and its appurtenances (together with all facilities, equipment, improvements, and services that have been or may hereafter be provided at or in connection with the Airport for common use) for the sole purpose of its conduct of Air Transportation. Said use, without limiting the generality hereof, shall include:

1. The operation of an Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail, including all reasonably related activities.
2. The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by the Executive Director, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment, subject to restrictions hereinafter described and to the availability of space, and subject to such reasonable charges and regulations as the Aviation Commission may

establish; provided, however, that Airline shall not permit the use of the Airfield Area by any aircraft operated or controlled by Airline that exceeds the design strength or capability of the Airfield Area as described in the then-current FAA-approved Airport Layout Plan (ALP) for the Airport or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

3. The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by the Executive Director at the Apron Area or such other locations as may be designated by the Executive Director.

4. The sale of Air Transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, and express services, and reasonable and customary airline activities.

5. The training of personnel in the employ of Airline and the testing of aircraft and other equipment being used at the Airport in the operation of Airline's Air Transportation business; provided, however, that said training and testing shall be directly related, but incidental to the use of the Airport in the operation by Airline of its Air Transportation business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. The Aviation Commission reserves the right to restrict or prohibit such training and testing operations that it deems to interfere with use of the Airport, including excessive noise as reasonably determined by the Aviation Commission.

6. The sale, lease, transfer, disposal, or exchange of Airline's engines, accessories, and other equipment or supplies; provided that such right shall not be construed to (a) permit Airline to accumulate or store used equipment at the Airport, or (b) authorize the conduct of a separate commercial business by Airline, but shall permit Airline to perform such functions only as an incident to its conduct of its Air Transportation business at the Airport.

7. The installation and operation (at Airline's sole expense) of identifying signs locating Airline's facilities. Such signs shall be consistent with the Aviation Commission's graphic and sign standards, subject to the prior written approval of the Executive Director, not to be unreasonably withheld, and in compliance with all local laws and ordinances.

8. The installation, operation, and maintenance, at no cost to the Aviation Commission, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities in Airline's Exclusive Use Space and Preferential Use Space as may be necessary or convenient for the operation of its Air Transportation business; provided, however, that, except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Executive Director, not to be unreasonably withheld. Prior to any written approval, Airline shall provide the Executive Director with all necessary supporting documentation related to such installations.

9. The customary servicing and line maintenance of Airline's aircraft at assigned aircraft parking positions in preparation for loading and taking off or following landing or unloading. Airline shall perform maintenance of aircraft, vehicles, or equipment at places designated by the Executive Director.

10. The installation of equipment necessary to operate Airline's Air Transportation business. The manner and location of such installations shall be subject to prior approval by the Executive Director.

11. The purchase of personal property or services, including lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice, and the making of agreements with any person or company of Airline's choosing for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business.

12. Subject to 30 Fed. Reg. 13661 regarding Exclusive Rights, the Aviation Commission has reserved unto itself the exclusive right to provide the storage, sale and dispensing of all oil and aviation gasoline, kerosene, jet fuel or any other fuels now available, or that may become available, on or about the Airport and provides such service through its Fixed Base Operator. Airline shall not transfer fuel into an aircraft not owned by or leased exclusively to Airline or its Affiliate, nor shall Airline sell fuel at the Airport to any other Airport user or airline.

13. Airline may not provide baggage-handling services for any other airline (except its Affiliate) or aircraft which is not owned or leased by Airline or a parent, subsidiary or Affiliate of the Airline.

14. Any and all rights and privileges not granted to Airline under this Agreement are hereby reserved for and to the Aviation Commission. The rights granted in this Section 2.01 shall not be construed as permitting any other person or corporation to conduct any business on the Airport (including the space leased to Airline) except after first securing from the Aviation Commission a license to conduct such business and by the payment of applicable Rentals and Fees.

Section 2.02 Limitations on Use by Airline

A. In connection with the exercise of its rights under this Agreement, Airline shall not:

1. Do or permit its agents, employees, directors, or officers to do anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.

2. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

3. Dispose of any waste material or products (whether liquid or solid) taken from or used with respect to its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in full and complete compliance with all federal (including the U.S. Environmental Protection Agency), State, and County laws for disposal of such waste material and products.

4. Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with federal, State, and County laws, including the Uniform Fire Code and the Uniform Building Code. For

purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

5. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will be in conflict with FAR Part 139 or jeopardize the Airport's operating certificate.

6. Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's TSA-approved security plan.

7. Install or permit its agents to install new or replacement cabling or conduit, or reconfigure Airline's Leased Premises without first having obtained the Executive Director's approval in accordance with Section 9.01 hereof.

ARTICLE 3 - LEASED PREMISES

Section 3.01 Use of Terminal Building

Airline shall be entitled to Exclusive, Preferential, Common and Joint Use of the portions of the Terminal Building designated in Exhibit C. The Leased Premises shall be used solely for the following purposes:

A. Exclusive Use Space

1. As to the portion thereof designated "Ticket counter/Queuing" in Exhibit C:
 - a. For reserving space and selling tickets for Air Transportation of passengers and the processing of small package delivery by Airline.
 - b. For furnishing information to such passengers and the general public.
 - c. For checking baggage of Airline's enplaning passengers.
 - d. For handling lost and found articles.
2. As to the portion thereof designated "office area (ATO)" in Exhibit C:
 - a. For administrative, customer service, and other office purposes in connection with Airline's business.
 - b. For passenger and customer relations.
 - c. For handling lost and found articles.

3. As to the portion thereof designated "baggage makeup space" and "secure storage cages" in Exhibit C:
 - a. For assembling, handling, and dispatching enplaning passenger baggage.
 - b. For storing materials permitted to be stored in the building under general rules prescribed by the Aviation Commission for safety, sanitation, or good order.
 - c. For Airline operations office.
 - d. For a baggage hold area.
 - e. For storage of equipment and catering supplies.
 - f. For crew space and weather, dispatch, and communications functions.
 - g. For handling lost and found articles.
 - h. For storage of unclaimed baggage, if so desired.

B. Preferential Use Space

1. As to the portion thereof designated "hold room" in Exhibit C:
 - a. For selling, issuing, and collecting passenger tickets and for issuing seat assignments.
 - b. For a waiting area for passengers boarding an aircraft.
 - c. For checking passengers and the "last minute" check-in of baggage.
 - d. For furnishing information to passengers and the general public.
 - e. For installing and displaying Airline corporate identification on the check-in podium and background screen.
 - f. For any other applicable proprietary Airline technology.

C. Joint Use Space.

As to the portion thereof designated "BSO's" in Exhibit C, it may be used for:

- a. Delivering and displaying inbound passenger baggage.
- b. For an access and waiting area for passengers to claim their baggage.
- c. For temporary storage of, and processing claims for, mishandled, damaged, or misplaced baggage.

D. Common Use Space

As to the portion thereof designated "Joint Use Areas" in Exhibit C, it may be used for:

- a. Security checkpoint.

- b. Connector circulation.
- c. Baggage Claim.

ARTICLE 4 - TERM

Section 4.01 Term

The term of this Agreement shall commence upon execution by the Parties and shall be for three (3) years, with one (1) two-year option to automatically renew, unless sooner terminated in accordance with Article 13. The Airline and the Aviation Commission hereby agree to begin the re-negotiation of this Agreement at least six (6) months prior to its expiration.

Section 4.02 Holding Over

In the event Airline uses its Airline Leased Premises without the written consent of the Executive Director after this Agreement has been terminated or expires, Airline shall be deemed a tenant at sufferance during the period of such use and shall pay the reasonable and nondiscriminatory rate for rentals, fees, and charges established by the Aviation Commission.

ARTICLE 5 – RENTALS AND FEES

Section 5.01 Airline Payments

Airline agrees to pay the Aviation Commission, without deduction or setoff, all applicable rentals, additional rentals, charges, and fees (hereinafter referred to collectively as "Rentals and Fees") during the term of this Agreement for its use of the Exclusive Use Space, Joint Use Space, Preferential Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airfield Area, and facilities, and for its rights, licenses, and privileges granted hereunder.

Section 5.02 Terminal Building Rentals

A. Airline shall pay to the Aviation Commission, for its use of Terminal Building Exclusive Use Space and Preferential Use Space, monthly amounts determined by multiplying the total square footage of Airline's Terminal Building Exclusive Use Space and Preferential Use Space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04 and dividing by twelve (12).

B. Airline shall pay to the Aviation Commission, for the shared use of Joint Use Space, monthly amounts determined by:

1. For space designated for joint use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04, dividing the amount obtained by twelve (12), and then applying the Joint Use Formula, and

2. For the purposes of applying the Joint Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.

C. Airline shall pay to the Aviation Commission, for the shared use of Common Use Space, monthly amounts determined by:

1. For space designated for common use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.0x, dividing the amount obtained by twelve (12), and then applying the Common Use Formula, and

2. For the purposes of applying the Common Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.

Section 5.03 Loading Bridge Use Fee

Airline shall pay to the Aviation Commission, for its use of Loading Bridges, monthly fees determined by multiplying the number of Loading Bridges assigned to Airline by the annual Loading Bridge Use Fee rate calculated in accordance with Section 6.05 and dividing by twelve (12). In the event of multiple users the monthly fees will be prorated per use by Airline.

Section 5.04 Aircraft Parking Position Rentals

Airline shall pay to the Aviation Commission, for its use of Aircraft Parking Positions, monthly rentals determined by multiplying the number of Airline's Aircraft Parking Positions at the Terminal Building by the annual Aircraft Parking Position Fee calculated in accordance with Section 6.06 and dividing by twelve (12). In the event of multiple users, the monthly fees will be prorated per use by Airline.

Section 5.05 Landing Fee

- A. Rentals and Fees for the use of the Airfield, and for rights, licenses, and privileges granted to Airline under Articles 2 and 3 hereunder, except as provided elsewhere herein, shall be combined in and represented by a monthly landing fee (hereinafter referred to as the "Landing Fee"), which shall be determined by multiplying Airline's Total Landed Weight for the month by the annual Landing Fee Rate per thousand (1,000) pound unit of landed weight calculated in accordance with Section 6.07.

- B. Airline shall furnish to the Aviation Commission, on or before the tenth (10th) day of each month, an accurate verified report in the format shown on Exhibit F containing Airline activity information for the previous month including the following:

1. Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Certificated Landing Weight of each type of aircraft as shown on Exhibit F.
2. The number of Enplaned Passengers and the number of Deplaned Passengers, including all through and non-revenue passengers.

Section 5.06 Airport Security Services Fee

Airline shall pay to the Aviation Commission for the airport security services provided by Law Enforcement Officers (LEOs), monthly fee determined by multiplying each airline's Enplaned Passengers by the annual Security Reimbursement Rate calculated in accordance with Section 6.xx

Section 5.07 Passenger Assistance Services Fee

Airline shall pay to the Aviation Commission for luggage assistance, wheelchair assistance, and other needed assistance provided by Passenger Assistance Liaisons (PALs), monthly fee

determined by multiplying each airline's Enplaned Passengers by the annual Passenger Assistance Reimbursement Rate calculated in accordance with Section 6.xx

Section 5.08 Time and Place of Payments

A. Rentals for Exclusive Use Space, Preferential Use Space, Joint Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airport Security Services Fee, and Passenger Assistance Services Fee shall be invoiced on a monthly basis.

B. Landing weights information is due to the Airport no later than the 10th business day of each month, for the preceding calendar month of operations and shall be subject to adjustment as provided in Article 6. Once landing information is received, applicable Landing Fees will also be billed via invoice.

C. Payments to the Aviation Commission may be made by wire transfer to the following account:

ACH Deposit

Financial Institution: Regions Bank
 Address: Birmingham, AL
 Routing Number: 061101375
 Account Number: 0195572031
 Airport Revenue Fund Account

Wire Deposit

Financial Institution: Regions Bank
 Address: Birmingham, AL
 Routing Number: 062005690
 Account Number: 0195572031
 Airport Revenue Fund Account

If the above wire transfer account information changes, the Aviation Commission will give Airline advance written notice. Aviation Commission agrees to provide Airline as much notice as is practical under the circumstances.

If Airline elects not to make payments by wire transfer, payments to the Aviation Commission shall be made at the Office of the Executive Director as set forth below or at such other place as may hereafter be designated by the Aviation Commission.

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

Section 5.09 Passenger Facility Charge

Nothing in this Agreement shall limit the Aviation Commission's right to impose on Airline's passengers a Passenger Facility Charge ("PFC") authorized under Section 1113(e) of the Federal Aviation Act of 1958, as amended by Section 9110 of the Omnibus Budget Reconciliation Act of 1990 (Pub. L. 101-508, 49 U.S.C. App Paragraph 1513) and the rules and regulations promulgated there under (14 CFR Part 158), as may be amended from time to time ("PFC Regulations"). Airline agrees to cooperate with the Aviation Commission in the collection of such charge and to collect and remit such charges, less the allowable collection fee and any amounts paid by ticket purchasers that are subject to reimbursement, to the Aviation Commission as provided in the PFC Regulations. The Aviation Commission shall apply any such PFC revenues to improvement of the Airport or to the retirement of Airport debt as required by the PFC Regulations.

Section 5.10 Airline Records

A. Airline shall keep and maintain a complete and adequate set of records concerning its landed weights for a period equal to the FAA mandated time of such activity. If such records are maintained at a location other than Airline's Leased Premises, such records shall be retrievable within ten (10) business days.

B. Each party hereto, at its expense and on reasonable notice, shall have the right from time to time to audit and inspect the records of the other party relating to the performance of this Agreement, provided that such inspection is made during regular business hours.

Section 5.11 Interest on Past Due Accounts

Rents and fees not received within fifteen (15) business days after the due date are past due. All unpaid past due sums owed the Aviation Commission shall accrue interest at the maximum interest rate then allowable by applicable law; provided, however, that if no maximum interest rate is then provided by applicable law, the interest rate shall be twelve (12) percent per annum. No interest shall be charged on any past due account until Airline has been contacted via written notification and given an opportunity to cure and payment is thirty (30) days past due, but such interest when

assessed thereafter shall be computed from the due date. Such interest shall not accrue with respect to disputed items being contested in good faith by Airline.

Section 5.12 Security

A. Should Airline fail to pay Rentals and Fees when they are due three times within any twelve (12) month period, unless otherwise agreed upon, in writing, between the Airport and the airline carriers (e.g. COVID), Airline agrees to provide the Aviation Commission, within thirty (30) days of written notice from the Aviation Commission, a contract bond, irrevocable letter of credit, or other similar security acceptable to the Aviation Commission ("Contract Security") in an amount equal to the estimate of three (3) months' Rentals and Fees payable by Airline pursuant to this Article 5, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all Rentals and Fees due hereunder. Airline shall be obligated to maintain such Contract Security throughout the remaining term of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous twelve (12) month period. Such Contract Security shall be in a form and with a company chosen by Airline and reasonably acceptable to the Aviation Commission and licensed to do business in the State of Georgia. In the event that any such Contract Security shall be for a period less than the full period required by this Paragraph 5.11(A) or if Contract Security shall be cancelled, Airline shall provide a renewal or replacement Contract Security for the remaining required period.

B. In the event the Aviation Commission is required to draw down or collect against Airline's Contract Security for any reason, Airline shall, within fifteen (15) business days after the Aviation Commission's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (three [3] months' estimated Rentals and Fees) or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to three (3) months' estimated Rentals and Fees payable by Airline.

C. Upon Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and the Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, the Aviation Commission, by written notice to Airline given at any time within ninety (90) days of the date such event becomes known to the Aviation Commission, may impose or re-impose the requirements of Paragraph 5.11(A) on Airline. In such event, Airline shall provide the Aviation Commission with the required Contract Security within fifteen (15) days

from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration or termination of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous 12-month period.

D. If after notification by the Aviation Commission and the expiration of the 15-day period, should the Airline fail to obtain or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate termination of this Agreement. The Aviation Commission's rights under this Section 5.11 shall be in addition to all other rights and remedies provided to the Aviation Commission under this Agreement.

E. Airline and the Aviation Commission agree that this Agreement constitutes an 'unexpired lease' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Furthermore, Airline and the Aviation Commission agree that if Airline provides Contract Security in the form of a contract bond or irrevocable letter of credit, such Contract Security provided by Airline is not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third (3rd) party providing it (subject to the Aviation Commission's ability to draw against the Contract Security) and that all PFCs, less the allowable collection fees and any amounts paid by ticket purchasers that are subject to reimbursement, collected by Airline with respect to Enplaned Passengers at the Airport are property of the Aviation Commission.

Section 5.13 No Further Fees and Charges

Following the effective date of this Agreement, except as provided elsewhere herein, upon the payment of the Rentals and Fees described herein, no additional charges shall be levied against Airline for the use of the Airport and the occupancy of facilities as described in Article 3, except as provided by separate agreement between the parties.

ARTICLE 6 - RECALCULATION OF RENTALS AND FEES

Section 6.01 Effective Date of Recalculations

Rentals and Fees as set forth in Article 5 shall be adjusted annually during the term of this Agreement as hereinafter set forth in this Article 6. Said adjustments to Rentals and Fees pursuant to this Article 6 shall apply without the necessity of formal amendment to this Agreement. Airlines

shall be provided an opportunity to review the proposed Annual Budget thirty (30) to forty-five (45) days prior to approval by the Aviation Commission. A statement showing the recalculation of the new rates for Rentals and Fees, in accordance with the rates and charges methodology provided for in this Agreement prepared in the same format as shown in Exhibit D, shall be prepared and transmitted to Airline by the Executive Director within thirty (30) days after approval of the Annual Budget by the Aviation Commission and adoption by the Augusta Board of Commissioners. Said statement shall then be deemed part of this Agreement and effective on the first (1st) day of each Fiscal Year to which such Rentals and Fees apply.

Section 6.02 Records of Airport Cost Centers

A. The Aviation Commission shall maintain accounting records documenting the following items for each Airport Cost Center: (1) Airport Revenue, (2) Airport Expense, and (3) other expenses of the Aviation Commission.

B. The Aviation Commission shall further maintain records evidencing the allocation of capital funds obtained from the proceeds of the sale of Bonds or other capital fund sources to each Airport Cost Center. Included in the allocation to each Airport Cost Center shall be that cost center's proportionate share of Bond issuance expense, capitalized interest, and funding of special funds determined in accordance with allocation of costs funded through bond proceeds or other capital sources.

Section 6.03 Aviation Commission Reports

A. On or before August 1 of each Fiscal Year, the Executive Director shall provide Airline with a budget calendar establishing dates for the Signatory Airlines to review the Annual Budget.

B. On or before May 1 of each Fiscal Year, the Executive Director shall send Airline notification to submit forecast of Maximum Gross Certificated Landing Weight. On or before June 1 of each Fiscal Year, Airline shall submit to the Executive Director, in writing, a forecast of its Maximum Gross Certificated Landing Weight for the succeeding Fiscal Year. If such forecast is not submitted by Airline, the Aviation Commission will develop its own forecast of Maximum Gross Certificated Landing Weight for Airline for the succeeding Fiscal Year.

C. If an Annual Budget is not adopted by the Aviation Commission before any such Fiscal Year, the Rentals and Fees in effect during the preceding Fiscal Year shall remain in effect until (1) a new

Annual Budget has been adopted by the Aviation Commission, and (2) the Aviation Commission has calculated the Rentals and Fees in accordance therewith. The recalculated Rentals and Fees shall then be in effect retroactive (without penalties or interest if paid by the due date on invoice issued to Airline) to the beginning of such Fiscal Year. If the recalculated Rentals and Fees exceed 10% of the previous Fiscal Year, the invoiced amount for the difference between the preceding Fiscal Year rates and the current Fiscal Year rates will be broken into two equal invoice amounts payable within thirty (30) days of invoice date.

D. Whenever the adjustment calculation involves an estimate, the estimate of the Aviation Commission shall be used, which estimate shall be based on past performance and reasonable and prudent future expectations. Whenever the adjustment calculation involves an estimate included in the Annual Budget, the estimated amount in the Annual Budget shall be used.

Section 6.04 Calculation of Terminal Building Rental

The Terminal Building Rental shall be established and thereafter adjusted annually in the following manner:

A. Each year the Aviation Commission shall calculate Terminal Building Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:

1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement, and amortization of capital improvements allocable to the Terminal Building.
2. Annual Debt Service plus Coverage (Net of available PFC proceeds authorized for the payment of a portion of Terminal Building Debt Service) reasonably allocable to the Terminal Building, as required by the Bond Resolution. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Terminal Building, or such other amount as may be required by the Bond Resolution;
3. The amount of deposits to any funds and accounts required by the Bond Resolution and reasonably allocable to the Terminal Building.

4. Any other Airport Expense reasonably allocable to the Terminal Building not included in Paragraphs 1 through 3 above, after discussion with airline partners.

5. An amount equal to any deficit or credit estimated for operation of the Terminal Building during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.

B. The Terminal Building Rental Rate shall be calculated by dividing the Terminal Building Requirement computed above by the amount of Rentable Space square footage in the Terminal Building. Terminal Building Rental Rate shall be multiplied by the total amount of square footage used or occupied by each airline, including Airline, to determine the total Terminal Building Rental payable by each airline.

C. The space rents for all Joint Use Space shall be prorated among all airlines utilizing the Joint Use Space according to the Joint Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.

D. The space rents for all Common Use Space shall be prorated among all airlines according to the Common Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.

Section 6.05 Calculation of Loading Bridge Use Fee

The Loading Bridge Use Fee shall be established and thereafter adjusted annually in the following manner:

A. Each year the Aviation Commission shall calculate the Loading Bridge Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:

1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Loading Bridges.

2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Loading Bridges, or such other amount as may be required by the Bond Resolution;
 3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Loading Bridges;
 4. Any other Airport Expense reasonably allocable to the Loading Bridges not included in Paragraphs (1) through (3) above; and
 5. An amount equal to any deficit or credit estimated for operation of the Loading Bridges during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
- B. The Loading Bridge Use Fee rate per Loading Bridge shall be calculated by dividing the Loading Bridge Requirement calculated in accordance with paragraph (1) to (5) above by the number of Loading Bridges. An Airline's Loading Bridge Use Fee shall be calculated by multiplying the Loading Bridge Use Fee rate per Loading Bridge by the number of Loading Bridges assigned to Airline. In the event of multiple users, the fee will be allocable to all users on a per use basis.

Section 6.06 Calculation of Aircraft Parking Position Rental

The Aircraft Parking Position Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate the Apron Area Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:
 1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Apron Area.

2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Apron Area, or such other amount as may be required by the Bond Resolution;
3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Apron Area;
4. Any other Airport Expense reasonably allocable to the Apron Area not included in Paragraphs (1) through (3) above; and
5. An amount equal to any deficit or credit estimated for operation of the Apron Area during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.

B. The Aircraft Parking Position Rental per Aircraft Parking Position shall be calculated by dividing the Apron Area Requirement calculated in accordance with paragraph (1) to (5) above by the number of Aircraft Parking Positions at the Terminal Building. Airline's Aircraft Parking Position Rental shall be calculated by multiplying the total number of Aircraft Parking Positions assigned to and used by Airline times Aircraft Parking Position Rental per Aircraft Parking Position.

C. Should Airline stop providing Air Transportation at the Airport during any Fiscal Year, the Aircraft Parking Position Rental shall be recalculated for the portion of the Fiscal Year that Airline did conduct regularly scheduled Air Transportation at the Airport. The recalculation will be based on the Apron Area Requirement being calculated without a Competitive Credit. Airline agrees to repay the Aviation Commission the amount of recalculated Aircraft Parking Positions Rental minus any Aircraft Parking Position Rental payments made during that Fiscal Year. Airline agrees to pay this amount to the Aviation Commission within thirty (30) days of receipt of an invoice from the Aviation Commission.

Section 6.07 Calculation of Landing Fee

The Landing Fee shall be established and thereafter adjusted annually in the following manner:

A. Each Year, the Aviation Commission shall calculate the Airfield Requirement for the succeeding Fiscal Year by totaling the following amounts as set forth in the Annual Budget:

1. The total of the direct and indirect estimated Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Airfield Area;
2. An amount equal to 1.25 times the pro rata portion of the Airfield Area Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Airfield Area, or such other amount as may be required by the Bond Resolution;
3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Airfield Area;
4. Any other Airport Expense allocable to the Airfield Area not included in Paragraphs (1) through (3) above; and
5. An amount equal to any deficit or credit estimated for operation of the Airfield Area during the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.

B. The Airfield Area Requirement for the succeeding Fiscal Year shall be calculated by subtracting from total Airport Expense [the total of (1) to (5) above] a Competitive Credit in an amount determined appropriate by the Aviation Commission each Fiscal Year. The purpose of the Competitive Credit is to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines.

1. The Landing Fee Rate shall be calculated by dividing the Airfield Area Requirement calculated in accordance with paragraph (1) to (5) above by the estimated Total Landed Weight of all Aircraft Arrivals at the Airport for the succeeding Fiscal Year as estimated by the Aviation Commission. The Landing Fee Rate shall be multiplied by Total Landed Weight for each airline, including Airline, to determine the total Landing Fee payable by each airline. The

Landing Fee shall be calculated by multiplying Airline's Total Landed Weight for the month by the Landing Fee Rate then in effect.

Section 6.08 Calculation of Airport Security Services Fee

The Airport Security Services Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with airport security services for the succeeding Fiscal Year, as set forth in the Annual Budget netted by:
 1. The TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP); and
 2. An amount equal to any deficit or credit estimated for airport security services the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Airport Security Services Fee rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year. The Airport Security Services Fee shall be calculated by multiplying each airline's Enplaned Passengers for the month by The Airport Security Services Fee rate.

Section 6.09 Calculation of Passenger Assistance Services Fee

The Passenger Assistance Services Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with Passenger Assistance Services for the succeeding Fiscal Year, as set forth in the Annual Budget and netted by:
 1. An amount equal to any deficit or credit estimated for airport security services the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Security Reimbursements rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year.
- C. The Security Reimbursements shall be calculated by multiplying each airline's Enplaned Passengers of the month by The Security Reimbursements rate.

Section 6.10 Competitive Credit

The Competitive Credit may be fully or partially applied to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines. The Competitive Credit may be applied to one or more types of Rentals and Fees described in Section 6.04-6.09.

ARTICLE 7 - SUBORDINATION AND APPLICATION OF REVENUES

Section 7.01 Subordination to Bond Resolution

A. This Agreement and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the Aviation Commission to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Augusta-Richmond County. Augusta-Richmond County may amend or modify the Bond Resolution or make any change thereto that does not adversely affect Airline's rights or obligations under this Agreement. Except for the preceding sentence, conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution.

B. All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond Resolution.

ARTICLE 8 - CAPITAL IMPROVEMENTS

Section 8.01 Need for Acquisition (s) Capital Expenditures

The parties hereto recognize that Capital Improvements or acquisitions to preserve, protect, enhance, expand, or otherwise improve the Airport, or part thereof, may be required during the term of this Agreement. Any such Capital Improvement(s) or acquisition(s) paid for, financed, or refinanced with debt which negatively impacts rates and charges will be subject to the provisions of Section 8.02 below.

Section 8.02 Improvements Subject to Signatory Airline Consideration.

A. The Airport Director shall notify Airline, in writing, of the Aviation Commission's intent to undertake Capital Improvements or make an acquisition with newly issued Bonds. The Airport Director shall provide Airline with the following information associated therewith:

1. A description of the proposed Capital Improvement(s), or acquisition together with cost estimates, scheduling, and any preliminary drawings, if applicable;

2. A statement of the need for the proposed acquisition(s) or Capital Improvement(s), along with the planned benefits to be derived from such expenditures;
3. The Aviation Commission's preferred means of financing or paying the costs of the proposed acquisition or Capital Improvement(s); and
4. The planned allocation of the costs thereof to the Airfield Area or the Terminal Building and the projected effect on Airline Rentals and Fees.
5. The planned refinancing of prior improvements or acquisitions where applicable to MII consideration.

B. Within thirty (30) days after the Airport Director's delivery of said notice, Airline may request in writing, a meeting with the Airport Director for the purpose of discussing the proposed acquisition or Capital Improvement(s). Should such a request be made, the Airport Director shall meet with Signatory Airlines collectively within sixty (60) days of the original notice. The Aviation Commission agrees to consider comments and recommendations of the Signatory Airlines with respect to the proposed acquisition or Capital Improvement(s) to be financed with newly issued Bonds.

C. Unless Signatory Airlines constituting an MII shall issue written disapprovals for a particular Capital Improvement in the Airfield Area (for those Capital Improvements in the Airfield Area requiring MII consideration) or for a Capital Improvement in the Terminal Building (for those Capital Improvements in the Terminal Building requiring MII consideration) within thirty (30) days of the date of the meeting, the Aviation Commission may proceed with said acquisition or Capital Improvements. The Aviation Commission may also proceed at any time with the acquisition or Capital Improvements not requiring MII consideration, and with any other improvements or developments not defined as a Capital Improvement herein.

D. In the event of MII disapproval of a proposed acquisition or Capital Improvement subject to MII consideration, the Airport Director shall have the option to convene a second meeting with the Signatory Airlines within forty-five (45) days following the date of disapproval for the purpose of providing additional information relative to the proposed acquisition or Capital Improvement and to

request reconsideration. If, after the second meeting, Signatory Airlines constituting an MII notify the Aviation Commission that they do not concur with said acquisition or Capital Improvement(s), the acquisition or Capital Improvement(s) shall be deferred for two (2) years. In such ensuing timeline, the Aviation Commission may implement such Capital Improvement(s) and include, debt service (including coverage), or loan payments for such Capital Improvement(s) in the Rentals and Fees of the Signatory Airlines. The Aviation Commission may elect to move forward with said acquisition or Capital Improvement(s) through means other than issuing new Airport Revenue Bonds. Disapproval of an acquisition or Capital Improvement may be reversed by an MII at any time.

E. Augusta-Richmond County or its Aviation Commission may issue Bonds, Subordinated Lien Bonds, or Other Indebtedness to finance any acquisition or Capital Improvements permitted by this Article 8. All costs associated with an acquisition or Capital Improvements permitted by this Article 8, including but not limited to Operation and Maintenance Expenses (including appropriate reserves therefore) and capital charges, except as may be limited by this Section, shall be included in the determination of rates for Rentals and Fees in accordance with Exhibit D.

Section 8.03 Grants

The Aviation Commission will exercise its best efforts to obtain maximum Airport development grants-in-aid from federal, State, and local sources.

ARTICLE 9 - OBLIGATIONS OF AIRLINE

Section 9.01 Maintenance and Repair

It is understood and agreed that Airline shall have the following maintenance and repair obligations.

A. Maintenance of Terminal Building

1. Airline shall, at all times, maintain and repair its Exclusive Use Space in the Terminal Building so that it remains in a neat, clean, safe, and orderly condition. Airline will provide custodial maintenance in its Exclusive Use Space. However, the Aviation Commission may, at its sole discretion, provide some maintenance in Airline Exclusive Use Space as part of a Terminal Building general maintenance program.

2. Airline shall make no changes of any nature or character in, or additions to, the Terminal Building without the prior written approval of the Executive Director. Airline shall submit to the Executive Director for approval of its plans and specifications for any proposed project and shall comply with any reasonable conditions required by the Aviation Commission. Such additions, alterations, or improvements shall become the property of the Aviation Commission on the completion of construction, subject to the conditions set forth in Section 9.02.

3. Airline shall repair at its cost or, at the Aviation Commission's option, reimburse the Aviation Commission for the cost of repairing, replacing, or rebuilding any damages to the Terminal Building or other portions of the Terminal Building caused by the negligent or wrongful acts or omissions of Airline, its officers, employees, or agents and excepting ordinary wear and tear. Any repairs made by Airline shall be subject to inspection and approval by the Executive Director.

4. Airline shall be responsible at its cost for the cost of repairing, replacing, or rebuilding any damage to tenant improvements or Personal Property on Airline's Exclusive Use Space where the damages were not caused by acts or omissions of the Aviation Commission or its officers, or employees, contractors, tenants or agents. Any repairs made by Airline to any tenant improvements shall be subject to inspection and approval by the Executive Director. Should Airline fail to perform its material obligations hereunder, the Aviation Commission shall have the right to enter the Airline Leased Premises and perform such activities; provided, however, other than in a case of emergency, the Aviation Commission shall give Airline reasonable advance written notice of its non-compliance, not to exceed ten (10) days, prior to the exercise of this right; and provided, further however, that if the nature of the cure is such that it cannot be reasonably effectuated within ten (10) days, Airline shall have an additional period reasonably necessary to effectuate such cure as long as Airline pursues such cure with due diligence.

5. Airline shall not erect, maintain, or display on the Terminal Building any billboards, banners, advertising, promotional signs, or materials without the prior written approval of the Executive Director.

B. Maintenance of Apron Area

1. Airline shall remove to the extent reasonably practicable all of the accumulated oil, fuel, and grease caused by Airline's aircraft and ground equipment while operating on the Apron Area (s).
2. Airline shall maintain in a neat, clean, and orderly manner the portions of the Apron Area occupied by Airline's apron service equipment. The piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Airline Leased Premises in areas other than those designated by the Executive Director shall not be permitted.
3. Airline shall maintain its Premises in a safe, neat, and attractive condition at all times, and shall pick up and place all trash and debris in sealed bags and shall move such debris to a dumpster until it is disposed of in a manner acceptable to the Executive Director. Airline and Aviation Commission maintenance responsibilities are detailed in the tabular summary shown in Exhibit E.

Section 9.02 Ownership of Improvements

Upon completion or installation of any fixture, addition, or improvement on the Terminal Building, excluding Personal Property, such fixture, addition, or improvement shall immediately become the property of the Aviation Commission, as owner, subject only to the right of Airline to use same as set forth in this Agreement, and shall remain the property of the Aviation Commission thereafter with the sole right, title, and interest thereto.

Section 9.03 Liens

Airline shall cause to be removed promptly any and all liens of any nature arising out of or because of any construction performed by Airline or any of its contractors or subcontractors upon the Terminal Building or arising out of or because of the performance of any work or labor by or for it or them at said premises, reserving the right to contest in court the validity of any such liens. Airline shall have the right to post an appropriate bond to cover its obligations pursuant to this Section 9.03.

If any person or corporation attempts to assert a lien against the Terminal Building for improvements made by Airline, Airline shall hold the Aviation Commission harmless from such claim, including the cost of defense.

Section 9.04 Payment of Taxes

Airline shall pay (but such payment shall not be considered part of Airport Revenue) all lawful taxes, assessments, or charges (including any sales taxes imposed on Rentals and Fees paid by Airline) imposed by entities other than the Aviation Commission that, during the term of this Agreement, may become a lien or be levied on any interest in Airline's Leased Premises or any possessory right that Airline might have in or to said premises or any improvements thereof, by reason of its use or occupation thereof or otherwise, reserving to Airline, however, the right to contest, by administrative proceeding, court or otherwise, the validity or applicability of any such tax, assessment, or charge, as more specifically set forth in Paragraph 9.07(E).

Section 9.05 Vending Machines

Airline shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Airline's Leased Premises in areas accessible to the public except with the prior written approval of the Executive Director. This Section 9.05 shall not prohibit Airline from the installation, operation and maintenance of self-ticketing or passenger check-in machines, to include telephones, but the location and manner of such installation shall be subject to the prior written approval of the Executive Director.

Section 9.06 Employees of Airline

Airline shall require all of its employees and subcontractors or independent contractors hired by Airline working in view of the public and about the Terminal Building to wear clean and neat attire and to display appropriate identification. Airline employees shall obtain identification badges from the Aviation Commission. Airline will be responsible for paying for the cost of Transportation Security Administration required employee background checks and badging.

Section 9.07 Rules and Regulations

A. Airline shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.

B. Airline shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Aviation Commission, including, but not limited to, security, health, safety, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Aviation Commission. The Executive Director will provide a copy of the initial Rules and Regulations to Airline within thirty (30) days of the date of this Agreement.

C. Airline's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.

D. Airline shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity (other than the Aviation Commission) with jurisdiction pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.

E. Nothing herein contained shall be construed to prevent Airline from contesting the validity or applicability of any federal, State, or local law, regulation, or ordinance now in effect or hereinafter adopted or promulgated. Airline shall not be deemed to be in default of any requirement of this Agreement so long as such contest is diligently prosecuted in an appropriate forum by Airline or any other party to a similar agreement having interests consistent with those of Airline, or until thirty (30) days following the entry of a final judgment contrary to Airline's position, or the exhaustion of the Airline's appeals. However, should Airline contest the validity or applicability of any tax or fee, the payment of which might constitute a lien on Airport facilities, the Aviation Commission may require the posting of a bond or the placement in escrow of the amount of such tax or fee pending the outcome of such contest in order to avoid the imposition of such lien.

Section 9.08 Removal of Disabled Aircraft

Upon release of Airline's disabled aircraft by proper authorities, Airline shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways,

aprons, and gate positions) where it could interfere with day-to-day operations and place any such disabled aircraft in such storage area as may be designated by the Executive Director (or at Airline's discretion, in an off-Airport location). Airline may store such disabled aircraft only for such reasonable length of time and on such reasonable terms and conditions as may be established by the Aviation Commission. If Airline fails to remove any of its disabled aircraft promptly in accordance with this Section 9.08, the Executive Director may, but shall not be obligated to, cause the removal of such disabled aircraft. However, the obligation of the Aviation Commission to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline agrees to reimburse the Aviation Commission for all costs of such removal, and further, Airline hereby releases the Aviation Commission from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by the Aviation Commission except in the case of gross negligence or willful misconduct.

ARTICLE 10 - OBLIGATIONS OF AVIATION COMMISSION

Section 10.01 Operation as a Public Airport

The Aviation Commission covenants and agrees that, at all times, relevant to this Agreement, it will operate and maintain the Airport facilities, as defined hereinabove, as a public airport consistent with and pursuant to the Sponsor's Grant Assurances given by the Aviation Commission to the U.S. Government under the Federal Airport Act and consistent with the terms and conditions of this Agreement. The Aviation Commission further covenants and agrees to manage the Airport in a reasonable and prudent manner and to use due diligence in the operation and maintenance of Airport facilities.

Section 10.02 Access to Terminal Building

A. Subject to security considerations, upon payment of the rentals hereunder and performance of the covenants of this Agreement by Airline, Airline and its officers, employees, passengers, prospective passengers, and other persons doing business with Airline shall have (without additional charge) the free, unobstructed right of ingress to and egress from the Terminal Building by means of a lobby, passageway, or other Public Areas designated by the Aviation Commission for that purpose and connecting the Terminal Building with a vehicular roadway and walkways adjacent to the Terminal Building (and provided and maintained by the Aviation Commission and connecting with a

public street or other public highway outside the Airport), and with the Apron Area adjacent to the Terminal Building, all of which are more specifically defined in Exhibit C.

B. The use of the means of access specified by the Aviation Commission shall be in common with such other persons as the Aviation Commission may authorize or permit, and shall be subject to and in accordance with all applicable local laws and ordinances and such weight restrictions, use restrictions, rules, regulations, and ordinances as may be adopted by the Aviation Commission for the regulation and control of the users thereof.

C. The access provided for in Paragraph 10.02(A) shall not be used, enjoyed, or extended to any person or company engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform or receive under the provisions of this Agreement and applicable laws.

Section 10.03 Use of Other Public Areas

The officers, employees, passengers, and prospective passengers of Airline and other persons doing business with Airline shall have the right to use any space, facilities, and conveniences provided by the Aviation Commission at the Airport for use by airline passengers and other persons (including waiting rooms, lobbies, hallways, corridors, restaurants, restrooms, observation galleries, streets, highways, and vehicular parking areas), in each case, however, only in common with others authorized by the Aviation Commission to do so, at the times, to the extent, in the manner, and for the purposes for which they are made available for such use, in compliance with the terms and conditions on which they are made available for such use, and only in conformity with the Rules and Regulations with respect to the use thereof. Employee parking is subject to the terms of Section 11.04.

Section 10.04 Maintenance of Airport

The maintenance and custodial responsibilities of the parties are defined in Exhibit E attached hereto.

ARTICLE 11 - AVIATION COMMISSION'S RESERVATIONS

Section 11.01 Improvement, Relocation, or Removal of Structures

The Aviation Commission, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to improve, relocate, or remove any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions in accordance with 14 CFR Part 77 as it is presently set forth or as it may be amended from time to time.

Section 11.02 Right to Enter and Make Repairs

A. The Aviation Commission and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (with advance notification and at such times as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) to enter Airline's Leased Premises for the following purposes:

1. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Airline has complied and is complying with the terms and conditions of this Agreement with respect to such premises. Aviation Commission will provide advance notification to Airline of inspection no less than 48 hours from inspection time.
2. To perform maintenance and make repairs and replacements in any case where Airline is obligated to do so and has failed after reasonable notice to do so, in which event Airline shall reimburse the Aviation Commission for the cost thereof promptly on demand.
3. To perform maintenance and make repairs and replacements in any case where the Aviation Commission is obligated to do so, and in any other case where the Aviation Commission, in its reasonable judgment, determines that it is necessary or desirable to do so to preserve the structural safety of such premises or of the building in which such premises are located or to correct any condition likely to cause injuries or damages to persons or property.

B. No such entry by or on behalf of the Aviation Commission on any premises leased to Airline shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference

with the possession thereof by Airline; and no such entry on any premises for the exclusive or preferential use of which Airline has been granted a license shall constitute a revocation of such license or be deemed to constitute an interference with Airline's ability to operate from its Leased Premises. If the Aviation Commission, acting pursuant to Paragraph 11.02(A) (3), creates a condition that causes the premises to be untenable in whole, or in substantial part, then the Aviation Commission, if requested by Airline, will make alternative premises available to Airline and compensate Airline for all relocation costs and expenses incurred by reason of such relocation or abate rent during the period of such repairs.

Section 11.03 Airport Access License/Permit

The Aviation Commission reserves the right to establish a licensing or permit procedure for personnel and vehicles requiring access to the Airport operational areas and to levy a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. Airline shall pay such charge with regard to its own personnel or vehicles and shall, at the request of the Executive Director, cooperate in the collection of such charge with regard to any personnel or vehicles used by its suppliers. Any such charge shall not exceed an amount necessary to cover the actual regulatory or administrative expenses of such control measures.

Section 11.04 Airline Employee Parking

The Executive Director may designate areas from time to time to be used for parking automobiles by Airline's employees (including handicapped or disabled employees) working at the Airport. The Aviation Commission shall have the right to charge a reasonable fee for such privilege.

ARTICLE 12 - DAMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION

Section 12.01 Damage or Destruction of Terminal Building

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

A. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Aviation Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred,

the Executive Director shall so notify Airline, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building for which provision is made in Article 5 shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.

B. If such repairs and rebuilding cannot, in the reasonable judgment of the Aviation Commission, be completed within said 270 days, the Aviation Commission, at its option, to be evidenced by notice in writing to Airline, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore for which provision is made in Article 5 shall be abated from and after the date of occurrence of the damage.

C. The Aviation Commission shall use its best efforts to provide Airline with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Executive Director shall advise Airline, as soon as practicable, of the Aviation Commission's intention regarding any necessary repairs or restorations.

D. In the event, however, that the cause of the damage is the fault or negligence or wrongful act of Airline or its employees or agents, then the expense of all such repairs shall, subject to any insurance proceeds received by the Airport from the Airline's insurance on account of such damage, be borne by Airline and there shall be no abatement of rent or other charges payable hereunder.

Section 12.02 Insurance

A. During the term of this Agreement, Airline shall provide, pay for, and maintain with companies reasonably satisfactory to the Aviation Commission, the types of insurance described herein. All insurance shall be issued by responsible insurance companies eligible to do business in the State of Georgia.

B. All liability policies of Airline and its contractors shall provide that the Aviation Commission is an Additional Insured to the extent of Airline's contractual obligations hereunder. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. At least ten (10) calendar days prior to Airline's use of space or Airline's operations or

activities in regard to the Airport and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the County, Airline shall furnish the County evidence of all insurance policies negotiated. Prior to expiration of any then-current policy of insurance, Airline shall deliver to Airport evidence showing that such insurance coverage has been renewed. At least five (5) calendar days prior to the date of cancellation or reduction of coverage, as received in the written notice from the insurer, Airline shall deliver to the Airport Director, evidence showing reinstatement or other provision for the required insurance. All such evidence shall be in the form of certificates of insurance satisfactory to the Airport Director, accompanied by a certified true copy of an endorsement to each policy containing the language required by this paragraph and, if applicable, cross-liability coverage.

C. If at any time the Executive Director requests a written statement from the insurance company as to any impairments to the aggregate limit, Airline shall promptly authorize and have delivered such statement to the Aviation Commission. Airline authorizes the Aviation Commission and its insurance consultant to confirm with Airline's insurance agents, brokers, and insurance companies all information furnished the Aviation Commission, as to Airline's compliance with the Aviation Commission's insurance requirements.

D. All required insurance coverages of Airline shall be primary with respect to Airline's obligations under this Agreement.

E. The acceptance of delivery to the Aviation Commission of any certificate of insurance evidencing the insurance coverages and limits required under this Agreement does not constitute approval or acceptance by the Aviation Commission that the insurance requirements in this Agreement have been met.

F. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Executive Director.

G. The insurance coverages and limits required of Airline under this Agreement are designed to meet the minimum requirements of the Aviation Commission. They are not designed as a recommended insurance program for Airline. Airline is responsible for insuring its real and Personal Property located at the Airport. Airline, alone, shall be responsible for the sufficiency of its own insurance program. Should Airline have any questions concerning its exposure to loss under this Agreement, or the possible insurance coverages needed therefore, it should seek professional advice.

H. Airline and the Aviation Commission understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Airline agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. Airline shall furnish the Aviation Commission, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.

I. Airline's insurance companies or its authorized representative shall give the Aviation Commission thirty (30) days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated. Said notices shall be sent pursuant to Section 17.17 of this Agreement.

J. If at any time the Executive Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Aviation Commission. Renewal Certificates of Insurance must be provided to the Aviation Commission as soon as practical but in every instance immediately upon expiration of current coverages.

K. Should at any time Airline not provide or maintain the insurance coverages required under this Agreement, the Aviation Commission may terminate or suspend this Agreement upon ten (10) days advance written notice to the Airline's Facility Manager and to Airline's Leasing contact.

L. The amounts and types of insurance shall conform to the following minimum requirements with the use policies, forms, and endorsements or broader, where applicable.

1. Workers Compensation and Employer's Liability Insurance shall be maintained in force by Airline during the term of this Agreement for all employees engaged in the operations under this Agreement. The limits of coverage shall not be less than:

Workers' Compensation	Georgia Statutory
Employer's Liability	\$1,000,000 Limit Each Accident
	\$1,000,000 Limit Disease Aggregate

\$1,000,000 Limit Disease Each Employee

2. Airport Liability Insurance shall be maintained by Airline for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products, and Completed Operations Coverage and shall not exclude the Explosion, Collapse, and Underground Property Damage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The limits of coverage shall not be less than:

Airlines Operating Aircraft with fifty (50) or more seats:

Bodily & Personal Injury	\$100,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

Airlines Operating Aircraft with less than fifty (50) seats:

Bodily & Personal Injury	\$50,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

3. Aircraft Liability Insurance shall be maintained by Airline during the term of this Agreement for all owned, non-owned, leased, or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury	\$100,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

4. Business Automobile Liability Insurance shall be maintained by Airline during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury	\$5,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

5. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability, and the Business Automobile Policy. The limits of coverage shall not be less than:

Umbrella or Excess Liability Policy	\$100,000,000 Combined Single Limit
	Each Occurrence & Aggregate-Specific
	for this Agreement

	\$200,000,000 Combined Single Limit
	Each Occurrence & Aggregate-Not Specific
	for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury	\$10,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

Section 12.03 Indemnification

Except where, and to the extent, it is caused by the negligent or wrongful acts or omissions or willful misconduct of the agents, employees, contractors, officers, or board of Augusta Richmond County and the Aviation Commission, Airline agrees to protect, defend, reimburse, indemnify, and hold Augusta Richmond County and the Aviation Commission, its agents, employees, and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from the Aviation Commission by reason of any damage to property, or the environment, claims and liability or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, caused by or arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use or occupancy of the Airline Leased Premises, Airline's compliance with Title 49 CFR, Part 1542 requirements, Airline's negligent or wrongful acts, omissions, or operations hereunder or the performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline. Provided, however, that upon the filing by anyone of a claim with

Augusta Richmond County or the Aviation Commission for damages arising out of incidents for which Airline herein agrees to indemnify and hold Augusta Richmond County and the Aviation Commission harmless, Augusta Richmond County or the Aviation Commission shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of Augusta Richmond County. It is specifically agreed, however, that Augusta Richmond County, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against Augusta Richmond County for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal there from. Airline recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Aviation Commission in support of this indemnification in accordance with laws of the State of Georgia. This clause shall survive the termination of this Agreement as to claims arising during the term hereof. Compliance with the insurance requirements of this Article 12 shall not relieve Airline of its liability or obligation to indemnify Augusta Richmond County and the Aviation Commission as set forth in this Article 12.

Section 12.04 Relationships

Airline employees are not Aviation Commission or Augusta Richmond County employees and no “employer/employee” relationship exists.

Section 12.05 Non-liability of Agents and Employees

No board member, director, officer, agent, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution or attempted execution.

ARTICLE 13 - TERMINATION

Section 13.01 Termination of Agreement by Airline

A. Airline, at its option, may declare this Agreement terminated in its entirety at any time Airline is not in default in the payment of Rentals and Fees to the Aviation Commission by giving the Aviation Commission sixty (60) days advance written notice, to be served as hereinafter

provided, and by surrender of the Leased Premises on the happening of any one or more of the following events:

1. If the Terminal Building becomes untenable in whole, or in substantial part, and the Aviation Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement, and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.
 2. If the Aviation Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.
 3. If the Aviation Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Aviation Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.
 4. If the Aviation Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.
- B. No termination declared by Airline shall be effective unless and until not less than sixty (60) days have elapsed after the aforementioned written notice to the Aviation Commission specifying the date on which such termination shall take effect and the cause for which it is being terminated. The Aviation Commission may cure the cause of such termination within said 60-day period or such longer time as the parties may agree.

Section 13.02 Continuing Responsibilities of Airline

Notwithstanding the occurrence of any event of default by Airline, Airline shall remain liable to the Aviation Commission for all Rentals and Fees payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Aviation Commission elects to cancel this Agreement, Airline shall remain liable for and promptly pay all Rentals and Fees accruing hereunder

until the term of this Agreement has expired as set forth in Article 4 or until this Agreement is terminated by Airline pursuant to Section 13.01.

Section 13.03 Termination of Agreement by the Aviation Commission

A. The Aviation Commission, at its option, following all applicable notice and cure periods set forth herein, may declare this Agreement terminated on the happening of any one or more of the following events, and may exercise all rights of entry and re-entry to the Terminal Building:

1. If the Rentals and Fees, or other money payments that Airline herein agrees to pay, or any part hereof, shall be unpaid on the date by which payment is required to be made.
2. If Airline files a voluntary petition in bankruptcy, or makes a general assignment for the benefit of creditors, or if Airline is adjudicated as bankrupt.
3. The taking of jurisdiction of Airline or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any federal reorganization act.
4. The appointment of a receiver or a trustee of Airline's assets by a court of competent jurisdiction or a voluntary agreement with Airline's creditors and the same is not removed in ninety (90) days.
5. If any act occurs that deprives Airline permanently of the rights, powers, and privileges necessary for the proper conduct and operation of its Air Transportation business.
6. If Airline abandons and fails to use the Terminal Building for a period of thirty (30) days at any one time, except when arising out of or related to a Section 17.09 force majeure event.
7. If Airline uses or permits the use of its Leased Premises in the Terminal Building at any time for any purpose for which the use thereof at that time is not authorized by this Agreement, or by a subsequent written agreement between the parties, or permits the use thereof in violation of any law, rule, or regulation with which Airline has agreed in this Agreement to conform.

8. If Airline discontinues Air Transportation to the Airport as a consequence of Airline's filing of a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other statute of the United States or any state thereof, or being adjudged bankrupt, Airline shall be deemed to have forfeited its leasehold space.

9. If Airline fails to operate at least weekly scheduled passenger service departures from the Airport, for a period of ninety (90) days or more (except when arising out of or related to a Section 17.09 force majeure event).

10. If Airline is in violation of any provision of this Agreement not cured within a sixty (60) day period as specified in the following paragraph.

B. No termination declared by the Aviation Commission shall be effective unless and until at least sixty (60) days have elapsed after written notice to Airline specifying the date upon which such termination shall take effect and the cause for which it is being terminated. Notwithstanding such default, no termination shall occur if Airline cures the default within said sixty (60) day period; provided that if cure would reasonably require a longer time to cure, the Airline may take such additional time to cure, as agreed upon by the Parties, as long as Airline commences to cure within the original sixty (60) day period and diligently pursues a cure.

Section 13.04 Possession by the Aviation Commission

In any of the aforesaid events in this Article 13, the Aviation Commission may take possession of Airline's Leased Premises upon termination of this Agreement and remove Airline's effects without being deemed guilty of trespassing. On said default, after expiration of any applicable cure period, the Aviation Commission shall have and reserve all of its available remedies at law as a result of said breach of this Agreement. Failure of the Aviation Commission to declare this Agreement terminated on default of Airline for any of the reasons set forth herein shall not operate to bar, destroy, or waive the right of the Aviation Commission to cancel this Agreement by reason of any subsequent violation of the terms hereof.

ARTICLE 14 - RIGHTS ON TERMINATION OR REASSIGNMENT

Section 14.01 Fixed Improvements

It is the intent of this Agreement that any leasehold improvements and any alterations thereto shall be and remain the property of the Aviation Commission during the entire term of this Agreement and thereafter.

Section 14.02 Personal Property

On termination of this Agreement, Airline shall remove all Personal Property from its Leased Premises within thirty (30) days after said termination and, subject to Section 14.01, restore the Leased Premises to their original condition, ordinary wear and tear and the Aviation Commission's express obligations, excepted. If Airline fails to remove said Personal Property, the Aviation Commission may thereafter remove said property at Airline's expense.

ARTICLE 15 - ASSIGNMENT

Section 15.01 Assignment

Airline shall not assign or transfer this Agreement or any right or leasehold interests granted to it by this Agreement or otherwise transfer any interest in or to the Terminal Building without the prior written approval of the Aviation Commission; provided however, Airline may assign this Agreement without need of approval to any corporation with which Airline may merge or consolidate or to which Airline may sell or assign all or substantially all of its corporate assets or to a wholly owned subsidiary. Said approval shall not be unreasonably withheld. The Aviation Commission expressly reserves the right to withhold approval of a proposed assignment of any ticket counter space, office area space, baggage makeup space, airline operations space, or hold room space with associated aircraft parking position(s) if any other such space is vacant and available for lease and/or use on a per-use basis.

Section 15.02 Successors and Assigns Bound

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE 16 - GOVERNMENT INCLUSION

Section 16.01 Governmental Agreements

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Aviation Commission and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. The Aviation Commission agrees to provide Airline written advance notice of any provisions that would adversely modify the material terms of this Agreement.

Section 16.02 Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 16.03 Nondiscrimination

A. Airline, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Leased Premises, (2) in the construction of any improvements on, over, or under Airline Leased Premises and the furnishing of services thereon, no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (3) Airline shall use the Airline Leased Premises in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as such Title and Regulations may be amended.

B. In the event of breach of any of the above nondiscrimination covenants that is not cured, the Aviation Commission shall have the right to terminate this Agreement after such action as the United States Government may direct to enforce this covenant has been followed and completed, including exercise or expiration of appeal rights. If said breach has been cured, Aviation Commission may not terminate this Agreement.

Section 16.04 Security

Airline shall not bring into or operate any vehicle or motorized equipment within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Agreement, as well as the Airport Vehicle Training Program and the Airport Tenant Security Program both of which as defined by the Aviation Commission and the TSA respectively. When operating within any Air Operations Area, Airline shall cause its vehicles and equipment to move directly to and from the entrance gate or Airline Leased Premises and the aircraft shall not enter or move about any other Non-Movement Area. Airline, its officers, employees, agents, and those under its control, shall comply with security measures required of Airline or the Aviation Commission by the FAA, TSA, U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 respective to Airline's Exclusive Use Space. If Airline, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Aviation Commission, then, in addition to the provisions of Section 12.03, Airline shall be responsible and shall reimburse the Aviation Commission in the full amount of any such monetary penalty or other damages, including attorney fees and other costs to defend the Aviation Commission against such claims. Airline shall be responsible for having employee background checks performed through the Aviation Security Clearing House for all of its employees at the Airport. If Airline asks the Aviation Commission to perform these background checks for its employees at the Airport, Airline shall reimburse the Aviation Commission its cost, plus fifteen percent (15%) for administration.

Section 16.05 Environmental

A. General Conditions.

Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Airline, Airline hereby expressly covenants, warrants, and represents to the Aviation Commission, in connection with Airline's operations at the Airport, the following:

1. Airline is knowledgeable of all applicable Environmental Laws (as herein after defined) that apply to Airline's operations at the Airport and acknowledges that such Environmental Laws change from time-to-time, and Airline agrees to keep informed of any such future changes.
2. Airline shall not cause or permit any Hazardous Materials hereinafter to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Airline, its agents, employees, contractors, or other person except in compliance with applicable Environmental Laws (as hereinafter defined).
3. Airline shall comply, and shall at all times ensure that all Airport premises occupied by it are kept in compliance, with all applicable federal, State of Georgia, and local laws, ordinances, regulations, and orders relating to health, safety and protection of persons, the public, and/or the environment with respect to Hazardous Materials (collectively "Environmental Laws"). Airline shall make available for review upon the reasonable request of the Executive Director, all non-privileged reports, assessments, or other documents satisfactory to the Aviation Commission showing that no Airport premises occupied by Airline are being used nor have been used by Airline for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any Hazardous Materials in violation of Environmental Laws.
4. Except for aboveground deicing fluid storage tanks, Airline shall not install or allow to be installed any aboveground or underground storage tanks on any Airport premises without the prior written consent of the Executive Director. For aboveground deicing fluid storage tanks, Airline must obtain the Executive Director's written approval and obtain all

necessary federal, State of Georgia, and local licenses and permits. Airline is responsible at its sole cost and expense for periodically having all of its storage tanks inspected and recertified if and to the extent required by Environmental Laws. Copies of recertifications shall be provided to the Executive Director.

5. Except as provided herein, Airline shall keep Airline Leased Premises free of all environmental, health, or safety hazards and/or nuisances of any kind whatsoever, as defined by applicable environmental laws. Prior to Airline's occupancy of any Airline Leased Premises, Airline and the Aviation Commission, or the Aviation Commission's designated agent, shall perform a visual inspection of the condition of premises to be occupied by Airline, and shall make written notation of any pre-existing conditions discovered; subsequently, Airline shall not be responsible to the Aviation Commission with respect to those or any other pre-existing conditions.

6. Airline shall notify the Aviation Commission promptly upon discovery of any Hazardous Material on, in, under, or emanating from Airport premises occupied by Airline, any release or threat of release of a Hazardous Material by Airline, illness caused by exposure thereto, as well as any actual or threatened, environmental, health, or safety liability, including, but not limited to, claims, lawsuits, notices of violation, complaints, and investigations. Airline shall immediately, and at its own expense, take all actions if and to the extent legally required to remediate, abate, and/or rectify any such conditions at or upon the Airport if caused by the Airline. If Airline fails to timely take such actions, and as a result the Aviation Commission is required to remediate and/or abate any such conditions on or upon such premises, it may do so upon reasonable notice (under the circumstances) to Airline, and Airline shall pay all costs incurred by the Aviation Commission if caused by the Airline, with copies provided to Airline of any reports, analyses, notices, claims, complaints, demands, investigations, requests for information, and/or other documents, correspondence, or other written materials relating to the environmental condition on or of the Airport premises at issue and/or Hazardous Materials on, in, under, or emanating from those premises upon receipt, completion, or delivery of such materials.

7. Except as may otherwise be provided herein or as approved by the Executive Director, Airline will not make or allow to be made any change in usage, additions, or

improvements in, on, or to any Airport premises that will result in the presence or release of Hazardous Materials on any Airport premises.

8. If Airline breaches the obligations stated in this section then, Airline shall indemnify, and hold the Aviation Commission harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, damages for the loss or restriction on use of Airline Leased Space or of any amenity of the premises, natural resource damages, damages arising from any adverse impact on marketing of space, damage to other property, or the environment, and sums paid in settlement of claims, reasonable attorney's fees, consultant and expert fees except to the extent caused by the gross negligence or willful misconduct of the Aviation Commission. Without limiting the foregoing, if the presence of any Hazardous Material on such premises caused or permitted by Airline results in any contamination of the premises, other property, or the environment, Airline shall promptly notify the Aviation Commission.

9. Airline agrees to cooperate with any investigation, audit, or inquiry by the Aviation Commission or any governmental agency regarding possible violation by Airline of any Environmental Laws upon the Airport.

10. Airline agrees that all remedies of the Aviation Commission as provided herein with regard to violation of any Environmental Laws shall be deemed cumulative in nature and shall survive termination of this Agreement.

11. Airline agrees that any notice of violation, notice of noncompliance, or other enforcement action shall be provided to the Aviation Commission within five (5) business days of receipt by Airline or Airline's agent. Any violation or noncompliance with Environmental Laws shall be deemed a default under this Agreement. Such default may be cured within ten (10) days of receipt of notice of default from the Executive Director, or such longer period as may be required to effect a cure, provided Airline notifies the Executive Director of its intention to cure within said ten (10) days and thereafter diligently prosecutes the cure to completion. Any such default that is not cured shall be grounds for termination of this Agreement.

12. In entering into this Agreement, the Aviation Commission expressly relies on the covenants, representations, and warranties of Airline as stated herein.

B. Stormwater.

1. Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on Airport land owned by Augusta-Richmond County, are subject to County, State and Federal stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Aviation Commission's property and uses thereof.

2. The Aviation Commission and Airline both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

3. The Aviation Commission will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline will be obligated to comply from time-to-time, including, but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within fifteen (15) days of receipt of such written notice, it shall notify the Aviation Commission in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between the Aviation Commission and Airline, those stormwater permit requirements for which it has received written notice from the Executive Director, and Airline agrees that it will hold harmless and

indemnify the Aviation Commission for any violations or noncompliance by Airline with any such permit requirements.

C. Solid and Hazardous Waste.

1. If Airline is deemed to be a generator of Hazardous Waste, as defined by Environmental Laws, Airline shall obtain a generator identification number from the U.S. Environmental Protection Agency and shall comply with all Environmental Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such Hazardous Wastes are conducted in full compliance with Environmental Laws.

2. Airline agrees to make available to the Aviation Commission, upon request, copies of all hazardous waste generator application documentation, monitoring reports, transportation, responses, storage and disposal plans, and material safety data sheets within fifteen (15) days of any such requests by the Aviation Commission.

ARTICLE 17 - MISCELLANEOUS

Section 17.01 Noninterference with Airport Operations

Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that interferes with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, on reasonable notice to Airline and opportunity to cure, the Aviation Commission reserves the right to enter the Airline Leased Premises and cause the abatement of such interference at the expense of Airline.

The Aviation Commission shall maintain and keep in repair the Airport landing areas, including taxiways, and shall have the right to direct and control all activities of Airline in this regard.

Section 17.02 Headings of Articles and Sections

The headings of the various articles and sections of this Agreement are merely for convenience of reference and do not limit the content of the articles and sections.

Section 17.03 Governing Law

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Georgia, with venue in Augusta-Richmond County, Georgia or the Southern District of Georgia federal court.

Section 17.04 Quiet Enjoyment

Airline shall, on payment of the Rentals and Fees as herein required, and subject to the performance and compliance by Airline of the covenants, conditions, and agreements on the part of Airline to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances, and facilities as granted hereby and subject to the Rules and Regulations.

Section 17.05 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically incorporated and made a part of this Agreement.

Section 17.06 Incorporation of Required Provisions

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or federal agency having the authority to regulate or control Airport operations or air traffic

Section 17.07 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 17.08 Non-waiver of Rights

No waiver by either party, at any time, of any of the terms, conditions, covenants, or agreements herein, or of any forfeiture, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the Aviation Commission to re-enter the

Terminal Building, and no subsequent acceptance by the Aviation Commission of rentals then or thereafter accrued, and no delay, failure, or omission of either party to exercise any right, power, privilege, or option arising from any default shall impair any such right, power, privilege, or options, or be construed to be a relinquishment thereof, or a waiver of such default or acquiescence therein, and no notice by either party shall be required to restore or revive any option, right, power, remedy, or privilege after waiver by such party of default in one or more instances. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. All rights provided by this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclusive of any other remedies provided by law, and the exercise of one right, power, option, or remedy by either party shall not impair its rights to exercise any other right, power, option, or remedy.

Section 17.09 Force Majeure

Neither the Aviation Commission nor Airline shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder, during and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of a public enemy, terrorism, acts of superior governmental authority, pandemic, epidemic, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible, and which are not within its control. This provision shall not apply to failures by Airline to pay Rentals and Fees, or to make any other money payments required by this Agreement. This Section 17.09 shall not prevent either party from exercising its rights of termination specified under Articles 13 and 14 (except as expressly set forth therein).

Section 17.10 General Interpretation

Insofar as this Agreement grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Airline, such use or the doing of such act or thing by Airline is to be in connection with the operation of its Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Agreement solely for its own benefit; and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Agreement) the Agreement does not grant to any third person (excepting a successor party to the Aviation

Commission or Airline) a right to claim damages or bring any suit, action, or other proceeding against either the Aviation Commission or Airline because of any breach hereof.

Section 17.11 Agreements between the Aviation Commission and Other Airlines

The Aviation Commission agrees not to enter into any scheduled airline operating agreement and terminal building lease with any other airline conducting similar operations at the Airport after the date of this Agreement that contains more favorable Rentals and Fees and other terms and conditions than those provided in this Agreement. The above notwithstanding, the Aviation Commission reserves the right to offer incentives, in any form, including the abatement of Rentals and Fees for a period of time, to airlines offering new air services, subject to and in compliance with, all Federal Grant Assurances, the FAA's Revenue Use Policy and applicable laws. Said incentives may provide an airline offering new air service more favorable terms, conditions, rentals, and fees for an initial period of time. Airline shall not be required to recompense the Aviation Commission for financial shortfalls, if any, caused by the offering of incentives.

Section 17.12 Rights Non-Exclusive

Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and the Aviation Commission reserves the right to grant similar privileges to others, provided that, in doing so, the Aviation Commission does not interfere nor alter, or purport to alter, Airline's rights and privileges hereunder.

Section 17.13 Capacity to Execute

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

Section 17.14 Acknowledgment

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the Aviation Commission by reason of the preparation of this Agreement by the Aviation Commission.

Section 17.15 Severability

In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either the Aviation Commission or Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 17.16 Approvals

Unless otherwise stated, whenever this Agreement calls for approval by the Aviation Commission, such approval shall be evidenced by the written approval of the Executive Director. Any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 17.17 Notices

All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. If intended for the Aviation Commission, notices shall be delivered to:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906-9620

or to such other address as may be designated by the Executive Director by written notice to Airline.

Notices to Airline shall be delivered to:

US/Overnight Mail:

American Airlines
Attn: Vice President Corporate Real Estate
4333 Amon Carter Blvd. MD 5317
Fort Worth, Texas 76155

or to such other address as may be designated by Airline by written notice to the Aviation Commission.

Section 17.18 Agent for Service

It is expressly understood and agreed that if Airline is not based in the State of Georgia, or is an association or partnership without a member or partner resident in said state, Airline shall appoint an agent, qualified to do business in the State of Georgia, for the purpose of service of process in any court action between it and the Aviation Commission arising out of or based upon this Agreement. Airline shall, within ten (10) days of execution of this Agreement, notify the Aviation Commission, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Georgia for service upon a nonresident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Georgia by the registered mailing of such service at the address set forth above.

Section 17.19 Time Is of the Essence

Time is of the essence in this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

ATTEST:

AUGUSTA, GEORGIA

By: _____
Clerk

Garnett L. Johnson, Mayor

ATTEST:

AVIATION COMMISSION:

By: _____
Secretary

Aviation Commission Chair

ATTEST:

AIRLINE:

By: _____
Secretary

President

EXHIBIT A AIRPORT LAYOUT PLAN

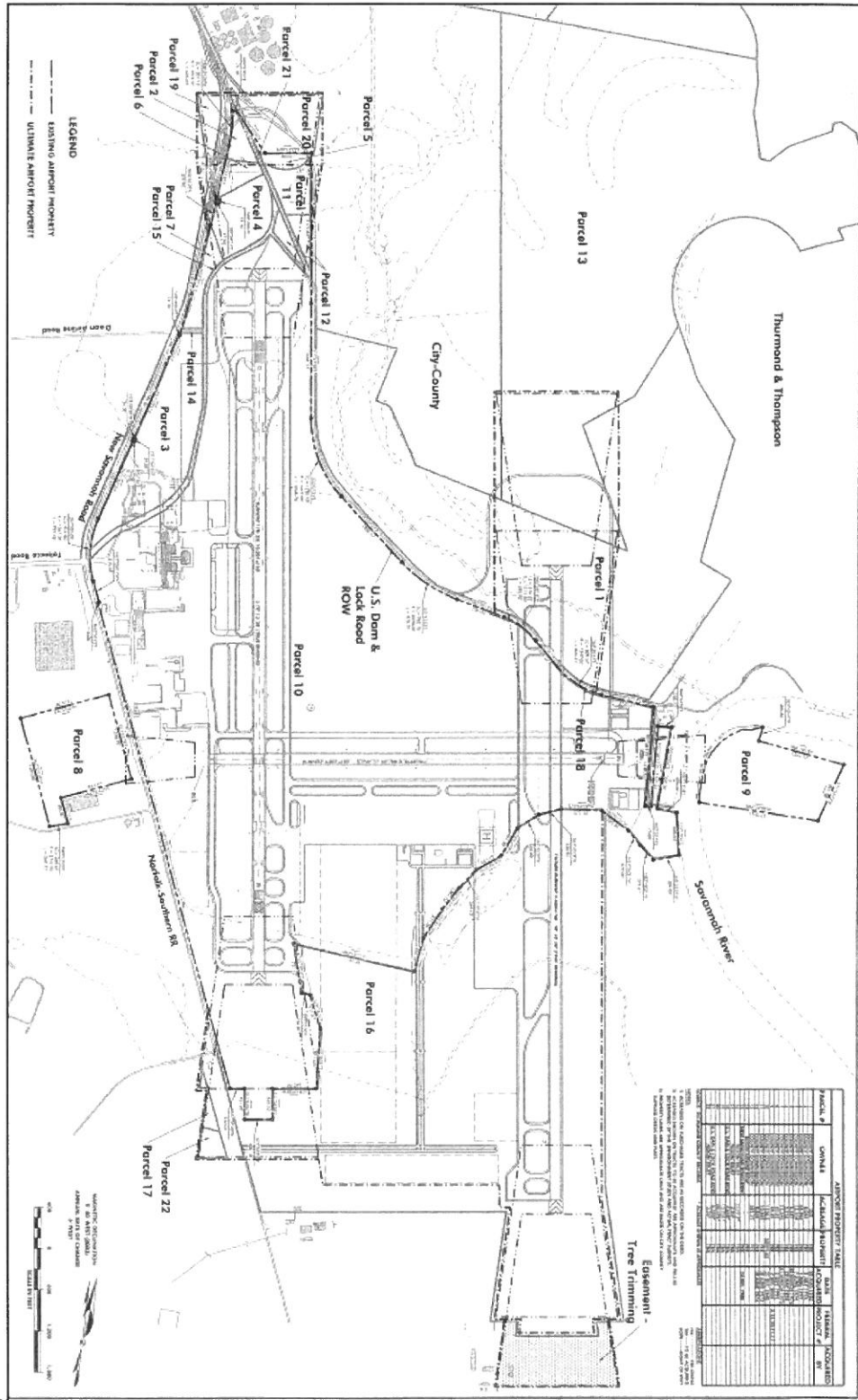


EXHIBIT B AIRPORT COST CENTERS

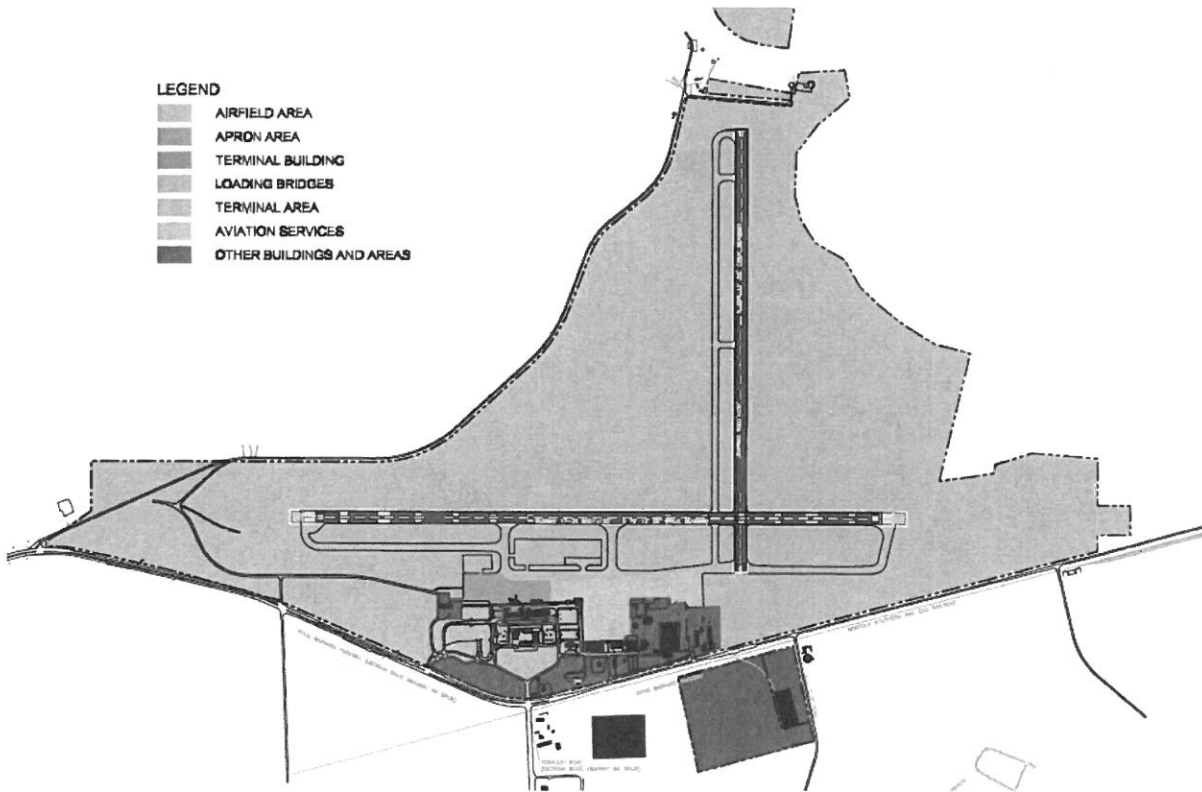
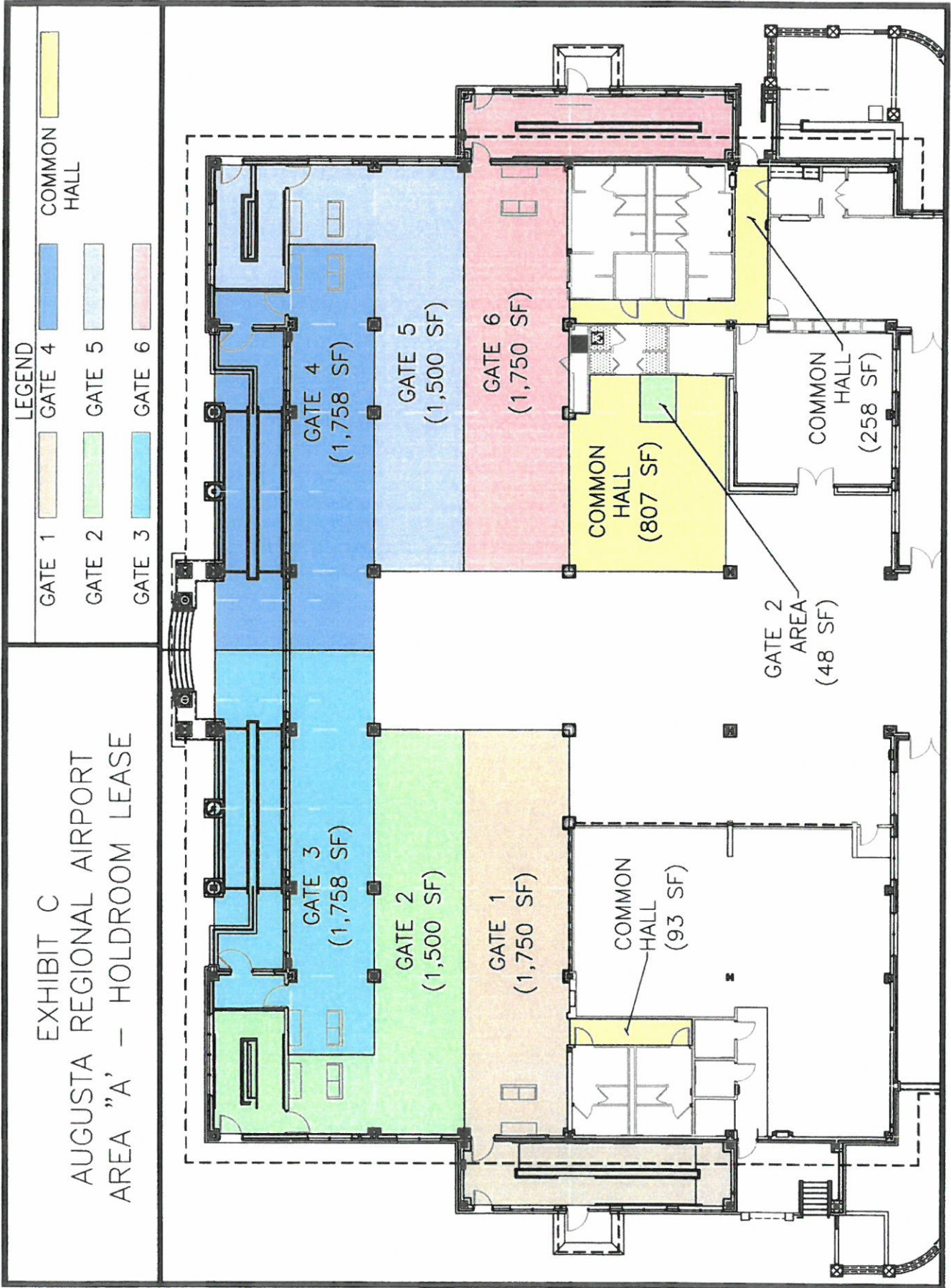
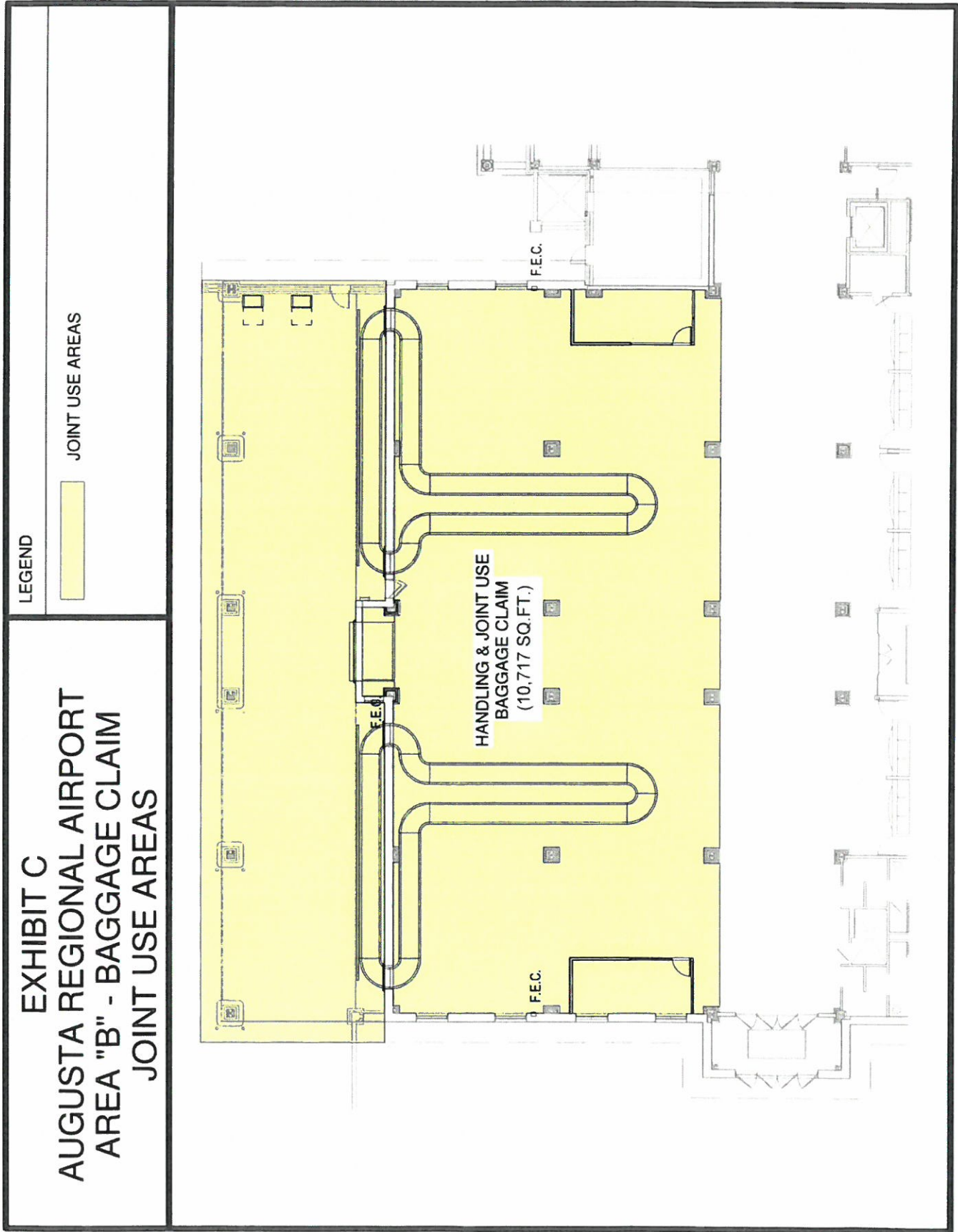


EXHIBIT C
Page

EXHIBIT C

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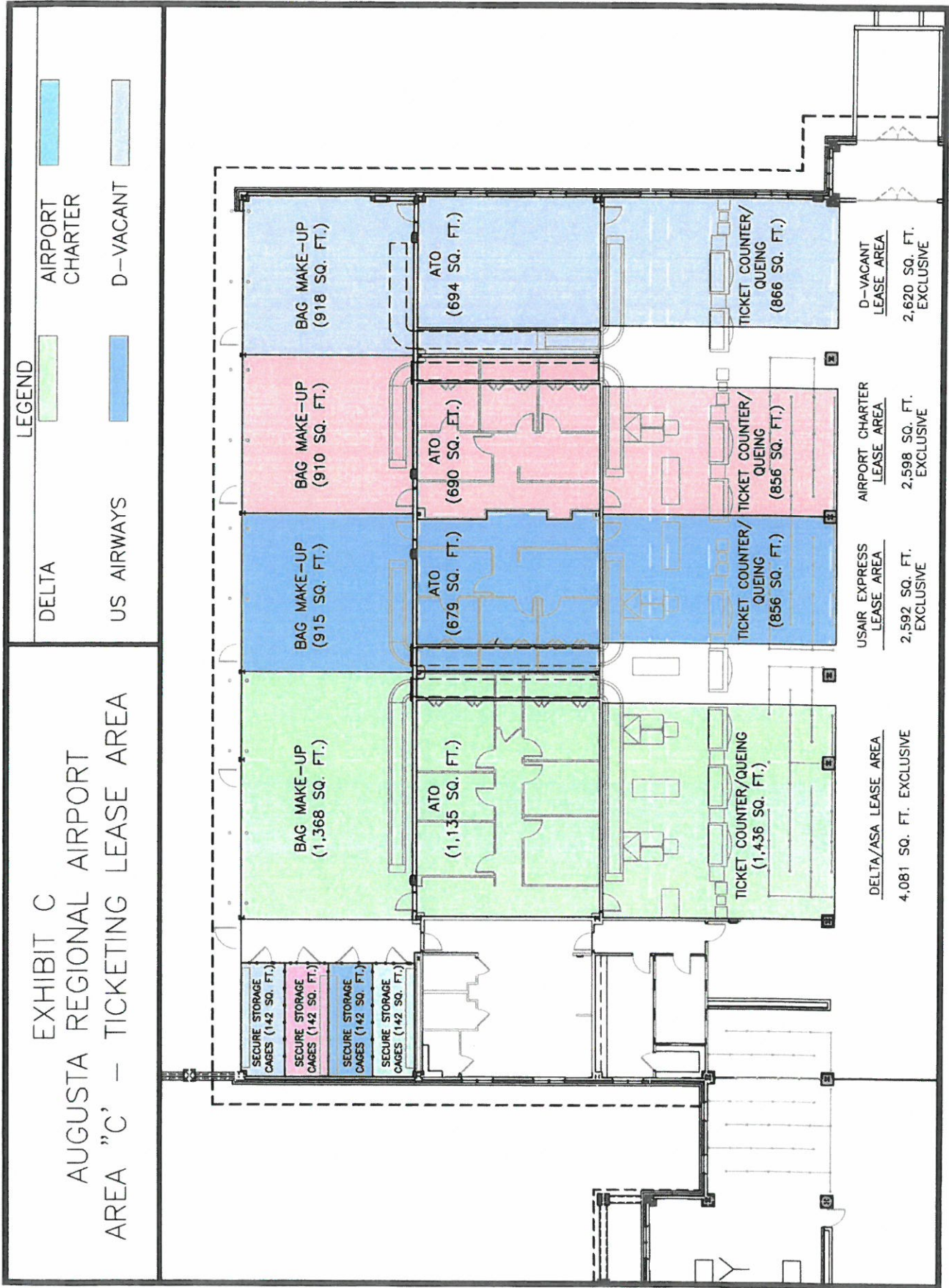


EXHIBIT C
AUGUSTA REGIONAL AIRPORT
AREA "D" - OTHER

LEGEND

COMMON USE CONNECTOR CIRCULATION

COMMON USE SECURITY CHECKPOINT

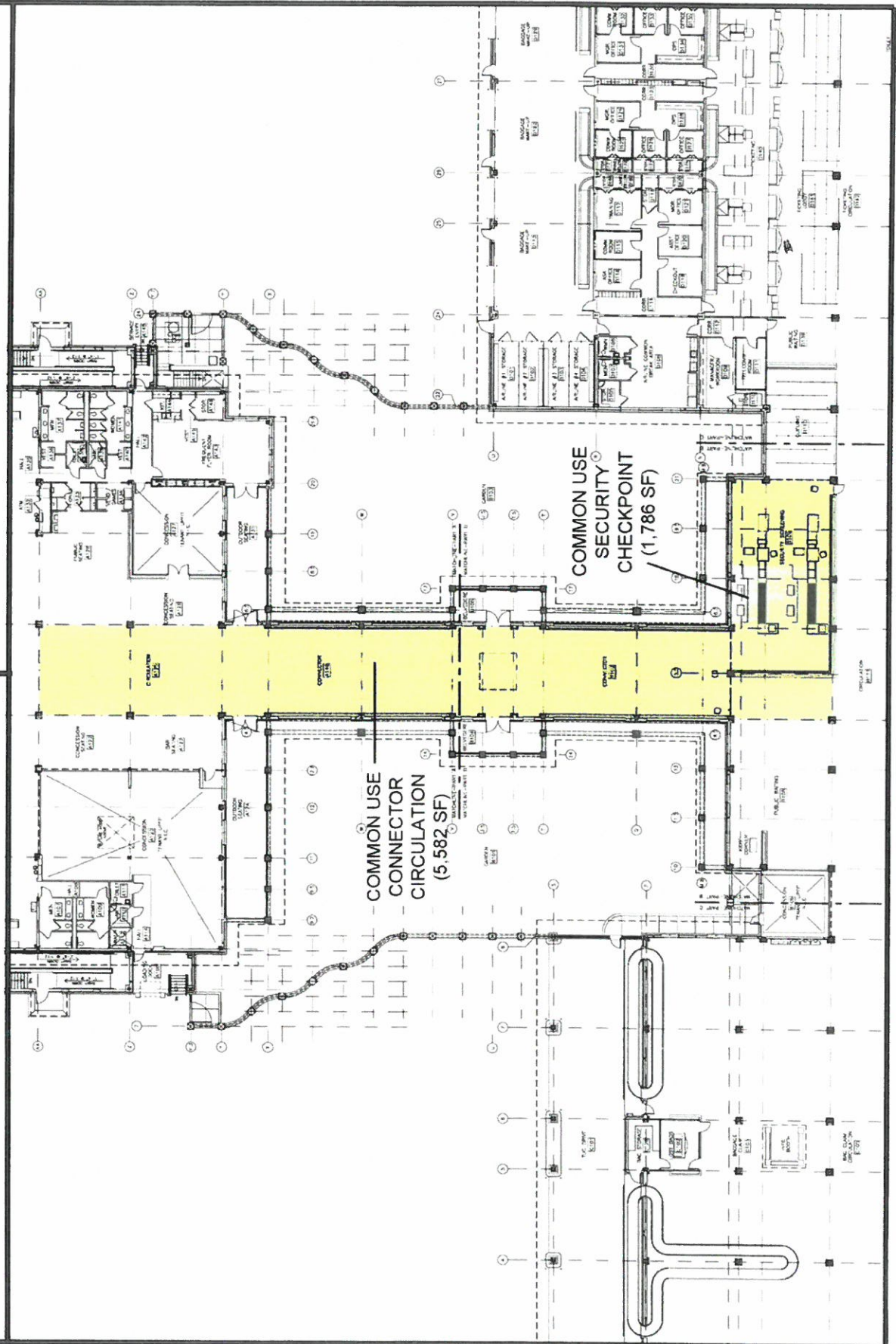


EXHIBIT D
RATE STRUCTURE FOR RENTALS AND FEES

CATEGORY	UNIT
I. Terminal Building Rental Rate	Per Square Foot
II. Apron Area Rental Rate	Per Position
III. Loading Bridge Rate	Per Bridge
IV. Landing Fee Rate	Per 1,000 pounds of CMGLW

Actual rates for rents and fees will be identified in a separate rates and charges addendum that will be presented to the airlines annually and will be consistent with the Airport's Debt Service Requirement and coverage as set forth in the 2015 Bond Resolution.

EXHIBIT E
RESPONSIBILITIES OF AVIATION COMMISSION AND AIRLINES FOR
OPERATION AND MAINTENANCE OF TERMINAL BUILDING

Airline's Responsibility

Unless otherwise provided, Airline shall at its sole cost and expense, maintain the non-public view portions of Airline's leased areas and every part thereof in good appearance, repair, and safe condition including but not limited to:

1. Maintain all improvements in Airline's leased areas, including furnishing, fixtures, and equipment (including the mini-split A/C system in Radio/Comm Rooms) whether installed by Airline or the Aviation Commission.
2. Maintain all interior walls, ceilings, doors, floor finishes and carpeting, all locks, interior lighting, building glass, all interior painting and finishes.
3. Maintain all plumbing systems and fixtures within Airline's leased areas.
4. Provide all janitorial services to its non-public view leased areas.

Aviation Commission's Responsibilities

Unless otherwise provided, Aviation Commission shall at its sole cost and expense, maintain the public view portions of Airline's leased areas and the remainder of the Terminal and every part thereof in good appearance, repair, and safe condition including but not limited to:

1. Maintain the Terminal Building structural members, exterior structure and finish, and roof of the Terminal Building.
2. Maintain all pavements and subsurface drainage structures in the Assigned Areas.
3. Maintain the building heating, ventilation, air conditioning (HVAC) as well as the electrical systems and lighting fixtures in the Terminal (excluding the non-public view leased area of Airline). Relamping of the Terminal (excluding airline non-public view space).
4. Provide janitorial services in the Terminal for Preferential, joint use, common and public space.
5. Maintain the landscaping and exterior areas of the landside of the Terminal.
6. Maintain baggage conveyor and baggage handling systems for both outbound and inbound bags.

EXHIBIT E
RESPONSIBILITIES OF THE AVIATION COMMISSION AND
AIRLINES FOR OPERATION & MAINTENANCE OF TERMINAL BUILDING
SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

	Exclusive Use Premises			Joint Use Premises		Preferential Use Premises		
	Ticket Counters	Offices & Operations	Bag Make-up	Baggage Claim	Aircraft Aprons	Hold-rooms		
Air Conditioning	COMMISSION	COMMISSION	n/a	COMMISSION	n/a	COMMISSION		
	COMMISSION	COMMISSION	COMMISSION	COMMISSION	n/a	COMMISSION		
Heating								
Lighting								
a. Bulb & Tube Replacement	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION		
b. Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION		
Electrical Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION		
Water								
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	COMMISSION	n/a		
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a		
Sewage								
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a		
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a		
Maintenance								
a. Other than Structure	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION		
b. Structure	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION		
c. Exterior	n/a	COMMISSION	COMMISSION	COMMISSION	COMMISSION	n/a		
Custodial Service	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	n/a		
Window Cleaning								
a. Exterior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION		
b. Interior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION		
Ramp - Concrete Repair	n/a	n/a	n/a	n/a	COMMISSION	n/a		
Snow Removal								
a. Larger ramp area	n/a	n/a	n/a	n/a	n/a	n/a		
b. Gate areas & walkway to aircraft	n/a	n/a	n/a	n/a	n/a	n/a		

Augusta Regional Airport

1

EXHIBIT F

AUGUSTA REGIONAL AIRPORT
MONTHLY ACTIVITY REPORTAugusta Regional Airport Monthly Statistical Information
Due by the 10th of the Month

Carrier: PSA		Reporting Period: July	
Landing Information		Monthly Statistics	
	Number	Enplane	Deplane
Charter Flights		Revenue Passengers	2,367
Diverted Flights		Non Revenue Passengers	126
Scheduled Flights	65	Total Passengers	2,493
Canceled Flts Due to:			
ATC		Seating Capacity	3,250
Crew (CW)			
Holiday Reduction (HR)		Mail (Pounds)	
Maintenance (MT)		Express (Pounds)	
Prescheduled XLN (PC)		Freight (Pounds)	160
Weather (WX)			
Aircraft Damage			
Other-Apt Const/Rwy.Const			
Flights Operated	65		
Landing Fees			
A Type of Aircraft	B Gross Certified Landing Weight	C Number of Landings	D Landing Fee Calculation at \$.77 per 1000 pounds
AT7	47,068		(B) X (C) / 1,000 X \$0.77=
CRJ-200	47,000	65	(B) X (C) / 1,000 X \$0.77=
CRJ-400	47,000		(B) X (C) / 1,000 X \$0.77=
CRJ-700	67,000		(B) X (C) / 1,000 X \$0.77=
CRJ-900	73,500		(B) X (C) / 1,000 X \$0.77=
EMB120	24,800		(B) X (C) / 1,000 X \$0.77=
EMB135	40,785		(B) X (C) / 1,000 X \$0.77=
EMB145	47,000		(B) X (C) / 1,000 X \$0.77=
EMB145-ER	41,226		(B) X (C) / 1,000 X \$0.77=
EMB145 -LR	42,549		(B) X (C) / 1,000 X \$0.77=
EMB145 XRJ	44,092		(B) X (C) / 1,000 X \$0.77=
J-31	15,906		(B) X (C) / 1,000 X \$0.77=
Dash 8	34,500		(B) X (C) / 1,000 X \$0.77=
Dash 8-300	42,000		(B) X (C) / 1,000 X \$0.77=
B737-300	114,000		(B) X (C) / 1,000 X \$0.77=
B737-400	146,300		(B) X (C) / 1,000 X \$0.77=
B737-500	110,000		(B) X (C) / 1,000 X \$0.77=
B737-800	144,000		(B) X (C) / 1,000 X \$0.77=
B767-800	350,000		(B) X (C) / 1,000 X \$0.77=
MD 88	108,000		(B) X (C) / 1,000 X \$0.77=
			(B) X (C) / 1,000 X \$0.77=
			(B) X (C) / 1,000 X \$0.77=
			(B) X (C) / 1,000 X \$0.77=
TOTAL NO. OF LANDINGS		65	TOTAL CHARGES
			2,352.35
Departure Performance			
0-15 min	60		
16-30 min	1		
31-60 min	0	I hereby certify that this is a true and correct statement:	
60 min+	4	Station Managers	
Lost Bag Claims	0	Signature	Gregory Campbell
PAWOB	0	Date	8/8/08



Public Services Committee Meeting

Meeting Date: April 11, 2023

Airline Operating Agreement and Terminal Building Lease with Delta Airlines

Department:	Augusta Regional Airport
Presenter:	Herbert Judon
Caption:	Motion to approve the Airline Operating Agreement and Terminal Building Lease with Delta Airlines. Approved by the Augusta Aviation Commission on March 30, 2023.
Background:	<p>The two incumbent airlines at AGS have been operating under an agreement since 2013. The term of the most recent agreement (2018) was for five years. Both airlines operate under the same agreement with the same terms.</p> <p>The preference is to have both airlines on the same leasing schedule. Both airlines have agreed to a new agreement with a three (3) year term with one two (2) year option for renewal. Airport and airline staff have developed a mutually agreeable contract.</p>
Analysis:	The agreement will protect the interests of the Airport and is mutually agreeable to both parties.
Financial Impact:	This is a money in / receivables action for the Airport. The agreement encompasses various lease, operating, and privileges fees (rates & charges) the commercial airlines pay to operate at the Augusta Regional Airport.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on March 30, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**AIRLINE OPERATING AGREEMENT
AND
TERMINAL BUILDING LEASE

FOR

THE AUGUSTA REGIONAL AIRPORT

BETWEEN THE

AUGUSTA REGIONAL AIRPORT AVIATION
COMMISSION

AUGUSTA, GEORGIA

AND

DELTA AIR LINES, INC.**

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**AIRLINE OPERATING AGREEMENT
AND TERMINAL BUILDING LEASE
AUGUSTA REGIONAL AIRPORT**

This **AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE**, hereinafter referred to as the "Agreement," made and entered into this 23rd day of February, 2023, by and between Augusta, Georgia, a political subdivision of the State of Georgia, by and through the Augusta Aviation Commission, hereinafter referred to as the "Aviation Commission" and Delta Air Lines, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Georgia hereinafter referred to as "Airline".

W I T N E S S E T H

WHEREAS, the Aviation Commission is operator of the Augusta Regional Airport ("Airport") located in Augusta, Georgia and has the right to lease portions of such Airport and to grant operating privileges thereon subject to the terms and conditions hereinafter set forth; and

WHEREAS, Airline is a corporation primarily engaged in the business of providing Air Transportation with respect to persons, cargo, and mail; and

WHEREAS, both the Aviation Commission and Airline desire to enter into this Agreement to set forth the rights, privileges, and obligations of both parties and to facilitate the development, promotion, and improvement of air commerce; and

WHEREAS, the Aviation Commission has the power and authority to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Aviation Commission and Airline agree as follows.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The words and phrases cited in this Section 1.01 shall have the following meanings when used elsewhere in this Agreement.

“Affiliate” shall mean any Air Transportation company that is (i) a parent or subsidiary of Airline, or (ii) shares an International Air Transport Association (IATA) flight designator code with Airline at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline; provided that no major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship between such airlines at the Airport. Airline shall designate its Affiliate(s) in writing and shall serve as financial guarantor for all rentals and landing fees incurred by any such Affiliate at the Airport while operating as Airline’s designated Affiliate hereunder. Airline may at any time give Airport thirty (30) days prior written notice that such an Air Transportation company otherwise meeting the definition of an “Affiliate” hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement, and any guaranty by Airline of Affiliate’s rentals or landing fees shall terminate and be ineffective as to any amounts incurred by such Air Transportation company after the effective date of termination of “Affiliate” status. During such period of time that an Air Transportation company is an Affiliate of Airline in accordance with the terms hereof, such Affiliate (1) shall have the same rights to use Airline’s Leased Premises and the Airport as Airline; (2) shall be charged at the same landing fee rates as Airline without payment of any non-signatory premiums; (3) shall participate in any year-end or other reconciliation process whereby Signatory Airlines share in excess revenues or true-up of projected against actual costs; and (4) shall not be counted as a separate Air Transportation company from Airline for purposes of allocating the per capita portion of any cost allocation formula, but such Affiliate’s passengers shall be counted as Enplaned Passengers of Airline for purposes of any enplanement-based portion of such formula. An Affiliate shall enter into a separate operating agreement with the Airport.

“Air Operations Area (AOA)” shall mean that portion of the Airport, specified in its Security Program, in which security measures specified in 49 CFR Part 1500 are conducted. This area includes aircraft movement areas being used for landing, takeoff, or surface maneuvering of aircraft

and such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron, aircraft parking areas, loading ramps; and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas.

“Air Transportation” shall mean the carriage of persons, property, cargo, and mail by aircraft and all other activities reasonably related thereto.

“Aircraft Arrival” shall mean the arrival of all non-governmental aircraft (including, without limitation, scheduled and nonscheduled flights, training and maintenance flights, or aircraft diversions) at the Airport.

“Aircraft Gates” shall mean those portions of the Airport’s Apron Area designated by the Aviation Commission from time to time for aircraft parking at the Terminal Building in order to enplane and deplane passengers.

“Aircraft Operator” shall mean any entity operating aircraft into and out of the Airport under Part 121 or Part 135 of the FARs, or the practical equivalent of said Parts and using the Terminal Building.

“Aircraft Parking Apron” means that portion of the Airfield located adjacent to the Terminal Building and depicted on Exhibit “B” hereof where Aircraft Operators park aircraft.

“Aircraft Parking Position(s)” shall mean the location(s) on the Aircraft Parking Apron where aircraft are parked for the purpose of enplaning and deplaning passengers at the Terminal Building.

“Aircraft Parking Position Rental” shall mean the payment required of each airline each month, for the use of the Aircraft Parking Position(s) calculated in accordance with Section 5.04 and 6.06.

"Airfield" or "Airfield Area" shall mean those portions of the Airport, which provide for the landing, takeoff, taxiing, movement, or staging of aircraft including navigational aids, hazard

designation and warning devices, airfield security roads, fencing, lighting, runway protection zones, aviation easements and interests in property utilized in connection therewith.

"Airfield Area Requirement" shall be the sum of the amounts set forth in Section 6.07, subsection B.

"Airline", as used in this Agreement, shall mean the entity that has executed this Agreement and is identified in the first paragraph of this Agreement.

"Airline Leased Premises" or **"Leased Premises"** shall mean the following:

"Exclusive Use Space" shall mean those premises in the Terminal Building leased exclusively to Airline. Exclusive Use Space is primarily used for ticket counter, office area, and baggage makeup functions as described on Exhibit C.

"Common Use Space" shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Airlines together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Space in the Terminal Building are described in Exhibit "C".

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

"Preferential Use Space" shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdrooms, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit C.

"Airport" shall mean the Augusta Regional Airport at Bush Field, as shown in Exhibit A, as it now exists or as it may change from time to time.

“Airport Cost Centers” shall mean the cost centers as shown in Exhibit B, as the same may change from time to time. Such cost centers shall be used for purposes of accounting for Airport Revenue and Expense and for calculating and adjusting certain Rentals and Fees set forth in this Agreement.

"Airport Expense" shall mean all costs and expenses incidental to, necessary for, or arising out of the operation of the Airport, including but not limited to direct and allocated indirect Operation and Maintenance Expenses; Annual Debt Service; Other Indebtedness; Coverage; required reserve account funding and replenishment; and the cost of defending, settling, or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof

"Airport Revenue” shall mean all revenues, rentals, charges, Airline landing fees, user charges, and concession revenues received by or on behalf of the Aviation Commission in connection with the operation of the Airport or any part thereof, excluding all gifts, grants, reimbursements, restricted funds (including Passenger Facility Charge proceeds or payments received from governmental units, or public agencies, or any other source). Airport Revenue shall not include any revenue or income from (1) any Special Purpose Facility to the extent such revenue or income is either (a) pledged to pay principal, interest, or other charges for bonds or other obligations issued in anticipation thereof; or (b) for use by the Aviation Commission to reimburse costs incurred by it in the construction or provision of Special Purpose Facilities, or (2) any income earned on the investment of restricted funds. However, ground rentals for Special Purpose Facilities shall be considered Airport Revenue.

“Airport Security Services” shall mean securities-related services and activities carried out by the LEOs pursuant to 49 C.F.R. Part 1542.

“Airport Security Services Fee” shall mean the payment required of each Airline each month, for the use of the Airport Security Services calculated in accordance with Section 5.06 and 6.09.

“Airport Security Services Fee Rate” shall mean the rate per Enplaned Passenger to calculate the Airport Security Services Fee

“Annual Budget” shall mean the Airport capital and operating budget prepared by the Executive Director and adopted by the Aviation Commission each Fiscal Year.

"Annual Debt Service" or "Annual Debt Service Requirement" means the Debt Service Requirement in each year that the Bonds are outstanding.

“Apron Area” shall mean the paved aircraft ramp area adjacent to the Terminal Building that provides for the parking, loading, unloading, and servicing of aircraft.

“Apron Area Requirement” shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.06, subsection A.

“Aviation Services” shall mean the aircraft fueling activities and facilities and equipment dedicated to accommodating general aviation activity (i.e., public hangars, general aviation tie-downs, general aviation apron, and general aviation terminal) together with the facilities and equipment dedicated to aircraft fueling activities.

“Bonds” means any revenue bonds authorized by and authenticated and delivered pursuant to the Bond Resolution including the Series 2015 Bonds.

“Bond Resolution” shall mean the Master Bond Resolution for the Series 2015 Bonds adopted by the Aviation Commission on September 1, 2015 and the Augusta Richmond County Commission on September 1, 2015 as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions (as defined in the Master Bond Resolution).

“Capital Improvement” shall mean any single item having a cost or estimated to have a total cost in excess of Fifty Thousand Dollars (\$50,000) and a useful life in excess of three (3) years, acquired, purchased, or constructed to improve, maintain, or develop the Airport. Said term shall include any expense for development studies, analyses, master planning efforts (including periodic reviews thereof), and economic or operational studies conducted on behalf of the Airport.

“Certified Maximum Gross Landing Weight or CMGLW” shall mean the maximum weight, in thousand (1,000) pounds units, that each aircraft operated by an Aircraft Operator is authorized by the Federal Aviation Administration to land at the Airport.

“Common Use Formula” shall mean the formula used to allocate the Common Use Requirement for a given Fiscal Year among the Aircraft Operators such that 100% of such Common Use Requirement is allocated among all Aircraft Operators in the proportion that each Aircraft Operator’s

Enplaned Passengers at the Airport during the previous month bears to the Enplaned Passengers of all Aircraft Operators at the Airport during such month.

“Common Use Space” shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Aircraft Operators together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Spaces in the Terminal Building are described in Exhibit “C”.

“Common Use Requirement” shall mean the Rentals and Fees which are not otherwise collected pursuant to the Joint Use Formula necessary to support the annual operations and maintenance of Terminal Building and any other areas commonly used by Aircraft Operators.

“Competitive Credit” shall mean an amount provided, at the discretion of Airport Executive Director, to the Signatory Airlines in the form of a credit which is used to determine annual rate charges.

“Contract Security” shall mean a contract bond, irrevocable letter of credit or other security acceptable to Aviation Commission in an amount equal to three (3) months’ rentals and landing fees payable by an Aircraft Operator under Section 1-3-8.4 of Augusta Ordinance.

“Coverage” shall mean for any series of Bonds, the percentage of Annual Debt Service that the Aviation Commission covenants to generate from net revenues, over and above the Annual Debt Service for such series of Bonds, pursuant to the Bond resolution. Said term shall also mean the dollar amount computed by multiplying said percentage by the Annual Debt Service for such series of Bonds.

"Debt Service Requirement" shall have the meaning set forth in the Bond Resolution.

“Deplaned Passengers” shall mean all passengers deplaned by an Aircraft Operator on aircraft operated at the Airport.

“Enplaned Passengers” shall mean all passengers enplaned by an Aircraft Operator on aircraft operated at the Airport. Without limiting the generality of the foregoing, Enplaned Passengers shall also include persons for whom the Aircraft Operator has provided the particular air transportation on a substantially complimentary basis such as employees of an airline, family members of such employees, persons traveling on "buddy passes," employees of other airlines, and those passengers redeeming "frequent flyer" awards and travel vouchers.

“Exclusive Use Space” shall mean those premises in the Terminal Building leased exclusively to Airline. The Exclusive Use Space is primarily used for ticket counter, office area and baggage makeup functions as described on Exhibit “C”.

“Executive Director” shall mean the person designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement. Said term shall also include any person expressly designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement.

“FAA” shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.

“Fiscal Year” shall mean the twelve (12) month period beginning January 1 of any year and ending following December 31 of that year or any other period specified by federal or State law.

“Gates” shall mean Aircraft Parking Positions at the Terminal Building together with hold room areas and loading bridges and shall include preferential use of the podium and associated facilities for the Gate.

“Hazardous Material” shall mean and include those elements or compounds which are defined by any applicable federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect.

“Joint Use Formula” shall mean the formula used to allocate the rental or cost of space among those airlines using or having the right to use such Joint Use Space on the basis of the proportion of each airline's Enplaned Passengers to the total number of Enplaned Passengers of all such airlines using said space at the Airport. In the application of the Joint Use Formula, Airline's Affiliates Enplaned Passengers will be counted as Enplaned Passengers of Airline.

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

“Landing Fee(s)” shall mean the payment required of each Airline each month, for the use of the Airfield determine based on the Landing Fee Rate.

“Landing Fee Rate” shall mean the rate multiplied by each 1,000 pounds of CMGLW or fraction thereof to calculate Landing Fees.

“Law Enforcement Officer (LEO)” shall mean law enforcement officers assigned of the Richmond County Marshal's Office assigned to the Airport.

"Loading Bridge Use Fee" shall be payment required of each Airline each month for the use of the Loading Bridges calculated in accordance with Sections 5.03 and 6.05.

"Loading Bridge Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.05, subsection A.

“Loading Bridges” shall mean the loading bridges owned and maintained by Aviation Commission serving aircraft parked at the Aircraft Parking Positions at the Terminal Building or as they may be modified, changed, or relocated from time to time.

"Majority in Interest of Airlines" or "MII" shall mean, in the Airfield Area, at least fifty-one percent (51%) of the Signatory Airlines, which, together, have landed at least 51% of the total Maximum Gross Certificated Landing Weight by all Signatory Airlines at the Airport during the most recent six (6) month period. In the Terminal Building, MII shall mean at least 51% of the

Signatory Airlines, which, together, have paid 51% of the total Terminal Rentals paid by all Signatory Airlines at the Airport during the most recent six (6) month period. Solely for determining MII, no Air Transportation company shall be deemed to be a Signatory Airline so long as any event of default with respect to such Air Transportation company has occurred and is continuing or such Air Transportation company operates less than one (1) average daily flight. MII shall only apply to the Airfield Area and Terminal Building and only as it relates to the placement of new debt for purposes of Capital Improvements, refinancing or acquisition for those Capital Improvements requiring MII consideration. For purposes of MII votes, Signatory Airlines that have executed Scheduled Airline Operating Agreement and Terminal Building Leases substantially the same as this Agreement will be the only airlines permitted to vote.

“Non-Movement Area” shall mean those areas such as taxiways, aprons, and other areas not under the control of the air traffic control tower.

“Operation and Maintenance Expenses” shall mean the Aviation Commission's current annual expenses of maintaining, operating, repairing, and administering the Airport, including taxes and assessments, if any, as set forth in the current Annual Budget of the Aviation Commission.

“Other Indebtedness” shall mean any subordinate security or debt incurred by the Aviation Commission for Airport purposes that is outstanding and not authenticated and delivered under and pursuant to a Bond Resolution.

“Passenger Assistance Liaison (PAL)” shall mean the Airport’s full-time and part-time customer service personnel who provide assistance to passengers to enhance passenger experience.

“Passenger Assistance Services” shall mean luggage assistance, wheelchair assistance, and other needed assistance to passengers provided by PALs.

“Passenger Assistance Services Fee” shall mean the payment required of each Airline each month, for the use of the Passenger Assistance Services calculated in accordance with Section 5.07 and 6.10.

“Passenger Assistance Services Fee Rate” shall mean the rate per Enplaned Passenger to calculate the Passenger Assistance Services Fee.

“Personal Property” shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Airline (from a party other than the Aviation Commission) and installed

or used at the Airport in the conduct of Airline's Air Transportation business that are removable from Airline's Leased Premises without substantial or permanent injury or damage to Airline's Leased Premises.

"Preferential Use Space" shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdroom, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit "C".

"Public Areas" shall mean those areas of the Terminal Building not leased to any person, company, or corporation that are open to the general public.

"Rental Rate" shall mean the annual charge per square foot for the space leased to the Aircraft Operators.

"Rentable Space" shall mean the airline, concession, Transportation Security Administration (TSA) passenger processing, TSA office and vacant spaces, and administrative square footage in the Terminal Building.

"Rules and Regulations" shall mean those Rules, Regulations, and ordinances promulgated by the Aviation Commission or operating directives issued by the Executive Director, as the same may be amended, modified, or supplemented from time to time to the extent that such rules, regulations, and ordinances are not in conflict with the purposes or terms of this Agreement.

"Series 2015 Bonds" means collectively the Airport General Revenue Refunding Bonds, Series 2015A and Series 2015B, in an original aggregate principal amount of \$10,525,000, issued pursuant to the Bond Resolution.

"Signatory Airline" shall mean an Aircraft Operator that is a party to an Airline Operating Agreement and Terminal Building Lease with Augusta Aviation Commission.

“Special Purpose Facility” shall mean any specific improvement undertaken by the Aviation Commission for the benefit of one or more airlines or other Airport tenants under the terms of a separate agreement that provides for, among other things (1) the payment of rentals or fees for the use or occupancy thereof in sufficient amounts to permit the financing of such improvement and payment of all costs thereof solely from such rentals or fees, and (2) the payments of the operation and maintenance cost of such improvement by the tenant or tenants thereof.

“Sponsor Grant Assurances” shall mean those terms and conditions contained in FAA Airport Improvement Program Grants to which the Airport agrees to as part of the warranties, assurances, covenants and other obligations contained in the grant.

“Terminal Area” shall mean the access roads and parking areas serving the Terminal Building.

“Terminal Building” shall mean the Airport’s passenger terminal building serving the traveling public.

“Terminal Building Rental” shall mean the aggregate of monthly payments required of each Airline each month to occupy specific premises in the Terminal Building calculated in accordance with Sections 5.02 and 6.04.

“Terminal Building Rental Rate” shall mean the annual charge per square foot for the space leased to the Airlines.

“Terminal Building Requirement” shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.04, subsection A.

“Total Landed Weight” shall mean the sum of the Maximum Gross Certificated Landing Weight for all of Airline's Aircraft Arrivals over a stated period of time. Said sum shall be rounded up to the nearest one thousand (1,000) pound unit for all landing fee computations.

“TSA” shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

“TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP)” shall mean the reimbursement agreement program that provides partial reimbursement to offset the cost of carrying out aviation law enforcement responsibilities to ensure the safety of passengers and to counter risks to transportation security.

Section 1.02 Cross-References

All references in the text of this Agreement to articles, sections, and exhibits pertain to articles, sections and exhibits in this Agreement, unless otherwise specified.

Section 1.03 Construction of Certain Words

Words used in this Agreement may be construed as follows:

“Number” - Words used in the singular include the plural, and words used in the plural include the singular.

“Tense” - Words used in the present tense include the future.

ARTICLE 2 - USE OF AIRPORT AND FACILITIES

Section 2.01 Permitted Uses

A. Subject to the terms and provisions hereof and the Rules and Regulations, Airline shall be entitled to the use, in common with others, the Airport, as shown on Exhibit A, and its appurtenances (together with all facilities, equipment, improvements, and services that have been or may hereafter be provided at or in connection with the Airport for common use) for the sole purpose of its conduct of Air Transportation. Said use, without limiting the generality hereof, shall include:

1. The operation of an Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail, including all reasonably related activities.
2. The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by the Executive Director, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment, subject to restrictions hereinafter described and to the availability of space, and subject to such reasonable charges and regulations as the Aviation Commission may

establish; provided, however, that Airline shall not permit the use of the Airfield Area by any aircraft operated or controlled by Airline that exceeds the design strength or capability of the Airfield Area as described in the then-current FAA-approved Airport Layout Plan (ALP) for the Airport or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

3. The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by the Executive Director at the Apron Area or such other locations as may be designated by the Executive Director.

4. The sale of Air Transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, and express services, and reasonable and customary airline activities.

5. The training of personnel in the employ of Airline and the testing of aircraft and other equipment being used at the Airport in the operation of Airline's Air Transportation business; provided, however, that said training and testing shall be directly related, but incidental to the use of the Airport in the operation by Airline of its Air Transportation business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. The Aviation Commission reserves the right to restrict or prohibit such training and testing operations that it deems to interfere with use of the Airport, including excessive noise as reasonably determined by the Aviation Commission.

6. The sale, lease, transfer, disposal, or exchange of Airline's engines, accessories, and other equipment or supplies; provided that such right shall not be construed to (a) permit Airline to accumulate or store used equipment at the Airport, or (b) authorize the conduct of a separate commercial business by Airline, but shall permit Airline to perform such functions only as an incident to its conduct of its Air Transportation business at the Airport.

7. The installation and operation (at Airline's sole expense) of identifying signs locating Airline's facilities. Such signs shall be consistent with the Aviation Commission's graphic and sign standards, subject to the prior written approval of the Executive Director, not to be unreasonably withheld, and in compliance with all local laws and ordinances.

8. The installation, operation, and maintenance, at no cost to the Aviation Commission, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities in Airline's Exclusive Use Space and Preferential Use Space as may be necessary or convenient for the operation of its Air Transportation business; provided, however, that, except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Executive Director, not to be unreasonably withheld. Prior to any written approval, Airline shall provide the Executive Director with all necessary supporting documentation related to such installations.

9. The customary servicing and line maintenance of Airline's aircraft at assigned aircraft parking positions in preparation for loading and taking off or following landing or unloading. Airline shall perform maintenance of aircraft, vehicles, or equipment at places designated by the Executive Director.

10. The installation of equipment necessary to operate Airline's Air Transportation business. The manner and location of such installations shall be subject to prior approval by the Executive Director.

11. The purchase of personal property or services, including lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice, and the making of agreements with any person or company of Airline's choosing for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business.

12. Subject to 30 Fed. Reg. 13661 regarding Exclusive Rights, the Aviation Commission has reserved unto itself the exclusive right to provide the storage, sale and dispensing of all oil and aviation gasoline, kerosene, jet fuel or any other fuels now available, or that may become available, on or about the Airport and provides such service through its Fixed Base Operator. Airline shall not transfer fuel into an aircraft not owned by or leased exclusively to Airline or its Affiliate, nor shall Airline sell fuel at the Airport to any other Airport user or airline.

13. Airline may not provide baggage-handling services for any other airline (except its Affiliate) or aircraft which is not owned or leased by Airline or a parent, subsidiary or Affiliate of the Airline.

14. Any and all rights and privileges not granted to Airline under this Agreement are hereby reserved for and to the Aviation Commission. The rights granted in this Section 2.01 shall not be construed as permitting any other person or corporation to conduct any business on the Airport (including the space leased to Airline) except after first securing from the Aviation Commission a license to conduct such business and by the payment of applicable Rentals and Fees.

Section 2.02 Limitations on Use by Airline

A. In connection with the exercise of its rights under this Agreement, Airline shall not:

1. Do or permit its agents, employees, directors, or officers to do anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.

2. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

3. Dispose of any waste material or products (whether liquid or solid) taken from or used with respect to its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in full and complete compliance with all federal (including the U.S. Environmental Protection Agency), State, and County laws for disposal of such waste material and products.

4. Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with federal, State, and County laws, including the Uniform Fire Code and the Uniform Building Code. For

purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

5. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will be in conflict with FAR Part 139 or jeopardize the Airport's operating certificate.

6. Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's TSA-approved security plan.

7. Install or permit its agents to install new or replacement cabling or conduit, or reconfigure Airline's Leased Premises without first having obtained the Executive Director's approval in accordance with Section 9.01 hereof.

ARTICLE 3 - LEASED PREMISES

Section 3.01 Use of Terminal Building

Airline shall be entitled to Exclusive, Preferential, Common and Joint Use of the portions of the Terminal Building designated in Exhibit C. The Leased Premises shall be used solely for the following purposes:

A. Exclusive Use Space

1. As to the portion thereof designated "Ticket counter/Queuing" in Exhibit C:
 - a. For reserving space and selling tickets for Air Transportation of passengers and the processing of small package delivery by Airline.
 - b. For furnishing information to such passengers and the general public.
 - c. For checking baggage of Airline's enplaning passengers.
 - d. For handling lost and found articles.
2. As to the portion thereof designated "office area (ATO)" in Exhibit C:
 - a. For administrative, customer service, and other office purposes in connection with Airline's business.
 - b. For passenger and customer relations.
 - c. For handling lost and found articles.

3. As to the portion thereof designated "baggage makeup space" and "secure storage cages" in Exhibit C:
 - a. For assembling, handling, and dispatching enplaning passenger baggage.
 - b. For storing materials permitted to be stored in the building under general rules prescribed by the Aviation Commission for safety, sanitation, or good order.
 - c. For Airline operations office.
 - d. For a baggage hold area.
 - e. For storage of equipment and catering supplies.
 - f. For crew space and weather, dispatch, and communications functions.
 - g. For handling lost and found articles.
 - h. For storage of unclaimed baggage, if so desired.

B. Preferential Use Space

1. As to the portion thereof designated "hold room" in Exhibit C:
 - a. For selling, issuing, and collecting passenger tickets and for issuing seat assignments.
 - b. For a waiting area for passengers boarding an aircraft.
 - c. For checking passengers and the "last minute" check-in of baggage.
 - d. For furnishing information to passengers and the general public.
 - e. For installing and displaying Airline corporate identification on the check-in podium and background screen.
 - f. For any other applicable proprietary Airline technology.

C. Joint Use Space.

As to the portion thereof designated "BSO's" in Exhibit C, it may be used for:

- a. Delivering and displaying inbound passenger baggage.
- b. For an access and waiting area for passengers to claim their baggage.
- c. For temporary storage of, and processing claims for, mishandled, damaged, or misplaced baggage.

D. Common Use Space

As to the portion thereof designated "Joint Use Areas" in Exhibit C, it may be used for:

- a. Security checkpoint.

- b. Connector circulation.
- c. Baggage Claim.

ARTICLE 4 - TERM

Section 4.01 Term

The term of this Agreement shall commence upon execution by the Parties and shall be for three (3) years, with one (1) two-year option to automatically renew, unless sooner terminated in accordance with Article 13. The Airline and the Aviation Commission hereby agree to begin the re-negotiation of this Agreement at least six (6) months prior to its expiration.

Section 4.02 Holding Over

In the event Airline uses its Airline Leased Premises without the written consent of the Executive Director after this Agreement has been terminated or expires, Airline shall be deemed a tenant at sufferance during the period of such use and shall pay the reasonable and nondiscriminatory rate for rentals, fees, and charges established by the Aviation Commission.

ARTICLE 5 – RENTALS AND FEES

Section 5.01 Airline Payments

Airline agrees to pay the Aviation Commission, without deduction or setoff, all applicable rentals, additional rentals, charges, and fees (hereinafter referred to collectively as "Rentals and Fees") during the term of this Agreement for its use of the Exclusive Use Space, Joint Use Space, Preferential Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airfield Area, and facilities, and for its rights, licenses, and privileges granted hereunder.

Section 5.02 Terminal Building Rentals

A. Airline shall pay to the Aviation Commission, for its use of Terminal Building Exclusive Use Space and Preferential Use Space, monthly amounts determined by multiplying the total square footage of Airline's Terminal Building Exclusive Use Space and Preferential Use Space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04 and dividing by twelve (12).

B. Airline shall pay to the Aviation Commission, for the shared use of Joint Use Space, monthly amounts determined by:

1. For space designated for joint use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04, dividing the amount obtained by twelve (12), and then applying the Joint Use Formula, and

2. For the purposes of applying the Joint Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.

C. Airline shall pay to the Aviation Commission, for the shared use of Common Use Space, monthly amounts determined by:

1. For space designated for common use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.0x, dividing the amount obtained by twelve (12), and then applying the Common Use Formula, and

2. For the purposes of applying the Common Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.

Section 5.03 Loading Bridge Use Fee

Airline shall pay to the Aviation Commission, for its use of Loading Bridges, monthly fees determined by multiplying the number of Loading Bridges assigned to Airline by the annual Loading Bridge Use Fee rate calculated in accordance with Section 6.05 and dividing by twelve (12). In the event of multiple users the monthly fees will be prorated per use by Airline.

Section 5.04 Aircraft Parking Position Rentals

Airline shall pay to the Aviation Commission, for its use of Aircraft Parking Positions, monthly rentals determined by multiplying the number of Airline's Aircraft Parking Positions at the Terminal Building by the annual Aircraft Parking Position Fee calculated in accordance with Section 6.06 and dividing by twelve (12). In the event of multiple users, the monthly fees will be prorated per use by Airline.

Section 5.05 Landing Fee

- A. Rentals and Fees for the use of the Airfield, and for rights, licenses, and privileges granted to Airline under Articles 2 and 3 hereunder, except as provided elsewhere herein, shall be combined in and represented by a monthly landing fee (hereinafter referred to as the "Landing Fee"), which shall be determined by multiplying Airline's Total Landed Weight for the month by the annual Landing Fee Rate per thousand (1,000) pound unit of landed weight calculated in accordance with Section 6.07.
- B. Airline shall furnish to the Aviation Commission, on or before the tenth (10th) day of each month, an accurate verified report in the format shown on Exhibit F containing Airline activity information for the previous month including the following:

1. Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Certificated Landing Weight of each type of aircraft as shown on Exhibit F.
2. The number of Enplaned Passengers and the number of Deplaned Passengers, including all through and non-revenue passengers.

Section 5.06 Airport Security Services Fee

Airline shall pay to the Aviation Commission for the airport security services provided by Law Enforcement Officers (LEOs), monthly fee determined by multiplying each airline's Enplaned Passengers by the annual Security Reimbursement Rate calculated in accordance with Section 6.xx

Section 5.07 Passenger Assistance Services Fee

Airline shall pay to the Aviation Commission for luggage assistance, wheelchair assistance, and other needed assistance provided by Passenger Assistance Liaisons (PALs), monthly fee

determined by multiplying each airline's Enplaned Passengers by the annual Passenger Assistance Reimbursement Rate calculated in accordance with Section 6.09

Section 5.08 Time and Place of Payments

A. Rentals for Exclusive Use Space, Preferential Use Space, Joint Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airport Security Services Fee, and Passenger Assistance Services Fee shall be invoiced on a monthly basis.

B. Landing weights information is due to the Airport no later than the 10th business day of each month, for the preceding calendar month of operations and shall be subject to adjustment as provided in Article 6. Once landing information is received, applicable Landing Fees will also be billed via invoice.

C. Payments to the Aviation Commission may be made by wire transfer to the following account:

ACH Deposit

Financial Institution: Regions Bank
 Address: Birmingham, AL
 Routing Number: 061101375
 Account Number: 0195572031
 Airport Revenue Fund Account

Wire Deposit

Financial Institution: Regions Bank
 Address: Birmingham, AL
 Routing Number: 062005690
 Account Number: 0195572031
 Airport Revenue Fund Account

If the above wire transfer account information changes, the Aviation Commission will give Airline advance written notice. Aviation Commission agrees to provide Airline as much notice as is practical under the circumstances.

If Airline elects not to make payments by wire transfer, payments to the Aviation Commission shall be made at the Office of the Executive Director as set forth below or at such other place as may hereafter be designated by the Aviation Commission.

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

Section 5.09 Passenger Facility Charge

Nothing in this Agreement shall limit the Aviation Commission's right to impose on Airline's passengers a Passenger Facility Charge ("PFC") authorized under Section 1113(e) of the Federal Aviation Act of 1958, as amended by Section 9110 of the Omnibus Budget Reconciliation Act of 1990 (Pub. L. 101-508, 49 U.S.C. App Paragraph 1513) and the rules and regulations promulgated there under (14 CFR Part 158), as may be amended from time to time ("PFC Regulations"). Airline agrees to cooperate with the Aviation Commission in the collection of such charge and to collect and remit such charges, less the allowable collection fee and any amounts paid by ticket purchasers that are subject to reimbursement, to the Aviation Commission as provided in the PFC Regulations. The Aviation Commission shall apply any such PFC revenues to improvement of the Airport or to the retirement of Airport debt as required by the PFC Regulations.

Section 5.10 Airline Records

A. Airline shall keep and maintain a complete and adequate set of records concerning its landed weights for a period equal to the FAA mandated time of such activity. If such records are maintained at a location other than Airline's Leased Premises, such records shall be retrievable within ten (10) business days.

B. Each party hereto, at its expense and on reasonable notice, shall have the right from time to time to audit and inspect the records of the other party relating to the performance of this Agreement, provided that such inspection is made during regular business hours.

Section 5.11 Interest on Past Due Accounts

Rents and fees not received within fifteen (15) business days after the due date are past due. All unpaid past due sums owed the Aviation Commission shall accrue interest at the maximum interest rate then allowable by applicable law; provided, however, that if no maximum interest rate is then provided by applicable law, the interest rate shall be twelve (12) percent per annum. No interest shall be charged on any past due account until Airline has been contacted via written notification and given an opportunity to cure and payment is thirty (30) days past due, but such interest when

assessed thereafter shall be computed from the due date. Such interest shall not accrue with respect to disputed items being contested in good faith by Airline.

Section 5.12 Security

A. Should Airline fail to pay Rentals and Fees when they are due three times within any twelve (12) month period, unless otherwise agreed upon, in writing, between the Airport and the airline carriers (e.g. COVID), Airline agrees to provide the Aviation Commission, within thirty (30) days of written notice from the Aviation Commission, a contract bond, irrevocable letter of credit, or other similar security acceptable to the Aviation Commission ("Contract Security") in an amount equal to the estimate of three (3) months' Rentals and Fees payable by Airline pursuant to this Article 5, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all Rentals and Fees due hereunder. Airline shall be obligated to maintain such Contract Security throughout the remaining term of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous twelve (12) month period. Such Contract Security shall be in a form and with a company chosen by Airline and reasonably acceptable to the Aviation Commission and licensed to do business in the State of Georgia. In the event that any such Contract Security shall be for a period less than the full period required by this Paragraph 5.11(A) or if Contract Security shall be cancelled, Airline shall provide a renewal or replacement Contract Security for the remaining required period.

B. In the event the Aviation Commission is required to draw down or collect against Airline's Contract Security for any reason, Airline shall, within fifteen (15) business days after the Aviation Commission's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (three [3] months' estimated Rentals and Fees) or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to three (3) months' estimated Rentals and Fees payable by Airline.

C. Upon Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and the Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, the Aviation Commission, by written notice to Airline given at any time within ninety (90) days of the date such event becomes known to the Aviation Commission, may impose or re-impose the requirements of Paragraph 5.11(A) on Airline. In such event, Airline shall provide the Aviation Commission with the required Contract Security within fifteen (15) days

from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration or termination of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous 12-month period.

D. If after notification by the Aviation Commission and the expiration of the 15-day period, should the Airline fail to obtain or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate termination of this Agreement. The Aviation Commission's rights under this Section 5.11 shall be in addition to all other rights and remedies provided to the Aviation Commission under this Agreement.

E. Airline and the Aviation Commission agree that this Agreement constitutes an 'unexpired lease' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Furthermore, Airline and the Aviation Commission agree that if Airline provides Contract Security in the form of a contract bond or irrevocable letter of credit, such Contract Security provided by Airline is not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third (3rd) party providing it (subject to the Aviation Commission's ability to draw against the Contract Security) and that all PFCs, less the allowable collection fees and any amounts paid by ticket purchasers that are subject to reimbursement, collected by Airline with respect to Enplaned Passengers at the Airport are property of the Aviation Commission.

Section 5.13 No Further Fees and Charges

Following the effective date of this Agreement, except as provided elsewhere herein, upon the payment of the Rentals and Fees described herein, no additional charges shall be levied against Airline for the use of the Airport and the occupancy of facilities as described in Article 3, except as provided by separate agreement between the parties.

ARTICLE 6 - RECALCULATION OF RENTALS AND FEES

Section 6.01 Effective Date of Recalculations

Rentals and Fees as set forth in Article 5 shall be adjusted annually during the term of this Agreement as hereinafter set forth in this Article 6. Said adjustments to Rentals and Fees pursuant to this Article 6 shall apply without the necessity of formal amendment to this Agreement. Airlines

shall be provided an opportunity to review the proposed Annual Budget thirty (30) to forty-five (45) days prior to approval by the Aviation Commission. A statement showing the recalculation of the new rates for Rentals and Fees, in accordance with the rates and charges methodology provided for in this Agreement prepared in the same format as shown in Exhibit D, shall be prepared and transmitted to Airline by the Executive Director within thirty (30) days after approval of the Annual Budget by the Aviation Commission and adoption by the Augusta Board of Commissioners. Said statement shall then be deemed part of this Agreement and effective on the first (1st) day of each Fiscal Year to which such Rentals and Fees apply.

Section 6.02 Records of Airport Cost Centers

A. The Aviation Commission shall maintain accounting records documenting the following items for each Airport Cost Center: (1) Airport Revenue, (2) Airport Expense, and (3) other expenses of the Aviation Commission.

B. The Aviation Commission shall further maintain records evidencing the allocation of capital funds obtained from the proceeds of the sale of Bonds or other capital fund sources to each Airport Cost Center. Included in the allocation to each Airport Cost Center shall be that cost center's proportionate share of Bond issuance expense, capitalized interest, and funding of special funds determined in accordance with allocation of costs funded through bond proceeds or other capital sources.

Section 6.03 Aviation Commission Reports

A. On or before August 1 of each Fiscal Year, the Executive Director shall provide Airline with a budget calendar establishing dates for the Signatory Airlines to review the Annual Budget.

B. On or before May 1 of each Fiscal Year, the Executive Director shall send Airline notification to submit forecast of Maximum Gross Certificated Landing Weight. On or before June 1 of each Fiscal Year, Airline shall submit to the Executive Director, in writing, a forecast of its Maximum Gross Certificated Landing Weight for the succeeding Fiscal Year. If such forecast is not submitted by Airline, the Aviation Commission will develop its own forecast of Maximum Gross Certificated Landing Weight for Airline for the succeeding Fiscal Year.

C. If an Annual Budget is not adopted by the Aviation Commission before any such Fiscal Year, the Rentals and Fees in effect during the preceding Fiscal Year shall remain in effect until (1) a new

Annual Budget has been adopted by the Aviation Commission, and (2) the Aviation Commission has calculated the Rentals and Fees in accordance therewith. The recalculated Rentals and Fees shall then be in effect retroactive (without penalties or interest if paid by the due date on invoice issued to Airline) to the beginning of such Fiscal Year. If the recalculated Rentals and Fees exceed 10% of the previous Fiscal Year, the invoiced amount for the difference between the preceding Fiscal Year rates and the current Fiscal Year rates will be broken into two equal invoice amounts payable within thirty (30) days of invoice date.

D. Whenever the adjustment calculation involves an estimate, the estimate of the Aviation Commission shall be used, which estimate shall be based on past performance and reasonable and prudent future expectations. Whenever the adjustment calculation involves an estimate included in the Annual Budget, the estimated amount in the Annual Budget shall be used.

Section 6.04 Calculation of Terminal Building Rental

The Terminal Building Rental shall be established and thereafter adjusted annually in the following manner:

A. Each year the Aviation Commission shall calculate Terminal Building Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:

1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement, and amortization of capital improvements allocable to the Terminal Building.
2. Annual Debt Service plus Coverage (Net of available PFC proceeds authorized for the payment of a portion of Terminal Building Debt Service) reasonably allocable to the Terminal Building, as required by the Bond Resolution. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Terminal Building, or such other amount as may be required by the Bond Resolution;
3. The amount of deposits to any funds and accounts required by the Bond Resolution and reasonably allocable to the Terminal Building.

4. Any other Airport Expense reasonably allocable to the Terminal Building not included in Paragraphs 1 through 3 above, after discussion with airline partners.

5. An amount equal to any deficit or credit estimated for operation of the Terminal Building during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.

B. The Terminal Building Rental Rate shall be calculated by dividing the Terminal Building Requirement computed above by the amount of Rentable Space square footage in the Terminal Building. Terminal Building Rental Rate shall be multiplied by the total amount of square footage used or occupied by each airline, including Airline, to determine the total Terminal Building Rental payable by each airline.

C. The space rents for all Joint Use Space shall be prorated among all airlines utilizing the Joint Use Space according to the Joint Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.

D. The space rents for all Common Use Space shall be prorated among all airlines according to the Common Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.

Section 6.05 Calculation of Loading Bridge Use Fee

The Loading Bridge Use Fee shall be established and thereafter adjusted annually in the following manner:

A. Each year the Aviation Commission shall calculate the Loading Bridge Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:

1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Loading Bridges.

2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Loading Bridges, or such other amount as may be required by the Bond Resolution;
3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Loading Bridges;
4. Any other Airport Expense reasonably allocable to the Loading Bridges not included in Paragraphs (1) through (3) above; and
5. An amount equal to any deficit or credit estimated for operation of the Loading Bridges during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.

B. The Loading Bridge Use Fee rate per Loading Bridge shall be calculated by dividing the Loading Bridge Requirement calculated in accordance with paragraph (1) to (5) above by the number of Loading Bridges. An Airline's Loading Bridge Use Fee shall be calculated by multiplying the Loading Bridge Use Fee rate per Loading Bridge by the number of Loading Bridges assigned to Airline. In the event of multiple users, the fee will be allocable to all users on a per use basis.

Section 6.06 Calculation of Aircraft Parking Position Rental

The Aircraft Parking Position Fee shall be established and thereafter adjusted annually in the following manner:

A. Each year the Aviation Commission shall calculate the Apron Area Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:

1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Apron Area.

2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Apron Area, or such other amount as may be required by the Bond Resolution;
3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Apron Area;
4. Any other Airport Expense reasonably allocable to the Apron Area not included in Paragraphs (1) through (3) above; and
5. An amount equal to any deficit or credit estimated for operation of the Apron Area during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.

B. The Aircraft Parking Position Rental per Aircraft Parking Position shall be calculated by dividing the Apron Area Requirement calculated in accordance with paragraph (1) to (5) above by the number of Aircraft Parking Positions at the Terminal Building. Airline's Aircraft Parking Position Rental shall be calculated by multiplying the total number of Aircraft Parking Positions assigned to and used by Airline times Aircraft Parking Position Rental per Aircraft Parking Position.

C. Should Airline stop providing Air Transportation at the Airport during any Fiscal Year, the Aircraft Parking Position Rental shall be recalculated for the portion of the Fiscal Year that Airline did conduct regularly scheduled Air Transportation at the Airport. The recalculation will be based on the Apron Area Requirement being calculated without a Competitive Credit. Airline agrees to repay the Aviation Commission the amount of recalculated Aircraft Parking Positions Rental minus any Aircraft Parking Position Rental payments made during that Fiscal Year. Airline agrees to pay this amount to the Aviation Commission within thirty (30) days of receipt of an invoice from the Aviation Commission.

Section 6.07 Calculation of Landing Fee

The Landing Fee shall be established and thereafter adjusted annually in the following manner:

A. Each Year, the Aviation Commission shall calculate the Airfield Requirement for the succeeding Fiscal Year by totaling the following amounts as set forth in the Annual Budget:

1. The total of the direct and indirect estimated Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Airfield Area;
2. An amount equal to 1.25 times the pro rata portion of the Airfield Area Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Airfield Area, or such other amount as may be required by the Bond Resolution;
3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Airfield Area;
4. Any other Airport Expense allocable to the Airfield Area not included in Paragraphs (1) through (3) above; and
5. An amount equal to any deficit or credit estimated for operation of the Airfield Area during the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.

B. The Airfield Area Requirement for the succeeding Fiscal Year shall be calculated by subtracting from total Airport Expense [the total of (1) to (5) above] a Competitive Credit in an amount determined appropriate by the Aviation Commission each Fiscal Year. The purpose of the Competitive Credit is to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines.

1. The Landing Fee Rate shall be calculated by dividing the Airfield Area Requirement calculated in accordance with paragraph (1) to (5) above by the estimated Total Landed Weight of all Aircraft Arrivals at the Airport for the succeeding Fiscal Year as estimated by the Aviation Commission. The Landing Fee Rate shall be multiplied by Total Landed Weight for each airline, including Airline, to determine the total Landing Fee payable by each airline. The

Landing Fee shall be calculated by multiplying Airline's Total Landed Weight for the month by the Landing Fee Rate then in effect.

Section 6.08 Calculation of Airport Security Services Fee

The Airport Security Services Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with airport security services for the succeeding Fiscal Year, as set forth in the Annual Budget netted by:
 1. The TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP); and
 2. An amount equal to any deficit or credit estimated for airport security services the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Airport Security Services Fee rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year. The Airport Security Services Fee shall be calculated by multiplying each airline's Enplaned Passengers for the month by The Airport Security Services Fee rate.

Section 6.09 Calculation of Passenger Assistance Services Fee

The Passenger Assistance Services Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with Passenger Assistance Services for the succeeding Fiscal Year, as set forth in the Annual Budget and netted by:
 1. An amount equal to any deficit or credit estimated for airport security services the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Security Reimbursements rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year.
- C. The Security Reimbursements shall be calculated by multiplying each airline's Enplaned Passengers of the month by The Security Reimbursements rate.

Section 6.10 Competitive Credit

The Competitive Credit may be fully or partially applied to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines. The Competitive Credit may be applied to one or more types of Rentals and Fees described in Section 6.04-6.09.

ARTICLE 7 - SUBORDINATION AND APPLICATION OF REVENUES

Section 7.01 Subordination to Bond Resolution

A. This Agreement and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the Aviation Commission to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Augusta-Richmond County. Augusta-Richmond County may amend or modify the Bond Resolution or make any change thereto that does not adversely affect Airline's rights or obligations under this Agreement. Except for the preceding sentence, conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution.

B. All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond Resolution.

ARTICLE 8 - CAPITAL IMPROVEMENTS

Section 8.01 Need for Acquisition (s) Capital Expenditures

The parties hereto recognize that Capital Improvements or acquisitions to preserve, protect, enhance, expand, or otherwise improve the Airport, or part thereof, may be required during the term of this Agreement. Any such Capital Improvement(s) or acquisition(s) paid for, financed, or refinanced with debt which negatively impacts rates and charges will be subject to the provisions of Section 8.02 below.

Section 8.02 Improvements Subject to Signatory Airline Consideration.

A. The Airport Director shall notify Airline, in writing, of the Aviation Commission's intent to undertake Capital Improvements or make an acquisition with newly issued Bonds. The Airport Director shall provide Airline with the following information associated therewith:

1. A description of the proposed Capital Improvement(s), or acquisition together with cost estimates, scheduling, and any preliminary drawings, if applicable;

2. A statement of the need for the proposed acquisition(s) or Capital Improvement(s), along with the planned benefits to be derived from such expenditures;
3. The Aviation Commission's preferred means of financing or paying the costs of the proposed acquisition or Capital Improvement(s); and
4. The planned allocation of the costs thereof to the Airfield Area or the Terminal Building and the projected effect on Airline Rentals and Fees.
5. The planned refinancing of prior improvements or acquisitions where applicable to MII consideration.

B. Within thirty (30) days after the Airport Director's delivery of said notice, Airline may request in writing, a meeting with the Airport Director for the purpose of discussing the proposed acquisition or Capital Improvement(s). Should such a request be made, the Airport Director shall meet with Signatory Airlines collectively within sixty (60) days of the original notice. The Aviation Commission agrees to consider comments and recommendations of the Signatory Airlines with respect to the proposed acquisition or Capital Improvement(s) to be financed with newly issued Bonds.

C. Unless Signatory Airlines constituting an MII shall issue written disapprovals for a particular Capital Improvement in the Airfield Area (for those Capital Improvements in the Airfield Area requiring MII consideration) or for a Capital Improvement in the Terminal Building (for those Capital Improvements in the Terminal Building requiring MII consideration) within thirty (30) days of the date of the meeting, the Aviation Commission may proceed with said acquisition or Capital Improvements. The Aviation Commission may also proceed at any time with the acquisition or Capital Improvements not requiring MII consideration, and with any other improvements or developments not defined as a Capital Improvement herein.

D. In the event of MII disapproval of a proposed acquisition or Capital Improvement subject to MII consideration, the Airport Director shall have the option to convene a second meeting with the Signatory Airlines within forty-five (45) days following the date of disapproval for the purpose of providing additional information relative to the proposed acquisition or Capital Improvement and to

request reconsideration. If, after the second meeting, Signatory Airlines constituting an MII notify the Aviation Commission that they do not concur with said acquisition or Capital Improvement(s), the acquisition or Capital Improvement(s) shall be deferred for two (2) years. In such ensuing timeline, the Aviation Commission may implement such Capital Improvement(s) and include, debt service (including coverage), or loan payments for such Capital Improvement(s) in the Rentals and Fees of the Signatory Airlines. The Aviation Commission may elect to move forward with said acquisition or Capital Improvement(s) through means other than issuing new Airport Revenue Bonds. Disapproval of an acquisition or Capital Improvement may be reversed by an MII at any time.

E. Augusta-Richmond County or its Aviation Commission may issue Bonds, Subordinated Lien Bonds, or Other Indebtedness to finance any acquisition or Capital Improvements permitted by this Article 8. All costs associated with an acquisition or Capital Improvements permitted by this Article 8, including but not limited to Operation and Maintenance Expenses (including appropriate reserves therefore) and capital charges, except as may be limited by this Section, shall be included in the determination of rates for Rentals and Fees in accordance with Exhibit D.

Section 8.03 Grants

The Aviation Commission will exercise its best efforts to obtain maximum Airport development grants-in-aid from federal, State, and local sources.

ARTICLE 9 - OBLIGATIONS OF AIRLINE

Section 9.01 Maintenance and Repair

It is understood and agreed that Airline shall have the following maintenance and repair obligations.

A. Maintenance of Terminal Building

1. Airline shall, at all times, maintain and repair its Exclusive Use Space in the Terminal Building so that it remains in a neat, clean, safe, and orderly condition. Airline will provide custodial maintenance in its Exclusive Use Space. However, the Aviation Commission may, at its sole discretion, provide some maintenance in Airline Exclusive Use Space as part of a Terminal Building general maintenance program.

2. Airline shall make no changes of any nature or character in, or additions to, the Terminal Building without the prior written approval of the Executive Director. Airline shall submit to the Executive Director for approval of its plans and specifications for any proposed project and shall comply with any reasonable conditions required by the Aviation Commission. Such additions, alterations, or improvements shall become the property of the Aviation Commission on the completion of construction, subject to the conditions set forth in Section 9.02.

3. Airline shall repair at its cost or, at the Aviation Commission's option, reimburse the Aviation Commission for the cost of repairing, replacing, or rebuilding any damages to the Terminal Building or other portions of the Terminal Building caused by the negligent or wrongful acts or omissions of Airline, its officers, employees, or agents and excepting ordinary wear and tear. Any repairs made by Airline shall be subject to inspection and approval by the Executive Director.

4. Airline shall be responsible at its cost for the cost of repairing, replacing, or rebuilding any damage to tenant improvements or Personal Property on Airline's Exclusive Use Space where the damages were not caused by acts or omissions of the Aviation Commission or its officers, or employees, contractors, tenants or agents. Any repairs made by Airline to any tenant improvements shall be subject to inspection and approval by the Executive Director. Should Airline fail to perform its material obligations hereunder, the Aviation Commission shall have the right to enter the Airline Leased Premises and perform such activities; provided, however, other than in a case of emergency, the Aviation Commission shall give Airline reasonable advance written notice of its non-compliance, not to exceed ten (10) days, prior to the exercise of this right; and provided, further however, that if the nature of the cure is such that it cannot be reasonably effectuated within ten (10) days, Airline shall have an additional period reasonably necessary to effectuate such cure as long as Airline pursues such cure with due diligence.

5. Airline shall not erect, maintain, or display on the Terminal Building any billboards, banners, advertising, promotional signs, or materials without the prior written approval of the Executive Director.

B. Maintenance of Apron Area

1. Airline shall remove to the extent reasonably practicable all of the accumulated oil, fuel, and grease caused by Airline's aircraft and ground equipment while operating on the Apron Area (s).
2. Airline shall maintain in a neat, clean, and orderly manner the portions of the Apron Area occupied by Airline's apron service equipment. The piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Airline Leased Premises in areas other than those designated by the Executive Director shall not be permitted.
3. Airline shall maintain its Premises in a safe, neat, and attractive condition at all times, and shall pick up and place all trash and debris in sealed bags and shall move such debris to a dumpster until it is disposed of in a manner acceptable to the Executive Director. Airline and Aviation Commission maintenance responsibilities are detailed in the tabular summary shown in Exhibit E.

Section 9.02 Ownership of Improvements

Upon completion or installation of any fixture, addition, or improvement on the Terminal Building, excluding Personal Property, such fixture, addition, or improvement shall immediately become the property of the Aviation Commission, as owner, subject only to the right of Airline to use same as set forth in this Agreement, and shall remain the property of the Aviation Commission thereafter with the sole right, title, and interest thereto.

Section 9.03 Liens

Airline shall cause to be removed promptly any and all liens of any nature arising out of or because of any construction performed by Airline or any of its contractors or subcontractors upon the Terminal Building or arising out of or because of the performance of any work or labor by or for it or them at said premises, reserving the right to contest in court the validity of any such liens. Airline shall have the right to post an appropriate bond to cover its obligations pursuant to this Section 9.03.

If any person or corporation attempts to assert a lien against the Terminal Building for improvements made by Airline, Airline shall hold the Aviation Commission harmless from such claim, including the cost of defense.

Section 9.04 Payment of Taxes

Airline shall pay (but such payment shall not be considered part of Airport Revenue) all lawful taxes, assessments, or charges (including any sales taxes imposed on Rentals and Fees paid by Airline) imposed by entities other than the Aviation Commission that, during the term of this Agreement, may become a lien or be levied on any interest in Airline's Leased Premises or any possessory right that Airline might have in or to said premises or any improvements thereof, by reason of its use or occupation thereof or otherwise, reserving to Airline, however, the right to contest, by administrative proceeding, court or otherwise, the validity or applicability of any such tax, assessment, or charge, as more specifically set forth in Paragraph 9.07(E).

Section 9.05 Vending Machines

Airline shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Airline's Leased Premises in areas accessible to the public except with the prior written approval of the Executive Director. This Section 9.05 shall not prohibit Airline from the installation, operation and maintenance of self-ticketing or passenger check-in machines, to include telephones, but the location and manner of such installation shall be subject to the prior written approval of the Executive Director.

Section 9.06 Employees of Airline

Airline shall require all of its employees and subcontractors or independent contractors hired by Airline working in view of the public and about the Terminal Building to wear clean and neat attire and to display appropriate identification. Airline employees shall obtain identification badges from the Aviation Commission. Airline will be responsible for paying for the cost of Transportation Security Administration required employee background checks and badging.

Section 9.07 Rules and Regulations

A. Airline shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.

B. Airline shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Aviation Commission, including, but not limited to, security, health, safety, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Aviation Commission. The Executive Director will provide a copy of the initial Rules and Regulations to Airline within thirty (30) days of the date of this Agreement.

C. Airline's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.

D. Airline shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity (other than the Aviation Commission) with jurisdiction pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.

E. Nothing herein contained shall be construed to prevent Airline from contesting the validity or applicability of any federal, State, or local law, regulation, or ordinance now in effect or hereinafter adopted or promulgated. Airline shall not be deemed to be in default of any requirement of this Agreement so long as such contest is diligently prosecuted in an appropriate forum by Airline or any other party to a similar agreement having interests consistent with those of Airline, or until thirty (30) days following the entry of a final judgment contrary to Airline's position, or the exhaustion of the Airline's appeals. However, should Airline contest the validity or applicability of any tax or fee, the payment of which might constitute a lien on Airport facilities, the Aviation Commission may require the posting of a bond or the placement in escrow of the amount of such tax or fee pending the outcome of such contest in order to avoid the imposition of such lien.

Section 9.08 Removal of Disabled Aircraft

Upon release of Airline's disabled aircraft by proper authorities, Airline shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways,

aprons, and gate positions) where it could interfere with day-to-day operations and place any such disabled aircraft in such storage area as may be designated by the Executive Director (or at Airline's discretion, in an off-Airport location). Airline may store such disabled aircraft only for such reasonable length of time and on such reasonable terms and conditions as may be established by the Aviation Commission. If Airline fails to remove any of its disabled aircraft promptly in accordance with this Section 9.08, the Executive Director may, but shall not be obligated to, cause the removal of such disabled aircraft. However, the obligation of the Aviation Commission to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline agrees to reimburse the Aviation Commission for all costs of such removal, and further, Airline hereby releases the Aviation Commission from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by the Aviation Commission except in the case of gross negligence or willful misconduct.

ARTICLE 10 - OBLIGATIONS OF AVIATION COMMISSION

Section 10.01 Operation as a Public Airport

The Aviation Commission covenants and agrees that, at all times, relevant to this Agreement, it will operate and maintain the Airport facilities, as defined hereinabove, as a public airport consistent with and pursuant to the Sponsor's Grant Assurances given by the Aviation Commission to the U.S. Government under the Federal Airport Act and consistent with the terms and conditions of this Agreement. The Aviation Commission further covenants and agrees to manage the Airport in a reasonable and prudent manner and to use due diligence in the operation and maintenance of Airport facilities.

Section 10.02 Access to Terminal Building

A. Subject to security considerations, upon payment of the rentals hereunder and performance of the covenants of this Agreement by Airline, Airline and its officers, employees, passengers, prospective passengers, and other persons doing business with Airline shall have (without additional charge) the free, unobstructed right of ingress to and egress from the Terminal Building by means of a lobby, passageway, or other Public Areas designated by the Aviation Commission for that purpose and connecting the Terminal Building with a vehicular roadway and walkways adjacent to the Terminal Building (and provided and maintained by the Aviation Commission and connecting with a

public street or other public highway outside the Airport), and with the Apron Area adjacent to the Terminal Building, all of which are more specifically defined in Exhibit C.

B. The use of the means of access specified by the Aviation Commission shall be in common with such other persons as the Aviation Commission may authorize or permit, and shall be subject to and in accordance with all applicable local laws and ordinances and such weight restrictions, use restrictions, rules, regulations, and ordinances as may be adopted by the Aviation Commission for the regulation and control of the users thereof.

C. The access provided for in Paragraph 10.02(A) shall not be used, enjoyed, or extended to any person or company engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform or receive under the provisions of this Agreement and applicable laws.

Section 10.03 Use of Other Public Areas

The officers, employees, passengers, and prospective passengers of Airline and other persons doing business with Airline shall have the right to use any space, facilities, and conveniences provided by the Aviation Commission at the Airport for use by airline passengers and other persons (including waiting rooms, lobbies, hallways, corridors, restaurants, restrooms, observation galleries, streets, highways, and vehicular parking areas), in each case, however, only in common with others authorized by the Aviation Commission to do so, at the times, to the extent, in the manner, and for the purposes for which they are made available for such use, in compliance with the terms and conditions on which they are made available for such use, and only in conformity with the Rules and Regulations with respect to the use thereof. Employee parking is subject to the terms of Section 11.04.

Section 10.04 Maintenance of Airport

The maintenance and custodial responsibilities of the parties are defined in Exhibit E attached hereto.

ARTICLE 11 - AVIATION COMMISSION'S RESERVATIONS

Section 11.01 Improvement, Relocation, or Removal of Structures

The Aviation Commission, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to improve, relocate, or remove any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions in accordance with 14 CFR Part 77 as it is presently set forth or as it may be amended from time to time.

Section 11.02 Right to Enter and Make Repairs

A. The Aviation Commission and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (with advance notification and at such times as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) to enter Airline's Leased Premises for the following purposes:

1. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Airline has complied and is complying with the terms and conditions of this Agreement with respect to such premises. Aviation Commission will provide advance notification to Airline of inspection no less than 48 hours from inspection time.
2. To perform maintenance and make repairs and replacements in any case where Airline is obligated to do so and has failed after reasonable notice to do so, in which event Airline shall reimburse the Aviation Commission for the cost thereof promptly on demand.
3. To perform maintenance and make repairs and replacements in any case where the Aviation Commission is obligated to do so, and in any other case where the Aviation Commission, in its reasonable judgment, determines that it is necessary or desirable to do so to preserve the structural safety of such premises or of the building in which such premises are located or to correct any condition likely to cause injuries or damages to persons or property.

B. No such entry by or on behalf of the Aviation Commission on any premises leased to Airline shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference

with the possession thereof by Airline; and no such entry on any premises for the exclusive or preferential use of which Airline has been granted a license shall constitute a revocation of such license or be deemed to constitute an interference with Airline's ability to operate from its Leased Premises. If the Aviation Commission, acting pursuant to Paragraph 11.02(A) (3), creates a condition that causes the premises to be untenable in whole, or in substantial part, then the Aviation Commission, if requested by Airline, will make alternative premises available to Airline and compensate Airline for all relocation costs and expenses incurred by reason of such relocation or abate rent during the period of such repairs.

Section 11.03 Airport Access License/Permit

The Aviation Commission reserves the right to establish a licensing or permit procedure for personnel and vehicles requiring access to the Airport operational areas and to levy a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. Airline shall pay such charge with regard to its own personnel or vehicles and shall, at the request of the Executive Director, cooperate in the collection of such charge with regard to any personnel or vehicles used by its suppliers. Any such charge shall not exceed an amount necessary to cover the actual regulatory or administrative expenses of such control measures.

Section 11.04 Airline Employee Parking

The Executive Director may designate areas from time to time to be used for parking automobiles by Airline's employees (including handicapped or disabled employees) working at the Airport. The Aviation Commission shall have the right to charge a reasonable fee for such privilege.

ARTICLE 12 - DAMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION

Section 12.01 Damage or Destruction of Terminal Building

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenable in whole, or in substantial part, then:

A. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Aviation Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred,

the Executive Director shall so notify Airline, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building for which provision is made in Article 5 shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.

B. If such repairs and rebuilding cannot, in the reasonable judgment of the Aviation Commission, be completed within said 270 days, the Aviation Commission, at its option, to be evidenced by notice in writing to Airline, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore for which provision is made in Article 5 shall be abated from and after the date of occurrence of the damage.

C. The Aviation Commission shall use its best efforts to provide Airline with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Executive Director shall advise Airline, as soon as practicable, of the Aviation Commission's intention regarding any necessary repairs or restorations.

D. In the event, however, that the cause of the damage is the fault or negligence or wrongful act of Airline or its employees or agents, then the expense of all such repairs shall, subject to any insurance proceeds received by the Airport from the Airline's insurance on account of such damage, be borne by Airline and there shall be no abatement of rent or other charges payable hereunder.

Section 12.02 Insurance

A. During the term of this Agreement, Airline shall provide, pay for, and maintain with companies reasonably satisfactory to the Aviation Commission, the types of insurance described herein. All insurance shall be issued by responsible insurance companies eligible to do business in the State of Georgia.

B. All liability policies of Airline and its contractors shall provide that the Aviation Commission is an Additional Insured to the extent of Airline's contractual obligations hereunder. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. At least ten (10) calendar days prior to Airline's use of space or Airline's operations or

activities in regard to the Airport and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the County, Airline shall furnish the County evidence of all insurance policies negotiated. Prior to expiration of any then-current policy of insurance, Airline shall deliver to Airport evidence showing that such insurance coverage has been renewed. At least five (5) calendar days prior to the date of cancellation or reduction of coverage, as received in the written notice from the insurer, Airline shall deliver to the Airport Director, evidence showing reinstatement or other provision for the required insurance. All such evidence shall be in the form of certificates of insurance satisfactory to the Airport Director, accompanied by a certified true copy of an endorsement to each policy containing the language required by this paragraph and, if applicable, cross-liability coverage.

C. If at any time the Executive Director requests a written statement from the insurance company as to any impairments to the aggregate limit, Airline shall promptly authorize and have delivered such statement to the Aviation Commission. Airline authorizes the Aviation Commission and its insurance consultant to confirm with Airline's insurance agents, brokers, and insurance companies all information furnished the Aviation Commission, as to Airline's compliance with the Aviation Commission's insurance requirements.

D. All required insurance coverages of Airline shall be primary with respect to Airline's obligations under this Agreement.

E. The acceptance of delivery to the Aviation Commission of any certificate of insurance evidencing the insurance coverages and limits required under this Agreement does not constitute approval or acceptance by the Aviation Commission that the insurance requirements in this Agreement have been met.

F. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Executive Director.

G. The insurance coverages and limits required of Airline under this Agreement are designed to meet the minimum requirements of the Aviation Commission. They are not designed as a recommended insurance program for Airline. Airline is responsible for insuring its real and Personal Property located at the Airport. Airline, alone, shall be responsible for the sufficiency of its own insurance program. Should Airline have any questions concerning its exposure to loss under this Agreement, or the possible insurance coverages needed therefore, it should seek professional advice.

H. Airline and the Aviation Commission understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Airline agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. Airline shall furnish the Aviation Commission, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.

I. Airline's insurance companies or its authorized representative shall give the Aviation Commission thirty (30) days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated. Said notices shall be sent pursuant to Section 17.17 of this Agreement.

J. If at any time the Executive Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Aviation Commission. Renewal Certificates of Insurance must be provided to the Aviation Commission as soon as practical but in every instance immediately upon expiration of current coverages.

K. Should at any time Airline not provide or maintain the insurance coverages required under this Agreement, the Aviation Commission may terminate or suspend this Agreement upon ten (10) days advance written notice to the Airline's Facility Manager and to Airline's Leasing contact.

L. The amounts and types of insurance shall conform to the following minimum requirements with the use policies, forms, and endorsements or broader, where applicable.

1. Workers Compensation and Employer's Liability Insurance shall be maintained in force by Airline during the term of this Agreement for all employees engaged in the operations under this Agreement. The limits of coverage shall not be less than:

Workers' Compensation	Georgia Statutory
Employer's Liability	\$1,000,000 Limit Each Accident
	\$1,000,000 Limit Disease Aggregate

\$1,000,000 Limit Disease Each Employee

2. Airport Liability Insurance shall be maintained by Airline for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products, and Completed Operations Coverage and shall not exclude the Explosion, Collapse, and Underground Property Damage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The limits of coverage shall not be less than:

Airlines Operating Aircraft with fifty (50) or more seats:

Bodily & Personal Injury	\$100,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

Airlines Operating Aircraft with less than fifty (50) seats:

Bodily & Personal Injury	\$50,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

3. Aircraft Liability Insurance shall be maintained by Airline during the term of this Agreement for all owned, non-owned, leased, or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury	\$100,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

4. Business Automobile Liability Insurance shall be maintained by Airline during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury	\$5,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

5. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability, and the Business Automobile Policy. The limits of coverage shall not be less than:

Umbrella or Excess Liability Policy	\$100,000,000 Combined Single Limit
	Each Occurrence & Aggregate-Specific
	for this Agreement

	\$200,000,000 Combined Single Limit
	Each Occurrence & Aggregate-Not Specific
	for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury	\$10,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate

Section 12.03 Indemnification

Except where, and to the extent, it is caused by the negligent or wrongful acts or omissions or willful misconduct of the agents, employees, contractors, officers, or board of Augusta Richmond County and the Aviation Commission, Airline agrees to protect, defend, reimburse, indemnify, and hold Augusta Richmond County and the Aviation Commission, its agents, employees, and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from the Aviation Commission by reason of any damage to property, or the environment, claims and liability or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, caused by or arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use or occupancy of the Airline Leased Premises, Airline's compliance with Title 49 CFR, Part 1542 requirements, Airline's negligent or wrongful acts, omissions, or operations hereunder or the performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline. Provided, however, that upon the filing by anyone of a claim with

Augusta Richmond County or the Aviation Commission for damages arising out of incidents for which Airline herein agrees to indemnify and hold Augusta Richmond County and the Aviation Commission harmless, Augusta Richmond County or the Aviation Commission shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of Augusta Richmond County. It is specifically agreed, however, that Augusta Richmond County, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against Augusta Richmond County for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal there from. Airline recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Aviation Commission in support of this indemnification in accordance with laws of the State of Georgia. This clause shall survive the termination of this Agreement as to claims arising during the term hereof. Compliance with the insurance requirements of this Article 12 shall not relieve Airline of its liability or obligation to indemnify Augusta Richmond County and the Aviation Commission as set forth in this Article 12.

Section 12.04 Relationships

Airline employees are not Aviation Commission or Augusta Richmond County employees and no “employer/employee” relationship exists.

Section 12.05 Non-liability of Agents and Employees

No board member, director, officer, agent, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution or attempted execution.

ARTICLE 13 - TERMINATION

Section 13.01 Termination of Agreement by Airline

A. Airline, at its option, may declare this Agreement terminated in its entirety at any time Airline is not in default in the payment of Rentals and Fees to the Aviation Commission by giving the Aviation Commission sixty (60) days advance written notice, to be served as hereinafter

provided, and by surrender of the Leased Premises on the happening of any one or more of the following events:

1. If the Terminal Building becomes untenable in whole, or in substantial part, and the Aviation Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement, and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.
 2. If the Aviation Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.
 3. If the Aviation Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Aviation Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.
 4. If the Aviation Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.
- B. No termination declared by Airline shall be effective unless and until not less than sixty (60) days have elapsed after the aforementioned written notice to the Aviation Commission specifying the date on which such termination shall take effect and the cause for which it is being terminated. The Aviation Commission may cure the cause of such termination within said 60-day period or such longer time as the parties may agree.

Section 13.02 Continuing Responsibilities of Airline

Notwithstanding the occurrence of any event of default by Airline, Airline shall remain liable to the Aviation Commission for all Rentals and Fees payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Aviation Commission elects to cancel this Agreement, Airline shall remain liable for and promptly pay all Rentals and Fees accruing hereunder

until the term of this Agreement has expired as set forth in Article 4 or until this Agreement is terminated by Airline pursuant to Section 13.01.

Section 13.03 Termination of Agreement by the Aviation Commission

A. The Aviation Commission, at its option, following all applicable notice and cure periods set forth herein, may declare this Agreement terminated on the happening of any one or more of the following events, and may exercise all rights of entry and re-entry to the Terminal Building:

1. If the Rentals and Fees, or other money payments that Airline herein agrees to pay, or any part hereof, shall be unpaid on the date by which payment is required to be made.
2. If Airline files a voluntary petition in bankruptcy, or makes a general assignment for the benefit of creditors, or if Airline is adjudicated as bankrupt.
3. The taking of jurisdiction of Airline or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any federal reorganization act.
4. The appointment of a receiver or a trustee of Airline's assets by a court of competent jurisdiction or a voluntary agreement with Airline's creditors and the same is not removed in ninety (90) days.
5. If any act occurs that deprives Airline permanently of the rights, powers, and privileges necessary for the proper conduct and operation of its Air Transportation business.
6. If Airline abandons and fails to use the Terminal Building for a period of thirty (30) days at any one time, except when arising out of or related to a Section 17.09 force majeure event.
7. If Airline uses or permits the use of its Leased Premises in the Terminal Building at any time for any purpose for which the use thereof at that time is not authorized by this Agreement, or by a subsequent written agreement between the parties, or permits the use thereof in violation of any law, rule, or regulation with which Airline has agreed in this Agreement to conform.

8. If Airline discontinues Air Transportation to the Airport as a consequence of Airline's filing of a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other statute of the United States or any state thereof, or being adjudged bankrupt, Airline shall be deemed to have forfeited its leasehold space.

9. If Airline fails to operate at least weekly scheduled passenger service departures from the Airport, for a period of ninety (90) days or more (except when arising out of or related to a Section 17.09 force majeure event).

10. If Airline is in violation of any provision of this Agreement not cured within a sixty (60) day period as specified in the following paragraph.

B. No termination declared by the Aviation Commission shall be effective unless and until at least sixty (60) days have elapsed after written notice to Airline specifying the date upon which such termination shall take effect and the cause for which it is being terminated. Notwithstanding such default, no termination shall occur if Airline cures the default within said sixty (60) day period; provided that if cure would reasonably require a longer time to cure, the Airline may take such additional time to cure, as agreed upon by the Parties, as long as Airline commences to cure within the original sixty (60) day period and diligently pursues a cure.

Section 13.04 Possession by the Aviation Commission

In any of the aforesaid events in this Article 13, the Aviation Commission may take possession of Airline's Leased Premises upon termination of this Agreement and remove Airline's effects without being deemed guilty of trespassing. On said default, after expiration of any applicable cure period, the Aviation Commission shall have and reserve all of its available remedies at law as a result of said breach of this Agreement. Failure of the Aviation Commission to declare this Agreement terminated on default of Airline for any of the reasons set forth herein shall not operate to bar, destroy, or waive the right of the Aviation Commission to cancel this Agreement by reason of any subsequent violation of the terms hereof.

ARTICLE 14 - RIGHTS ON TERMINATION OR REASSIGNMENT

Section 14.01 Fixed Improvements

It is the intent of this Agreement that any leasehold improvements and any alterations thereto shall be and remain the property of the Aviation Commission during the entire term of this Agreement and thereafter.

Section 14.02 Personal Property

On termination of this Agreement, Airline shall remove all Personal Property from its Leased Premises within thirty (30) days after said termination and, subject to Section 14.01, restore the Leased Premises to their original condition, ordinary wear and tear and the Aviation Commission's express obligations, excepted. If Airline fails to remove said Personal Property, the Aviation Commission may thereafter remove said property at Airline's expense.

ARTICLE 15 - ASSIGNMENT

Section 15.01 Assignment

Airline shall not assign or transfer this Agreement or any right or leasehold interests granted to it by this Agreement or otherwise transfer any interest in or to the Terminal Building without the prior written approval of the Aviation Commission; provided however, Airline may assign this Agreement without need of approval to any corporation with which Airline may merge or consolidate or to which Airline may sell or assign all or substantially all of its corporate assets or to a wholly owned subsidiary. Said approval shall not be unreasonably withheld. The Aviation Commission expressly reserves the right to withhold approval of a proposed assignment of any ticket counter space, office area space, baggage makeup space, airline operations space, or hold room space with associated aircraft parking position(s) if any other such space is vacant and available for lease and/or use on a per-use basis.

Section 15.02 Successors and Assigns Bound

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE 16 - GOVERNMENT INCLUSION

Section 16.01 Governmental Agreements

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Aviation Commission and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. The Aviation Commission agrees to provide Airline written advance notice of any provisions that would adversely modify the material terms of this Agreement.

Section 16.02 Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 16.03 Nondiscrimination

A. Airline, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Leased Premises, (2) in the construction of any improvements on, over, or under Airline Leased Premises and the furnishing of services thereon, no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (3) Airline shall use the Airline Leased Premises in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as such Title and Regulations may be amended.

B. In the event of breach of any of the above nondiscrimination covenants that is not cured, the Aviation Commission shall have the right to terminate this Agreement after such action as the United States Government may direct to enforce this covenant has been followed and completed, including exercise or expiration of appeal rights. If said breach has been cured, Aviation Commission may not terminate this Agreement.

Section 16.04 Security

Airline shall not bring into or operate any vehicle or motorized equipment within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Agreement, as well as the Airport Vehicle Training Program and the Airport Tenant Security Program both of which as defined by the Aviation Commission and the TSA respectively. When operating within any Air Operations Area, Airline shall cause its vehicles and equipment to move directly to and from the entrance gate or Airline Leased Premises and the aircraft shall not enter or move about any other Non-Movement Area. Airline, its officers, employees, agents, and those under its control, shall comply with security measures required of Airline or the Aviation Commission by the FAA, TSA, U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 respective to Airline's Exclusive Use Space. If Airline, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Aviation Commission, then, in addition to the provisions of Section 12.03, Airline shall be responsible and shall reimburse the Aviation Commission in the full amount of any such monetary penalty or other damages, including attorney fees and other costs to defend the Aviation Commission against such claims. Airline shall be responsible for having employee background checks performed through the Aviation Security Clearing House for all of its employees at the Airport. If Airline asks the Aviation Commission to perform these background checks for its employees at the Airport, Airline shall reimburse the Aviation Commission its cost, plus fifteen percent (15%) for administration.

Section 16.05 Environmental

A. General Conditions.

Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Airline, Airline hereby expressly covenants, warrants, and represents to the Aviation Commission, in connection with Airline's operations at the Airport, the following:

1. Airline is knowledgeable of all applicable Environmental Laws (as herein after defined) that apply to Airline's operations at the Airport and acknowledges that such Environmental Laws change from time-to-time, and Airline agrees to keep informed of any such future changes.
2. Airline shall not cause or permit any Hazardous Materials hereinafter to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Airline, its agents, employees, contractors, or other person except in compliance with applicable Environmental Laws (as hereinafter defined).
3. Airline shall comply, and shall at all times ensure that all Airport premises occupied by it are kept in compliance, with all applicable federal, State of Georgia, and local laws, ordinances, regulations, and orders relating to health, safety and protection of persons, the public, and/or the environment with respect to Hazardous Materials (collectively "Environmental Laws"). Airline shall make available for review upon the reasonable request of the Executive Director, all non-privileged reports, assessments, or other documents satisfactory to the Aviation Commission showing that no Airport premises occupied by Airline are being used nor have been used by Airline for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any Hazardous Materials in violation of Environmental Laws.
4. Except for aboveground deicing fluid storage tanks, Airline shall not install or allow to be installed any aboveground or underground storage tanks on any Airport premises without the prior written consent of the Executive Director. For aboveground deicing fluid storage tanks, Airline must obtain the Executive Director's written approval and obtain all

necessary federal, State of Georgia, and local licenses and permits. Airline is responsible at its sole cost and expense for periodically having all of its storage tanks inspected and recertified if and to the extent required by Environmental Laws. Copies of recertifications shall be provided to the Executive Director.

5. Except as provided herein, Airline shall keep Airline Leased Premises free of all environmental, health, or safety hazards and/or nuisances of any kind whatsoever, as defined by applicable environmental laws. Prior to Airline's occupancy of any Airline Leased Premises, Airline and the Aviation Commission, or the Aviation Commission's designated agent, shall perform a visual inspection of the condition of premises to be occupied by Airline, and shall make written notation of any pre-existing conditions discovered; subsequently, Airline shall not be responsible to the Aviation Commission with respect to those or any other pre-existing conditions.

6. Airline shall notify the Aviation Commission promptly upon discovery of any Hazardous Material on, in, under, or emanating from Airport premises occupied by Airline, any release or threat of release of a Hazardous Material by Airline, illness caused by exposure thereto, as well as any actual or threatened, environmental, health, or safety liability, including, but not limited to, claims, lawsuits, notices of violation, complaints, and investigations. Airline shall immediately, and at its own expense, take all actions if and to the extent legally required to remediate, abate, and/or rectify any such conditions at or upon the Airport if caused by the Airline. If Airline fails to timely take such actions, and as a result the Aviation Commission is required to remediate and/or abate any such conditions on or upon such premises, it may do so upon reasonable notice (under the circumstances) to Airline, and Airline shall pay all costs incurred by the Aviation Commission if caused by the Airline, with copies provided to Airline of any reports, analyses, notices, claims, complaints, demands, investigations, requests for information, and/or other documents, correspondence, or other written materials relating to the environmental condition on or of the Airport premises at issue and/or Hazardous Materials on, in, under, or emanating from those premises upon receipt, completion, or delivery of such materials.

7. Except as may otherwise be provided herein or as approved by the Executive Director, Airline will not make or allow to be made any change in usage, additions, or

improvements in, on, or to any Airport premises that will result in the presence or release of Hazardous Materials on any Airport premises.

8. If Airline breaches the obligations stated in this section then, Airline shall indemnify, and hold the Aviation Commission harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, damages for the loss or restriction on use of Airline Leased Space or of any amenity of the premises, natural resource damages, damages arising from any adverse impact on marketing of space, damage to other property, or the environment, and sums paid in settlement of claims, reasonable attorney's fees, consultant and expert fees except to the extent caused by the gross negligence or willful misconduct of the Aviation Commission. Without limiting the foregoing, if the presence of any Hazardous Material on such premises caused or permitted by Airline results in any contamination of the premises, other property, or the environment, Airline shall promptly notify the Aviation Commission.

9. Airline agrees to cooperate with any investigation, audit, or inquiry by the Aviation Commission or any governmental agency regarding possible violation by Airline of any Environmental Laws upon the Airport.

10. Airline agrees that all remedies of the Aviation Commission as provided herein with regard to violation of any Environmental Laws shall be deemed cumulative in nature and shall survive termination of this Agreement.

11. Airline agrees that any notice of violation, notice of noncompliance, or other enforcement action shall be provided to the Aviation Commission within five (5) business days of receipt by Airline or Airline's agent. Any violation or noncompliance with Environmental Laws shall be deemed a default under this Agreement. Such default may be cured within ten (10) days of receipt of notice of default from the Executive Director, or such longer period as may be required to effect a cure, provided Airline notifies the Executive Director of its intention to cure within said ten (10) days and thereafter diligently prosecutes the cure to completion. Any such default that is not cured shall be grounds for termination of this Agreement.

12. In entering into this Agreement, the Aviation Commission expressly relies on the covenants, representations, and warranties of Airline as stated herein.

B. Stormwater.

1. Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on Airport land owned by Augusta-Richmond County, are subject to County, State and Federal stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Aviation Commission's property and uses thereof.

2. The Aviation Commission and Airline both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.

3. The Aviation Commission will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline will be obligated to comply from time-to-time, including, but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within fifteen (15) days of receipt of such written notice, it shall notify the Aviation Commission in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between the Aviation Commission and Airline, those stormwater permit requirements for which it has received written notice from the Executive Director, and Airline agrees that it will hold harmless and

indemnify the Aviation Commission for any violations or noncompliance by Airline with any such permit requirements.

C. Solid and Hazardous Waste.

1. If Airline is deemed to be a generator of Hazardous Waste, as defined by Environmental Laws, Airline shall obtain a generator identification number from the U.S. Environmental Protection Agency and shall comply with all Environmental Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such Hazardous Wastes are conducted in full compliance with Environmental Laws.

2. Airline agrees to make available to the Aviation Commission, upon request, copies of all hazardous waste generator application documentation, monitoring reports, transportation, responses, storage and disposal plans, and material safety data sheets within fifteen (15) days of any such requests by the Aviation Commission.

ARTICLE 17 - MISCELLANEOUS

Section 17.01 Noninterference with Airport Operations

Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that interferes with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, on reasonable notice to Airline and opportunity to cure, the Aviation Commission reserves the right to enter the Airline Leased Premises and cause the abatement of such interference at the expense of Airline.

The Aviation Commission shall maintain and keep in repair the Airport landing areas, including taxiways, and shall have the right to direct and control all activities of Airline in this regard.

Section 17.02 Headings of Articles and Sections

The headings of the various articles and sections of this Agreement are merely for convenience of reference and do not limit the content of the articles and sections.

Section 17.03 Governing Law

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Georgia, with venue in Augusta-Richmond County, Georgia or the Southern District of Georgia federal court.

Section 17.04 Quiet Enjoyment

Airline shall, on payment of the Rentals and Fees as herein required, and subject to the performance and compliance by Airline of the covenants, conditions, and agreements on the part of Airline to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances, and facilities as granted hereby and subject to the Rules and Regulations.

Section 17.05 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically incorporated and made a part of this Agreement.

Section 17.06 Incorporation of Required Provisions

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or federal agency having the authority to regulate or control Airport operations or air traffic

Section 17.07 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 17.08 Non-waiver of Rights

No waiver by either party, at any time, of any of the terms, conditions, covenants, or agreements herein, or of any forfeiture, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the Aviation Commission to re-enter the

Terminal Building, and no subsequent acceptance by the Aviation Commission of rentals then or thereafter accrued, and no delay, failure, or omission of either party to exercise any right, power, privilege, or option arising from any default shall impair any such right, power, privilege, or options, or be construed to be a relinquishment thereof, or a waiver of such default or acquiescence therein, and no notice by either party shall be required to restore or revive any option, right, power, remedy, or privilege after waiver by such party of default in one or more instances. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. All rights provided by this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclusive of any other remedies provided by law, and the exercise of one right, power, option, or remedy by either party shall not impair its rights to exercise any other right, power, option, or remedy.

Section 17.09 Force Majeure

Neither the Aviation Commission nor Airline shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder, during and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of a public enemy, terrorism, acts of superior governmental authority, pandemic, epidemic, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible, and which are not within its control. This provision shall not apply to failures by Airline to pay Rentals and Fees, or to make any other money payments required by this Agreement. This Section 17.09 shall not prevent either party from exercising its rights of termination specified under Articles 13 and 14 (except as expressly set forth therein).

Section 17.10 General Interpretation

Insofar as this Agreement grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Airline, such use or the doing of such act or thing by Airline is to be in connection with the operation of its Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Agreement solely for its own benefit; and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Agreement) the Agreement does not grant to any third person (excepting a successor party to the Aviation

Commission or Airline) a right to claim damages or bring any suit, action, or other proceeding against either the Aviation Commission or Airline because of any breach hereof.

Section 17.11 Agreements between the Aviation Commission and Other Airlines

The Aviation Commission agrees not to enter into any scheduled airline operating agreement and terminal building lease with any other airline conducting similar operations at the Airport after the date of this Agreement that contains more favorable Rentals and Fees and other terms and conditions than those provided in this Agreement. The above notwithstanding, the Aviation Commission reserves the right to offer incentives, in any form, including the abatement of Rentals and Fees for a period of time, to airlines offering new air services, subject to and in compliance with, all Federal Grant Assurances, the FAA's Revenue Use Policy and applicable laws. Said incentives may provide an airline offering new air service more favorable terms, conditions, rentals, and fees for an initial period of time. Airline shall not be required to recompense the Aviation Commission for financial shortfalls, if any, caused by the offering of incentives.

Section 17.12 Rights Non-Exclusive

Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and the Aviation Commission reserves the right to grant similar privileges to others, provided that, in doing so, the Aviation Commission does not interfere nor alter, or purport to alter, Airline's rights and privileges hereunder.

Section 17.13 Capacity to Execute

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

Section 17.14 Acknowledgment

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the Aviation Commission by reason of the preparation of this Agreement by the Aviation Commission.

Section 17.15 Severability

In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either the Aviation Commission or Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 17.16 Approvals

Unless otherwise stated, whenever this Agreement calls for approval by the Aviation Commission, such approval shall be evidenced by the written approval of the Executive Director. Any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 17.17 Notices

All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. If intended for the Aviation Commission, notices shall be delivered to:

Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906-9620

or to such other address as may be designated by the Executive Director by written notice to Airline.

Notices to Airline shall be delivered to:

US/Overnight Mail:

Delta Air Lines, Inc.
Department 877
1030 Delta Blvd.
Atlanta, Georgia 30354-1989

or to such other address as may be designated by Airline by written notice to the Aviation Commission.

Section 17.18 Agent for Service

It is expressly understood and agreed that if Airline is not based in the State of Georgia, or is an association or partnership without a member or partner resident in said state, Airline shall appoint an agent, qualified to do business in the State of Georgia, for the purpose of service of process in any court action between it and the Aviation Commission arising out of or based upon this Agreement. Airline shall, within ten (10) days of execution of this Agreement, notify the Aviation Commission, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Georgia for service upon a nonresident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Georgia by the registered mailing of such service at the address set forth above.

Section 17.19 Time Is of the Essence

Time is of the essence in this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

ATTEST:

AUGUSTA, GEORGIA

By: _____
Clerk

Garnett L. Johnson, Mayor

ATTEST:

AVIATION COMMISSION:

By: _____
Secretary

Aviation Commission Chair

ATTEST:

AIRLINE:

By: _____
Secretary

President

EXHIBIT A
AIRPORT LAYOUT PLAN

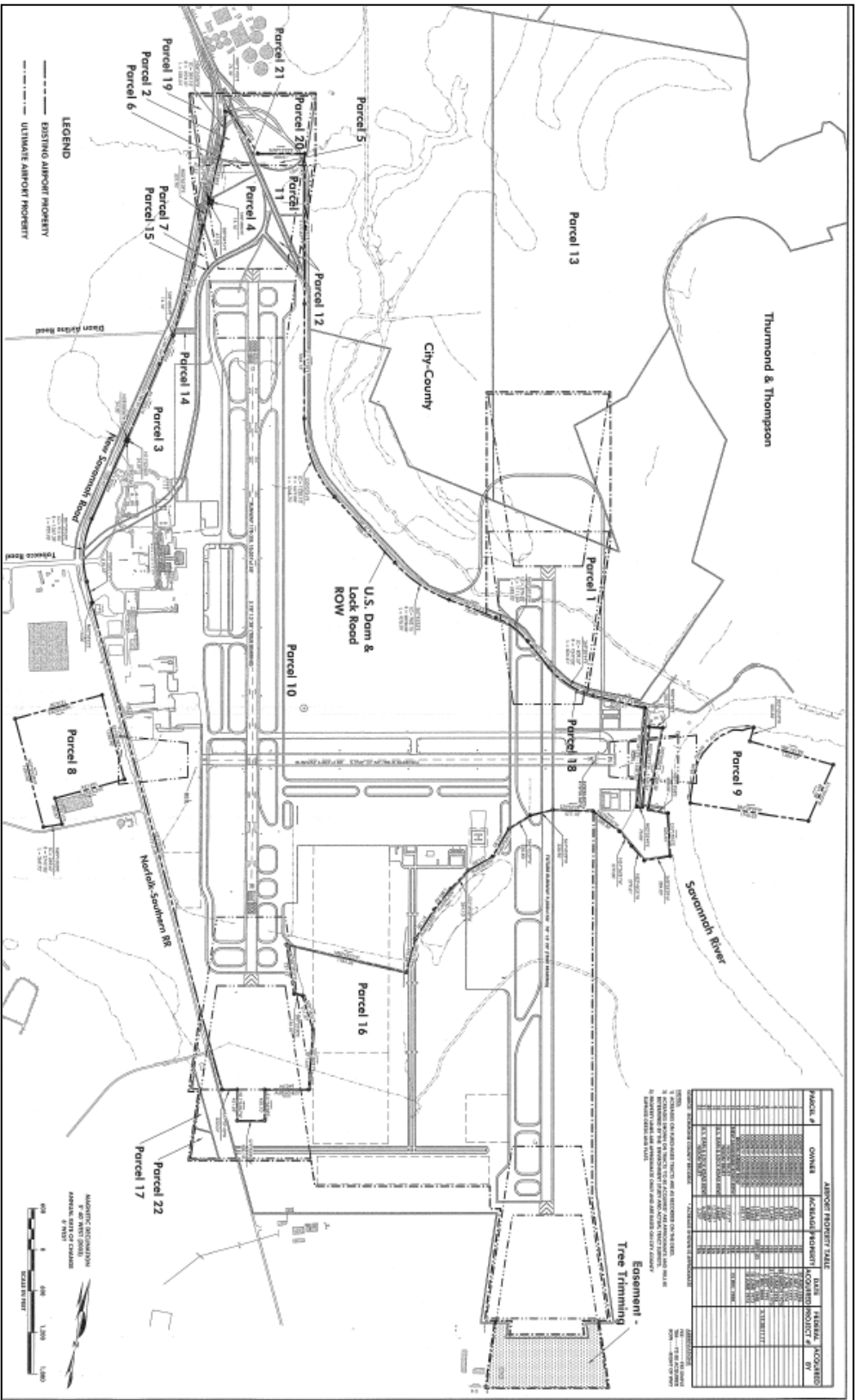


EXHIBIT B AIRPORT COST CENTERS

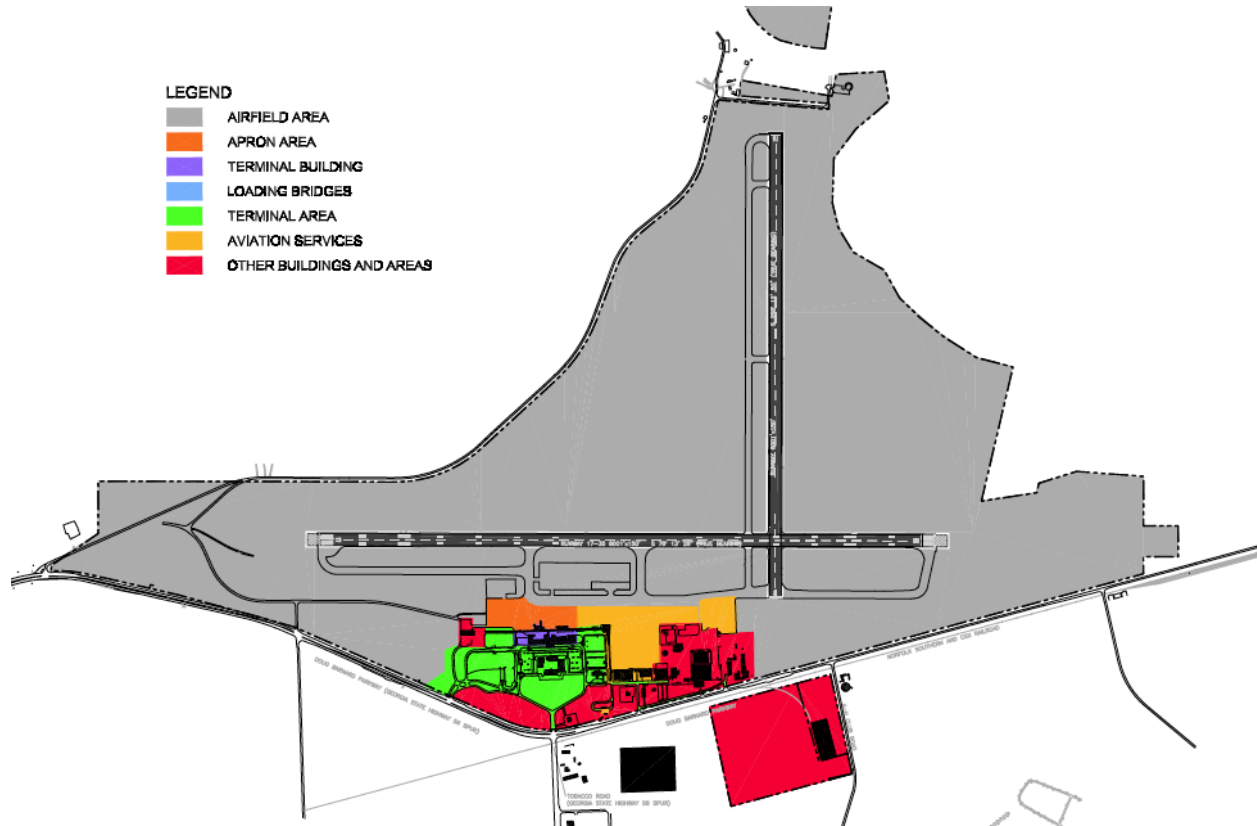


EXHIBIT C
Page

EXHIBIT C
Page

EXHIBIT D
RATE STRUCTURE FOR RENTALS AND FEES

CATEGORY	UNIT
I. Terminal Building Rental Rate	Per Square Foot
II. Apron Area Rental Rate	Per Position
III. Loading Bridge Rate	Per Bridge
IV. Landing Fee Rate	Per 1,000 pounds of CMGLW

Actual rates for rents and fees will be identified in a separate rates and charges addendum that will be presented to the airlines annually and will be consistent with the Airport's Debt Service Requirement and coverage as set forth in the 2015 Bond Resolution.

EXHIBIT E

**RESPONSIBILITIES OF AVIATION COMMISSION AND AIRLINES FOR
OPERATION AND MAINTENANCE OF TERMINAL BUILDING**

Airline's Responsibility

Unless otherwise provided, Airline shall at its sole cost and expense, maintain the non-public view portions of Airline's leased areas and every part thereof in good appearance, repair, and safe condition including but not limited to:

1. Maintain all improvements in Airline's leased areas, including furnishing, fixtures, and equipment (including the mini-split A/C system in Radio/Comm Rooms) whether installed by Airline or the Aviation Commission.
2. Maintain all interior walls, ceilings, doors, floor finishes and carpeting, all locks, interior lighting, building glass, all interior painting and finishes.
3. Maintain all plumbing systems and fixtures within Airline's leased areas.
4. Provide all janitorial services to its non-public view leased areas.

Aviation Commission's Responsibilities

Unless otherwise provided, Aviation Commission shall at its sole cost and expense, maintain the public view portions of Airline's leased areas and the remainder of the Terminal and every part thereof in good appearance, repair, and safe condition including but not limited to:

1. Maintain the Terminal Building structural members, exterior structure and finish, and roof of the Terminal Building.
2. Maintain all pavements and subsurface drainage structures in the Assigned Areas.
3. Maintain the building heating, ventilation, air conditioning (HVAC) as well as the electrical systems and lighting fixtures in the Terminal (excluding the non-public view leased area of Airline). Relamping of the Terminal (excluding airline non-public view space).
4. Provide janitorial services in the Terminal for Preferential, joint use, common and public space.
5. Maintain the landscaping and exterior areas of the landside of the Terminal.
6. Maintain baggage conveyor and baggage handling systems for both outbound and inbound bags.

EXHIBIT E
RESPONSIBILITIES OF THE AVIATION COMMISSION AND
AIRLINES FOR OPERATION & MAINTENANCE OF TERMINAL BUILDING

SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

	Exclusive Use Premises			Joint Use Premises	Preferential Use Premises	
	Ticket Counters	Offices & Operations	Bag Make-up	Baggage Claim	Aircraft Aprons	Hold-rooms
Air Conditioning	COMMISSION	COMMISSION Mini-split A/C maintained by Airline	n/a	COMMISSION	n/a	COMMISSION
Heating	COMMISSION	COMMISSION	COMMISSION	COMMISSION	n/a	COMMISSION
Lighting						
a. Bulb & Tube Replacement	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
b. Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
Electrical Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
Water						
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	COMMISSION	n/a
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
Sewage	n/a					
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
Maintenance						
a. Other than Structure	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION
b. Structure	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION
c. Exterior	n/a	COMMISSION	COMMISSION	COMMISSION	COMMISSION	n/a
Custodial Service	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	n/a
Window Cleaning						
a. Exterior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION
b. Interior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION
Ramp - Concrete Repair	n/a	n/a	n/a	n/a	COMMISSION	n/a
Snow Removal						
a. Larger ramp area	n/a	n/a	n/a	n/a	n/a	n/a
b. Gate areas & walkway to aircraft	n/a	n/a	n/a	n/a	n/a	n/a

EXHIBIT F**AUGUSTA REGIONAL AIRPORT
MONTHLY ACTIVITY REPORT****Augusta Regional Airport Monthly Statistical Information
Due by the 10th of the Month**

Carrier:	PSA	Reporting Period:	July	
Landing Information		Monthly Statistics		
	Number		Enplane Deplane	
Charter Flights		Revenue Passengers	2,367 2,484	
Diverted Flights		Non Revenue Passengers	126 80	
Scheduled Flights	65	Total Passengers	2,493 2,564	
Canceled Flts Due to:				
ATC		Seating Capacity	3,250 3,250	
Crew (CW)				
Holiday Reduction (HR)		Mail (Pounds)		
Maintenance (MT)		Express (Pounds)		
Prescheduled XLN (PC)		Freight (Pounds)	160 1,043	
Weather (WX)				
Aircraft Damage				
Other-Apt Const/Rwy. Const				
Flights Operated	65			
Landing Fees				
A Type of Aircraft	B Gross Certified Landing Weight	C Number of Landings	D Landing Fee Calculation at \$.77 per 1000 pounds	Total Charge
AT7	47,068		(B) X (C) / 1,000 X \$0.77=	0.00
CRJ-200	47,000	65	(B) X (C) / 1,000 X \$0.77=	2,352.35
CRJ-400	47,000		(B) X (C) / 1,000 X \$0.77=	0.00
CRJ-700	67,000		(B) X (C) / 1,000 X \$0.77=	0.00
CRJ-900	73,500		(B) X (C) / 1,000 X \$0.77=	0.00
EMB120	24,800		(B) X (C) / 1,000 X \$0.77=	0.00
EMB135	40,785		(B) X (C) / 1,000 X \$0.77=	0.00
EMB145	47,000		(B) X (C) / 1,000 X \$0.77=	0.00
EMB145-ER	41,226		(B) X (C) / 1,000 X \$0.77=	0.00
EMB145 -LR	42,549		(B) X (C) / 1,000 X \$0.77=	0.00
EMB145 XRJ	44,092		(B) X (C) / 1,000 X \$0.77=	0.00
J-31	15,906		(B) X (C) / 1,000 X \$0.77=	0.00
Dash 8	34,500		(B) X (C) / 1,000 X \$0.77=	0.00
Dash 8-300	42,000		(B) X (C) / 1,000 X \$0.77=	0.00
B737-300	114,000		(B) X (C) / 1,000 X \$0.77=	0.00
B737-400	146,300		(B) X (C) / 1,000 X \$0.77=	0.00
B737-500	110,000		(B) X (C) / 1,000 X \$0.77=	0.00
B737-800	144,000		(B) X (C) / 1,000 X \$0.77=	0.00
B767-800	350,000		(B) X (C) / 1,000 X \$0.77=	0.00
MD 88	108,000		(B) X (C) / 1,000 X \$0.77=	0.00
			(B) X (C) / 1,000 X \$0.77=	0.00
			(B) X (C) / 1,000 X \$0.77=	0.00
TOTAL NO. OF LANDINGS		65	TOTAL CHARGES	2,352.35
Departure Performance				
0-15 min	60			
16-30 min	1			
31-60 min	0	I hereby certify that this is a true and correct statement:		
60 min+	4	Station Managers		
Lost Bag Claims	0	Signature	Gregory Campbell	
PAWOB	0	Date	8/8/08	



Public Services Committee

April 11, 2023

Motion to approve a vendor for RFP 22-296

Department:	Parks & Recreation
Presenter:	Maurice McDowell
Caption:	Motion to approve a vendor for RFP 22-296 - Parks & Recreation Strategic Plan
Background:	With RFP 22-296, Augusta Parks & Recreation has solicited proposals from qualified firms to guide the Department through the development and implementation of the 2023 Strategic Plan. Three compliant packages were submitted and Raftelis Financial Consultants, Inc. was selected through competitive bidding as vendor with the highest overall score.
Analysis:	Strategic Planning is needed to analyze the department's strengths, weaknesses, opportunities and threats. The selected firm will structure the strategic planning process, analyze existing programs and procedures, gather input from the community, staff and stakeholders and create a comprehensive strategic plan to ensure effective use of resources and focus on key priorities.
Financial Impact:	\$98,200.00
Alternatives:	<ol style="list-style-type: none"> 1. Move to approve entering into an agreement with Raftelis Financial Consultants, Inc. 2. Move to no action.
Recommendation:	Move to approve entering into an agreement with Raftelis Financial Consultants, Inc.
Funds are available in the following accounts:	Funds are available in the Parks & Recreation General Fund. The funding source will be 101-06-1110- 5211110.
<u>REVIEWED AND APPROVED BY:</u>	N/A

AUGUSTA, GEORGIA PARKS AND RECREATION DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

This Agreement made and entered into this ____ day of ____ 2023 (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Parks and Recreation Department (“Parks”) whose address is 2027 Lumpkin Rd, Augusta, GA, and Raftelis Financial Consultants, Inc., (hereinafter referred to as Raftelis) a North Carolina corporation whose address is 227 West Trade Street, Suite 1400 Charlotte, NC 28202.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RAFTELIS and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.
SCOPE OF SERVICES TO BE PROVIDED

A. RAFTELIS will conduct those activities as indicated in RFP 22-296, Section III, “Goals and Deliverables of the Project,” and Section IV, “Scopes of Services”, which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:

- a.** Reviewing Parks and Recreation Department’s mission and vision statements;
- b.** Reviewing the 2016 Master Plan;

- c. Preparing and performing a SWOT analysis of programs, activities, and procedures;
 - d. Prepare and implement an attitude and interest survey;
 - e. Interview key community stakeholders;
 - f. Developing a criticized list of critical issues;
 - g. Identifying key priorities and seeking Augusta, Georgia Commission approval for long-range priorities;
 - h. Creating an “Action Plan;”
 - i. Creating performance measures to monitor achievements of “Action Plan” priorities;
 - j. Presenting “Action Plan” to Augusta, Georgia Commission for approval;
 - k. Promoting the “Action Plan to create increased awareness and participation among staff and elected officials;
 - l. Integrating “Action Plan” into 2024 budget and other planning documents; and/or
 - m. Monitoring “Action Plan” on a quarterly and annual basis.
- B.** All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the sole property of Augusta. Nothing contained herein shall be deemed an assignment, transfer or divestiture its use by Raftelis of any of its trade secrets, know-how or intellectual property, except that Raftelis warrants that it understands and is aware of the requirements for exemption of trade secrets pursuant to O.C.G.A. § 50-18-72.

ARTICLE II

GENERAL CONDITIONS

A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, one year from the Effective Date, unless extended by written amendment. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

B. The ownership of all data, drawings, charts, etc. which are prepared or produced under this contract shall be that of Augusta, Georgia; provided, however, nothing contained herein shall be deemed a transfer, assignment or divestiture by Raftelis of its trade secrets, know-how or intellectual property .

C. In performance of the services, it is understood that Augusta and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' Scope of Services.

D. Independent Contractor Status. It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of Augusta within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor,

or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, Augusta shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

ARTICLE III **CONSIDERATION/FEES**

A. Augusta shall pay to Raftelis the sum not to exceed \$[X], which includes professional fees and direct expenses incurred in performing the scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the scope of work contained herein at Raftelis' current standard hourly rate schedule included in Attachment B. Any expansion of the scope of work by the Augusta shall involve the discussion and agreement of additional fees and time by both parties.

B. Raftelis shall submit invoices to Augusta on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, Augusta will remit payment of same amount to the Raftelis within 30 days.

C. Adjustment in price in this Agreement shall be computed in one of the following ways:

- a. By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;
- b. By unit prices specified in this Agreement or subsequently agreed upon;

- c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or
- d. In such other manner as the contracting parties may mutually agree upon.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF RAFTELIS

RAFTELIS hereby represents and warrants to Augusta as follows:

A. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by RAFTELIS and constitutes a legal, valid and binding obligation of RAFTELIS, enforceable against RAFTELIS in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

B. No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by RAFTELIS, nor the performance by RAFTELIS of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to RAFTELIS, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which RAFTELIS is a party or by which RAFTELIS or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any

assets of RAFTELIS under any agreement or instrument to which RAFTELIS is a party or by which RAFTELIS or its assets may be bound or affected.

C. No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by RAFTELIS or the performance of its obligations hereunder, except such as have been duly obtained or made.

D. Financial Condition. There has been no material adverse change in the financial condition of RAFTELIS that would impair the ability of RAFTELIS to perform its obligations under this Agreement.

E. No Collusion. RAFTELIS's Proposal is genuine and not collusive or a sham. RAFTELIS has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of RAFTELIS's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

F. Information Supplied By RAFTELIS. The information supplied and representations and warranties made by RAFTELIS and in all submittals made in response to the RFP, including RAFTELIS's Proposal, and in all post-proposal submittals with respect to RAFTELIS (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. RAFTELIS's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

G. Ethics: Gratuities and Kickbacks. Neither RAFTELIS, any subsidiary, or any agent or other representative of RAFTELIS has given or agreed to give, any employee or

former employee of Augusta or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

H. Contingent Fees. The RAFTELIS warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by RAFTELIS for the purpose of securing business and that the RAFTELIS has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

I. Existence and Powers. RAFTELIS is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

J. Augusta's selection of the RAFTELIS was made with specific reliance on the qualifications and experience of specific RAFTELIS staff identified in the RAFTELIS's response to RFP 22-296, incorporated herein by reference. Unless substitutions are otherwise

approved by Augusta or the Parks and Recreation Department, RAFTELIS agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in RAFTELIS's response.

K. Standard of Performance. Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from Augusta's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Augusta.

L. Confidential Information. Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from Augusta, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by law, judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to Raftelis by Augusta ("Confidential Information") without first obtaining written permission from Augusta. All tangible embodiments of such information shall be delivered to Augusta or the destination of such information by Raftelis requested by Augusta. Augusta acknowledges Raftelis has the right, subject to Georgia law, to maintain its own set of work papers which may contain Confidential Information. Notwithstanding anything else in this paragraph, Raftelis acknowledges that Augusta, Georgia is an "agency"

pursuant to O.C.G.A. § 50-18-70 et seq., and agrees and acknowledges that anything in this paragraph may be subject to Georgia Open Records Act law and rules. Raftelis agrees to provide Augusta, Georgia with any public records subject to public inspection and copying and to assist Augusta, Georgia in complying with all relevant laws related to the Georgia Open Records Act related to RFP 22-296 and the services covered in this Agreement.

ARTICLE V

INSURANCE

RAFTELIS (“Contractor”) shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta (“the County”) evidence of a policy or policies of insurance as enumerated below.

- A. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000.
- B. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000.
- C. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:
 - a. Worker’s Compensation – Statutory coverage
 - b. Employer’s Liability - \$1,000,000
- D. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- E. If any such policy is written on a “Claims Made” form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is

“Claims made” and state the retroactive date. Claims made form coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this Contract and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.

Additional Insured and Primary Insurance Provisions:

- F. Such insurance, as provided in (1), (2), & (4) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County.
- G. In addition, Contractor’s insurance shall be primary as respects the County, and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractors insurance.
- H. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:
 - I. A copy of the policies declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
 - J. A copy of the endorsement naming the County as an Additional Insured showing the policy number and signed by an authorized representative of the insurance company for Commercial General Liability and Worker’s Compensation.

- K. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the County.
- L. **Policy Rating.** All policies shall be subject to approval by the County Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus line broker), form and coverage, and primary to all other insurance.
- M. **Self-Insurance.** Should Contractor be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how Contractor would protect and defend the County as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.
- N. **Subcontractors.** Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
- O. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

ARTICLE VI

TERMINATION

A. Termination of the Agreement for Default. Failure of the RAFTELIS, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the RAFTELIS pursuant to this term.

B. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors:** The RAFTELIS makes a general assignment for the benefit of creditors.
2. **Bankruptcy:** The RAFTELIS files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.
3. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the RAFTELIS in any proceeding brought by or against the RAFTELIS, or the RAFTELIS consents to or acquiesces in such appointment.

E. Termination. Either party may terminate this Agreement upon 30 days' prior written notice.

F. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the RAFTELIS fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or
2. In the event that the RAFTELIS makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or
3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Parks and Recreation Department.

G. Temporary Suspension or Delay of Performance of Contract. To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by RAFTELIS under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

A. RAFTELIS will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by RAFTELIS herein, or to the wages paid by RAFTELIS to its employees.

B. RAFTELIS will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

C. All reports, documents, data bases, commercials, and other deliverable products produced by RAFTELIS for sole purposes of Augusta under the terms of this Agreement will at all times be the exclusive property of Augusta.

D. Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

E. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

F. Severability. In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of

or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary. This Agreement is intended to be solely for the benefit of RAFTELIS and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

H. Notices and Authorized Representatives. All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta:	Office of the Mayor 535 Telfair Street Suite 200 Augusta, Georgia 30901 Parks and Recreation Department ATTN: Maurice McDowell 2027 Lumpkin Rd Augusta, GA 30906 With a Copy to: General Counsel Augusta Law Department 535 Telfair Street, Building 3000 Augusta, GA 30901
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For RAFTELIS:

Raftelis Financial Consultants, Inc.

 Attn:

I. Nondiscrimination. During the performance of services under this Agreement, RAFTELIS agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. RAFTELIS will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

J. Indemnification. RAFTELIS hereby agrees to hold harmless, indemnify and defend Augusta, Georgia, the Augusta Finance Department, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, caused by negligent acts or acts of commission or omission by RAFTELIS its officers, employees, sub-RAFTELISs, or other representatives.

K. Compliance with laws: The RAFTELIS shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the RAFTELIS and Augusta. RAFTELIS shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

L. Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

M. RAFTELIS ("Contractor") acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

N. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is

participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

O. Throughout the term of this contract, RAFTELIS will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. RAFTELIS will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

P. Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of RAFTELIS or any subcontractor of RAFTELIS or

subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. RAFTELIS agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of RAFTELIS which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Q. Independent Contractor. The RAFTELIS shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Finance Department; and shall retain control over its employees, agents, servants and subcontractors.

R. Assignment and Subcontracting. The RAFTELIS shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the RAFTELIS hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.

S. Choice of Law and Venue. This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. RAFTELIS by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

T. Invalid Provisions: If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions

or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either Augusta or RAFTELIS in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

U. Waivers. Failure by Augusta to insist upon the strict performance by the RAFTELIS of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the RAFTELIS.

V. Entire Agreement. This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, RAFTELIS hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and RAFTELIS's response to RFP 22-296 (Exhibit "A"), the RAFTELIS's response to RFP 22-296 shall take precedence over this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Raftelis Financial Consultants, Inc.

Augusta, Georgia

By: _____

By: _____

Name: _____

Name: GARNETT L. JOHNSON

Title: _____

Title: Mayor

Date: _____

Date: _____

Parks and Recreation Department

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Lena J. Bonner, Clerk of Commission

APPENDIX A
RFP 22-296 and RAFTELIS'S RESPONSE TO RFP 22-296

APPENDIX B
RAFTELIS' 2022 Standard Hourly Billing Rates

Position	Hourly Billing Rate **
Chair	\$475
Chief Executive Officer/President	\$400
Executive Vice President	\$350
Vice President/Principal Consultant	\$325
Director of Governmental Services	\$310
Senior Manager	\$285
Director of Data Services	\$275
Director of Strategic Communications	\$275
Manager	\$250
Director of Florida Operations	\$225
Senior Consultant	\$220
Consultant	\$190
Creative Director	\$190
Associate	\$160
Graphic Designer	\$135
Analyst	\$115
Administration	\$85
PRMG – Executive Vice President	\$280
PRMG – Vice President	\$265
PRMG - Senior Manager	\$225
PRMG - Manager	\$215
PRMG - Senior Consultant	\$175
PRMG - Consultant	\$140
PRMG - Associate	\$120
PRMG - Administration	\$85
Technology/Communications Charge*	\$10

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, November 15, 2022 @ 11:00 a.m. via ZOOM Meeting ID: 852 7660 8220; Passcode: 371369** for furnishing:

RFP Item #22-296 Parks and Recreation Strategic Plan for Augusta, GA – Parks and Recreation Department

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

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

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

Pre-Proposal Conference will be held on Monday, October 31, 2022 @ 10:00 a.m. Via Zoom – Meeting ID: 885 1966 8040; Passcode: 531345.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, November 1, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 6, 13, 20, 27, 2022
Metro Courier October 6, 2022

Revised: 3/22/21



**RFP Opening - RFP Item #22-296 Parks and Recreation Strategic Plan
for Augusta, GA – Parks and Recreation Department
RFP Date: Tuesday, November 15, 2022 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 19
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 171
Georgia Procurement Registry: 1952
Total packages submitted: 4
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify #	SAVE Form	Addendum 1	Original	7 Copies	Fee Proposal
Berry Dunn McNeil & Parker, LLC 2211 Congress Street Portland, Maine 04102	Yes	166359	Yes	No / Non- Compliant	Yes	Yes	Yes
Brandsetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	Yes	637494	Yes	Yes	Yes	Yes	Yes
Chire, LLC dba Collective Insights Consulting 3565 Piedmont Rd. N.E., Building 1 Suite 520 Atlanta, GA 30306	Yes	1510716	Yes	Yes	Yes	Yes	Yes
Raftelis Financial Consultants, Inc. 227 W. Trade Street, Suite 1400 Charlotte, NC 28202	Yes	266589	Yes	Yes	Yes	Yes	Yes



RFP Evaluation Sheet - RFP Item #22-296 Parks and Recreation Strategic Plan
for Augusta, GA – Parks and Recreation Department
Evaluation Date: Monday, December 5, 2022 @ 3:00 p.m. via ZOOM

Item 9.

Vendors			Brandsetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	Chire, LLC dba Collective Insights Consulting 3565 Piedmont Rd. N.E., Building 1 Suite 520 Atlanta, GA 30306	Raftelis Financial Consultants, Inc. 227 W. Trade Street, Suite 1400 Charlotte, NC 28202	Berry Dunn McNeil & Parker, LLC 2211 Congress Street Portland, Maine 04102		Brandsetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	Chire, LLC dba Collective Insights Consulting 3565 Piedmont Rd. N.E., Building 1 Suite 520 Atlanta, GA 30306	Raftelis Financial Consultants, Inc. 227 W. Trade Street, Suite 1400 Charlotte, NC 28202	Berry Dunn McNeil & Parker, LLC 2211 Congress Street Portland, Maine 04102
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					Weighted Scores			
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	FAIL		PASS	PASS	PASS	FAIL
2. Qualifications & Experience	(0-5)	15	5.0	3.9	5.0			75.0	58.5	75.0	
3. Organization & Approach	(0-5)	20	4.5	3.0	5.0			90.0	60.0	100.0	
4.Scope of Services Experience and approach to the Scope of Services included in Section IV to include details on the following items. •List the number of strategic plans of similar size and scope the firm has completed. •Identify similar projects the firm has completed in the last 5 years. •Describe the firm's involvement with activities and/or trainings offered by the National Recreation and Park Association and/or the Georgia Recreation and Park Association. •Describe the firms experience in working with Parks and Recreation Agencies on Master Plans and/or Strategic Plans. •Submit a sample of a completed strategic plan of similar size.	(0-5)	20	5.0	3.0	5.0			100.0	60.0	100.0	
5. Financial Stability	(0-5)	5	5.0	4.0	5.0			25.0	20.0	25.0	
6. References	(0-5)	5	4.4	3.8	4.8			21.8	18.8	23.8	
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)											
Within Richmond County	5	10						0.0	0.0	0.0	
Within CSRA	5	6						0.0	0.0	0.0	
Within Georgia	5	4		5.0				0.0	20.0	0.0	
Within SE United States (includes AL, TN, NC, SC, FL)	5	2			5.0			0.0	0.0	10.0	
• All Others	5	1	5.0					5.0	0.0	0.0	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			28.9	22.7	29.8			316.8	237.3	333.8	
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
8. Presentation by Team	(0-5)	10	4.0		4.8			40.0	0.0	47.5	
9. Q&A Response to Panel Questions	(0-5)	5	4.0		4.8			20.0	0.0	23.8	
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)								Cost/Fee Proposal Consideration			
Lowest Fees	5	10	5.0					50.0	0.0	0.0	
Second	5	6			5.0			0.0	0.0	30.0	
Third	5	4						0.0	0.0	0.0	
Forth	5	2						0.0	0.0	0.0	
Fifth	5	1						0.0	0.0	0.0	
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			13.0	0.0	14.5			110.0	0.0	101.3	
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category)											
Total Cumulative Score (Maximum point is 500)			41.9	22.7	44.3			426.8	237.3	435.0	
Internal Use Only											
Evaluator: Cumulative Date: 12/5/22 Phase II - 12/15/22											
Procurement Department Representative: _____ Nancy Williams _____											
Procurement Department Completion Date: 12/5/22 Phase II - 12/15/22											

2027 Lumpkin Road
Augusta, GA 30906

Memorandum

TO: Nancy Williams, Contract Compliance Administrator - Procurement
FROM: Maurice McDowell, Director – Parks & Recreation 
DATE: December 20, 2022
SUBJECT: Recommendation of Award: 22-296 Parks & Recreation Strategic Plan

After thorough review of the three submitted proposals, and after the team presentation of the two leading vendors, the Parks & Recreation Department recommends for RFP 22-296 to be awarded to Raftelis Financial Consultants, Inc.


Raftelis led the score in both phase one and two, and the Department is convinced that while both Brandstetter Carroll Inc. and Raftelis are great matches, the needs of this project are best met by Raftelis.

Thank you for your continuous assistance in the procurement process. We are looking forward to the results of the contract negotiation.

2027 Lumpkin Road
Augusta, GA 30906

Memorandum

TO: Geri Sams, Director - Procurement

FROM: Maurice McDowell, Director – Parks & Recreation 

DATE: January 27, 2023

SUBJECT: Justification of Award Recommendation of bid item # 22-296

The Augusta Parks & Recreation Department is requesting to move forward with contract negotiation with the recommended vendor Raftelis Financial Consultants, Inc.

The submitted proposals did exceed the budget our Department proposed when initiating the bidding process. During the time of our submittal, we did not have a clear understanding of the market rates for the work to be done and therefore underestimated the anticipated costs.

However, during the bid opening, it became clear that all vendors were in the range of \$100,000 and it is our belief that re-bidding the item would not substantially decrease the proposed fees. Given the current market, it is more likely that future proposals will rather increase the cost than lower it.

In addition, the proposed vendor was very clear in their approach and vision and we would like to emphasize the immediate departmental need for strategic planning at this time.

The Parks & Recreation Department has sufficient funding available to cover the expenses needed for the implementation of this project.

Therefore, with consideration of the reasons laid out above, we kindly ask to consider our request to move forward and begin negotiation.

CC: Darrell White, Deputy Director - Procurement
Nancy Williams, Contract Compliance Administrator - Procurement

BIDDERS LIST

BID ITEM # 22-296 COST \$

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Maypop Collaborative Attn: Melinda Cochran Davis PO Box 1453 Commerce, GA 30529	Phone 706 658-7778	10/7/22	22-296	DW	d-s mg. 1
2						
3						
4						
5						
6						
7						
8						
9						
0						
1						

MRG CONSULTING, LLC
PO BOX 561
WILTON CA 95693

PROS CONSULTING
35 WHITTINGTON DRIVE SUITE 300
BROWNSBURG IN 46112

MBMD STRATEGIC CONSULTANTS LLC
6757 S JEFFERY BLVD
CHICAGO IL 60649

BOSTON CONSULTING GROUP
1075 PEACHTREE STREET NE SUITE 3800
ATLANTA GEORGIA 30909

EY
LAKE VIEW
1105 LAKEWOOD PARKWAY STE 200
ALPHARETTA GA 30009

W4SIGHT
53 W JACKSON BLVD SUITE 1660
CHICAGO IL 60604

DLW BUSINESS CONSULTANTS LTD
307 N MICHIGAN AVE SUITE 302
CHICAGO IL 60601

W.K. DICKSON & CO INC
1450 GREENE STREET SUITE 225
AUGUSTA GA 30901

W4SIGHT
53 W JACKSON BLVD SUITE 1660
CHICAGO IL 60604

COLLECTIVE INSIGHTS
3565 PIEDMONT ROAD NE
BUILDING 1 SUITE 520
ATLANTA GA 30305

MBMD STRATEGIC CONSULTANTS LLC
6757 S JEFFERY BLVD
CHICAGO IL 60649

MIG CONSULTING INC
317 LEXINGTON AVENUE SUITE 2
SAN ANTONIO TX 78215

MIG CONSULTING INC
317 LEXINGTON AVENUE SUITE 2
SAN ANTONIO TX 78215

GAGNON ASSOCIATES
133 PINE HILL RD
BOXBOROUGH, MA 01719

GREENPLAY LLC
211 N PUBLIC ROAD SUITE 225
LAFAYETTE CO 80026

GAGNON ASSOCIATES
133 PINE HILL RD
BOXBOROUGH MA 01719

MOMENTUM MANAGEMENT
CONSULTING
2120 MARKET STREET SUITE 100
CAMP HILL PA 17011

SEI-CONSULTING
474 N LAKE SHORE DRIVE
CHICAGO IL 60611

MATRIX CONSULTING GROUP
1650 S AMPHLETT BLVD SUITE 213
SAN MATEO CA 94402

PHYLLIS JOHNSON
COMPLIANCE DEPT

MAURICE MCDOWELL
PARKS & RECREATION DEPT.

FRANK ROST
PARKS & RECREATION DEPT.

RFP ITEM# 22-296
PARKS AND RECREATION STRATEGIC
PLAN
For Augusta, GA PARKS & REC DEPT
RFP Due: Tues 8/1/2017 @ 11:00 a.m.

RFP ITEM# 22-296
S PARKS AND RECREATION
STRATEGIC PLAN
For Augusta, GA PARKS & REC DEPT
RFP Mailed: THUR 10/6/2022

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (2)

Supplier **Download Date**

BerryDunn

10/31/2022

Tunnell-Spangler-Walsh & Associates

10/06/2022

[Add Supplier](#)

Supplier Details

Supplier Name	BerryDunn
Contact Name	Ann Marie Lynch
Address	2211 Congress Street , Portland, ME 04102
Email	rfps@berrydunn.com
Phone Number	207-541-2200

Documents

Filename	Type	Action
22-296_RFP	Bid Document / Specifications	View History
22-296_ADD1	Addendum	View History

iVision 2022-10-06	.jackson@ivision.com Jackson, Marc	N	NOM
inLogic, Inc. 2022-10-06	rose.sumrall@inlogic.com Sumrall, Rosey	N	NOM
inLogic, Inc. 2022-10-06	scott.porter@inlogic.com Porter, Scott		
iqu, llc 2022-10-06	stephanie.quick@iquillc.com Quick, Stephanie	Y	AFA
keesmichael 2022-10-06	tmc2211@gmail.com kees, michael	Y	AFA
konvrgeance, inc. 2022-10-06	ladelouiser@konvrgeance.com Delouiser, Louis	Y	AFA
metafour 2022-10-06	addison@metafour.io Perrymond, Addison	N	NOM
mojaevans Professional Services, LLC 2022-10-06	montee@mojaservices.com Evans, LaMont	Y	AFA
naviGATE Corportation 2022-10-06	kathryn.mcdevitt@navigatecorp.com McDevitt, Kathryn	N	NOM
netlogx LLC 2022-10-06	filings@netlogx.com Taylor, Audrey	N	NOM
olaniyiolaye 2022-10-06	yele62@gmail.com olaniyi, olayele	Y	AFA
rSmart 2022-10-06	dahse@rsmart.com Ashe, Diane	N	NOM
usregistryconnect 2022-10-06	rfq@usregistryconnect.com usregistry, usregistry	N	NOM

ETHNIC GROUP COUNT

African American	321
Asian American	88
Native American	4
Hispanic/Latino	21
Pacific Island/American	1
Non Minority	918
Not Classified	0
Total Number of Vendors	1353
Total Number of Contacts	1959

[PR_bid_email_list](#)

FYI: Process Regarding Request for Proposals

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

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

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

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

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

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

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

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

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

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