COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, February 07, 2023
2:00 PM

INVOCATION

Pastor James Jividen, Augusta First Church of the Nazarene

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

RECOGNITION(S)

A. **Congratulations!** Mr. Le'Don Sapp, Information Technology Department as the 2022 Employee of the Year.

B. **Congratulations!** Mr. Alex Ferrand, Information Technology Department as the January 2023 Employee of the Month.

DELEGATION(S)

C. **Mr. Kevin Delaigle** regarding status of the City's Cemetery Perpetual Care Commission

D. **Ms. Megan Buckalew** regarding status of the association of the Augusta Boathouse and Augusta Rowing Club.

CONSENT AGENDA

(Items 1-24)

PUBLIC SERVICES

1. Motion to **approve** New Location: A.N. 23-04: A request by Sharon Gittens for an on-premises consumption **Liquor, Beer & Wine License** to be used in connection with Jamaica Way located at 2650 Tobacco Rd. There will be Sunday Sales. District 4. Super District 9.**(Approved by Public Services Committee January 31, 2023)**

2. Motion to **approve t**he Daniel Field DBE Policy for 2023 Construction Project. **(Approved by Public Services Committee January 31, 2023)**

3. Motion to **approve** accepting donations from artists who have participated in the previous iteration of the Augusta Sculpture Trail to Augusta, Georgia and make the following the permanent home of their sculptures:**(Approved by Public Services Committee January 31, 2023)**

-Tropical Dream by Roger Finch
-Popsicles by CR Gray LLC
-Unstoppable by Gus and Lina Ocamposilva
-Maestro by Larry Schueckler
-Forever Young by Larry Schueckler

4. Motion to **approve** entering into a lease agreement for Hickman Park with the Trust of Oakland Park as lessor.**(Approved by Public Services Committee January 31, 2023)**

5. Motion to **approve** entering into an updated lease agreement for Eisenhower Park with the Augusta National Golf Club as lessee.**(Approved by Public Services Committee January 31, 2023)**

6. Motion to **approve** the memorandum of understanding with Aiken-Augusta Swim League (ASL) for the usage of the Augusta Aquatic Center in 2023.**(Approved by Public Services Committee January 31, 2023)**

7. Motion to **approve** the Planning Commission working on Sustainability & Design Standards for potential incorporation into the Zoning Ordinance.**(Approved by Public Services Committee January 31, 2023)**

ADMINISTRATIVE SERVICES

8. Motion to **approve** the Human Resource Department to enter into a third-party agreement for the marketplace platform to assist Augusta, Ga employees in locating childcare service providers.**(Approved by Administrative Services Committee January 31, 2023)**

9. Motion to **approve** the development of (2) single-family workforce homes, new construction.**(Approved by Administrative Services Committee January 31, 2023)**

10. Motion to **approve** recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Produce Rescue Center (Warehouse) at GHFB's Augusta, GA location.**(Approved by Administrative Services Committee January 31, 2023)**

11. Motion to **approve** Housing and Community Development Department's (HCD's) request to enter into an agreement with TDA Consulting Inc. to complete 2023 Augusta, GA Fair Housing Analysis of Impediments (RFP 22-277)**(Approved by Administrative Services Committee January 31, 2023)**

12. Motion to **approve** updating the two commitment (support) letters and Resolution of Support from the City for a State Veteran Cemetery Construction/Building in Augusta, GA with signature lines to be approved at the next meeting. **(Approved by Administrative Services Committee January 31, 2023)**.

13. Motion to **approve** the purchase of 11 Dodge Police Chargers, bid #22-289 at a total cost of $485,287 from Thomson Motor Center for the Richmond County Sheriff's Office.**(Approved by Administrative Services Committee January 31, 2023)**

ENGINEERING SERVICES

14. Motion to **approve** supplemental funding to continue on-call engineering services by Alfred Benesch & Company for Utilities Department on Fort Gordon (P313469).**(Approved by Engineering Services Committee January 31, 2023)**

15. Motion to **approve** Supplementing Construction Contract of Landfill Phase 3 Unfinished Liner (Cell 3B2) Construction Services to Morgan Corp. Also, approve supplemental funding for $2,981,252 for completing Cell 3B2 construction. Requested by Engineering. RFP 21-183.**(Approved by Engineering Services Committee January 31, 2023)**

16. Motion to **approve** and authorize implementation of attached Exhibit A - Section E listed action items recommended by Engineering and Environmental Services Director.**(Approved by Engineering Services Committee January 31, 2023)**

FINANCE

17. Motion to **approve** directing the Administrator and staff to report back to the committee in 120 days with recommendations on ways to save money in the departments without increasing taxes due to anticipated budget shortfalls when the ARP money is exhausted. **(Approved by Finance Committee January 31, 2023)**

PUBLIC SAFETY

18. Motion to **approve** Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri) as a sole source procurement.**(Approved by Public Safety Committee January 31, 2023)**

19. Motion to **approve** and accept a grant for the continuation of the Victims of Crime Act (VOCA) Grant with funding from the Criminal Justice Coordinating Council of Georgia to provide services to crime victims from October 1, 2022, through September 30, 2023, and authorize the Mayor to execute the necessary documents.**(Approved by Public Safety Committee January 31, 2023)**

20. Motion to **approve** the acceptance the Second Amendment to the Inmate Health Care Services Contract.**(Approved by Public Safety Committee January 31, 2023)**

21. Motion to **approve** the purchase of 400 Tasers for the Richmond County Sheriff's Office. **(Approved by Public Safety Committee January 31, 2023)**

APPOINTMENT(S)

22. Motion to **approve** the appointment of Ms. Stephanie Clarke to the Augusta Planning Commission representing District 2.

23. Motion to **approve** the appointment of Mr. Don Clark to the Augusta Aviation Commission representing District 9.

PETITIONS AND COMMUNICATIONS

24. Motion to **approve** the minutes of the Regular Meeting held on January 17, 2023 and the Special Called Meetings held on January 24, 25, and 31, 2023.

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 25-30)

APPOINTMENT(S)

25. Motion to **consider** the appointment of Britney Pooser to the Department of Behavioral Health and Developmental Disabilities Advisory Council (DBHDD)

PLANNING

26. **Z-23-03** – A request for concurrence with the Augusta Georgia Planning Commission to **approve with the conditions** below a petition by Beazley Development Co. Inc on behalf of GA Baptist Children's Homes, Poplar Group, LLC and Michelle Atkins, Julie & Walter Golosky – requesting a rezoning from **Zone A (Agricultural) and Zone R-1 (One-Family Residential) to Zone R-1D (One-Family Residential)** affecting property containing approximately 201.59 acres located at **3630 Windsor Spring Road, 3047 Manchester Drive, and part of 3596 Windsor Spring** Road. Tax Map #142-0-003-01-0, 142-2-001-00-0 and a portion of Tax Map #142-0-074-02-0. **DISTRICT 6 1.** The concept plan submitted with this application is for illustration purposes only and does not constitute a development plan review. **2**. The development shall be limited no more than 354 single-family detached lots with an overall density of 1.87 units per acre. Lots outside of the cul-de-sac must measure at least 50 feet wide. **3.** Sidewalks must be provided on both sides of all streets within the new development boundaries and comply with ADA standards. **4.** A pavilion, or gazebo and benches, or similar meeting space, and the walking trail, at a minimum, must be provided as amenities for the subdivision. The amenities must be constructed prior to the 230th unit in the subdivision receiving a Certification of Occupancy. 5. A traffic study is required to determine whether existing roadways need additional improvements and if proposed road improvements will be sufficient. If Traffic Engineer requires an acceleration lane and / or a deceleration lane it must be provided for the proposed subdivision. Decisions made by the Traffic Engineer shall be adhered to. **6.** All work within the right-of-way of Windsor Spring Road must meet City of Augusta and Georgia Department of Transportation standards and specifications. 7. At the issuance of a building permit for lot 201 the applicant shall be responsible for the installation and cost of a traffic signal at the intersection of Manchester Drive and Tobacco Road and will collaborate with Augusta Engineering for cost sharing. **8**. The first phase of the development shall take place near the proposed entrance along Windsor Spring Road. **9**. Construction traffic access via Manchester Drive must be kept at a minimum. **10**. A minimum of 4 entrances are required for this subdivision based on the number of lots shown on the concept plan. The applicant must request a variance from the Land Subdivision Regulations to reduce the required number of entrances. The variance must be approved before submitting a development plan for review. **11**. This project shall comply with all development standards and regulations, including but not limited to the Tree Ordinance, set forth by the City of Augusta, GA at the time of development. (**Deferred from the January 17, 2023 Commission Meeting**)

PUBLIC SERVICES

27. New Ownership: A.N. 23-05: A request by Upendra Brahmbhatt for a retail package Beer & Wine License to be used in connection with Avyan Investment, Inc located at 601 Bransford Rd. District 3 Super District 10.(**No recommendation from Public Services Committee January 31, 2023**)

ADMINISTRATIVE SERVICES

28. Motion to **consider** for approval the following: **(Requested by IA Takiyah Douse)**

a) ratify a) HUD Form 1044, b) HUD Administrative Verification Form, c) Mayoral Match Letter of Support, and the Mayor's execution thereof

b) approve Augusta, Georgia's receipt of $3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH)

c) allow HCD to move forward with implementation of administrative verification form,

d) allow HCD to hire three (3) additional FT staff persons (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees,

e) instruct Finance department to add available funding to HCD's budget for immediate use and implementation.

PUBLIC SAFETY

29. Motion to **approve** request from the Richmond County Sheriff's Office for emergency funding for purchase/repair of outdated food service and laundry equipment in the amount of $486,872.90. **(Requested by Sheriff Richard Roundtree, RCSO)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Augusta Commission Meeting

February 7, 2023

Department:	Human Resources
Presenter:	Human Resources
Caption:	Congratulations! Mr. Le'Don Sapp, Information Technology Department as the 2022 Employee of the Year.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

CITY OF AUGUSTA

EMPLOYEE RECOGNITION COMMITTEE

Tiffany Long-Williams, Committee Chairperson ShaDonasty Palmer, Employee Relations Analyst II

January 30, 2023

Mayor Johnson:

The Employee Recognition Committee has selected Le'Don Sapp as the 2022 Employee of the Year for Augusta, Georgia. Mr. Le'Don Sapp has been employed with the City of Augusta for over 5 years. He currently works as a Desktop Administrator which involves managing desktop systems for software deployments. Prior to that Mr. Sapp served as a Client Support Specialist where he supported our customers desktop support needs. He always approaches every task with a smile.

Mr. Sapp started out with the Information Technology Department as an Intern while still attending college. It was evident that he had a bright future because of his hunger to learn and his ability to work well with people. During his tenure with the department, Mr. Sapp not only improved in his craft, he moved through the ranks where he was eventually promoted to Client Support Specialist III. In this position he supervised and trained other specialists.

He made sure that his team demonstrated the same customer service, commitment, and professionalism that he provided and always with a smile.

Tameka Allen says "As the director of the department, I am grateful to have seen Mr. Sapp matriculate from a student into a great employee. I am truly honored to have him as part of our IT team."

The level of commitment and customer service Le'Don demonstrates is phenomenal. Enough cannot be said about his positive demeanor and fortitude. He is an asset to not only the Information Technology Department, but to this government as well.

Based on this nomination and Le'Don's outstanding service, The Employee Recognition Committee would appreciate you joining us in recognizing him as the 2022 Employee of the Year.

Thank you,

The Employee Recognition Committee

Augusta Commission Meeting

February 7, 2023

Department:	Human Resources
Presenter:	Human Resources
Caption:	**Congratulations!** Mr. Alex Ferrand, Information Technology Department as the January 2023 Employee of the Month.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

CITY OF AUGUSTA
EMPLOYEE RECOGNITION COMMITTEE

Tiffany Long-Williams, Committee Chairperson ShaDonasty Palmer, Employee Relations Analyst II

January 30, 2023

Mayor Johnson:

The Employee Recognition Committee has selected Alex Ferrand as the 2023 January Employee of the Month for Augusta, Georgia. Alex is a GIS Analyst in the Information Technology Department and has been employed for almost 3 years. Alex was hired less than a month before the Covid pandemic started in 2020 and only had a few weeks of face-to-face training before the pandemic forced us to start working from home. This did not deter or hinder Alex from learning quickly and efficiently the skills necessary to become an essential part of the GIS Team.

During the past few months, just like many others, the GIS division has suffered from an understaffing situation and Alex has been an integral part of making sure all GIS tasks and responsibilities are completed and turned in on time. Alex's time management and GIS skills have prevented this department from seeking outside help for the GIS division and possibly saving the department thousands of dollars by not hiring temporary help.

Alex was an integral part of the IT team that assisted the Board of Elections and the Augusta Commission during the redistricting process as well as several other projects with the Tax Assessor's office, Engineering, and other internal departments as well as an important collaborative effort with Richmond County Mosquito Control.

Alex's customer service skills are outstanding, both with internal customers as well as the public. He always has a smile on his face and is quick to answer questions in ways that make it easy for his customers to understand. He has an innate skill to serve, which makes him an exemplary public servant. His passion for GIS is evident and his inquisitive nature assures the team that if he doesn't know something, he will swiftly jump at the opportunity to figure it out!

Based on this nomination and Alex's outstanding service, The Employee Recognition Committee would appreciate you joining us in recognizing him as the 2023 January Employee of the Month.

Thank you,

The Employee Recognition Committee

Augusta Commission Meeting

February 7, 2023

Department:	Clerk of Commission
Presenter:	Mr. Kevin Delaigle
Caption:	Status of the City's Cemetery Perpetual Care Commission
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Kevin Delaigle <kevindelaigle@gmail.com>
Sent: Tuesday, January 24, 2023 11:59 AM
To: Lena Bonner
Cc: Commissioner Brandon Garrett; Commissioner Catherine Smith-McKnight; Commissioner Jordan Johnson; Commissioner Jordan Johnson; Maurice D. McDowell; Mayor Johnson
Subject: [EXTERNAL] City Cemetery Perpetual Care Commission status

Dear Ms. Bonner,

I would like to appear for a delegation item for the Tuesday, March 7 Commission Meeting regarding the status of the City Cemetery Perpetual Care Commission and inquire into what monies are still available in the City Perpetual Care fund that owners of plots in City Cemeteries paid into over the decades.
I would also to inquire as to why this fund has not been maintained in effect and/or used the last several (or who knows how many?) years for the maintenance of City Cemeteries.
I have family documents that go back to 1940 regarding perpetual care at Magnolia that I would like to submit as information.

Please let me know if there's a form I need to fill out.

Sincerely,
Kevin de l'Aigle

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

Augusta Commission Meeting

February 7, 2023

Department:	Clerk of Commission
Presenter:	Ms. Megan Buckalew
Caption:	Status of the Augusta Boathouse and Augusta Rowing Club
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

X	Commission	Date of Meeting Feb. 7, 2023
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Megan Buckalew (representing the Augusta Rowing Club)
Address: 2224 Raven Dr. North Augusta, SC 29841
Telephone Number: 304-421-1217
Fax Number: —
E-Mail Address: mbuckalew35@gmail.com

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

Rowing programs and groups affected by current state of the Boathouse Community Center. And future usage and plans for the Boathouse Community Center.

Please send this request form to the following address:

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

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

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

Public Service

January 31, 2023

Alcohol Application

Department:	Planning & Development
Presenter:	Julietta H. Walton-Business License & Customer Service Manager
Caption:	New Location: A.N. 23-04: A request by Sharon Gittens for an on-premises consumption Liquor, Beer & Wine License to be used in connection with Jamaica Way located at 2650 Tobacco Rd. There will be Sunday Sales. District 4. Super District 9.
Background:	This is a New Location.
Analysis:	The applicant meets the requirements of The City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of $5,610.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Case Number: A.N. 23-04

Application Type: Consumption on Premise Liquor, Beer, & Wine & Sunday Sales

Business Name: Jamaica Way

Hearing Date: January 31, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

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Applicant: *Sharon Gittens*

Property Owner: Sharon Gittens

Address of Property: 2650 Tobacco Rd

Tax Parcel #: 140-0-010-06-0

Commission District: District: 4 Super District: 9

Background: New Location

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1 (Neighborhood Business) Zone
- D**istance Requirements**: The proposed location for consumption on premise Liquor, Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character**. The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws**. If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business**. If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location**. The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
    - **The proposed location is a New Location.**
- **Number of licenses in a trading area**. The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing**. If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license**. If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors**. Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents**. Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation**. The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of $5,610.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.
The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Jamaica Way
2. Business Address 2650 Tobacco Rd
3. City Hephzibah State Ga Zip 30815
4. Business Phone (706) 945-1855 Home Phone ( ) _____
5. Applicant Name and Address: Sharon Gittens
   5208N Tubman Rd
   Appling GA 30802
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, List previous Applicant:

   _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Sharon Gittens

   _____
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (X) Yes( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: _____
12. Mailing Address:
    Name of Business Jamaica Way
    Attention Sharon Gittens
    Address 5208N Tubman Rd
    City/State/Zip Appling GA 30802
13. Ownership Type: ( ) Corporation ( ) Partnership (X) Individual
14. Corporate Name: _____

List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Sharon Gittens	Owner	5	5208N Tubman Rd	100%

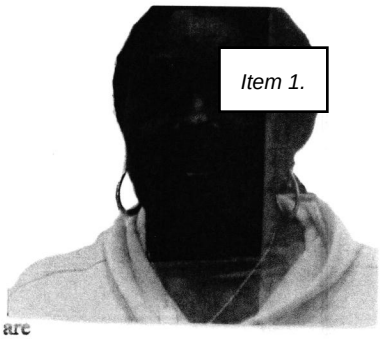
15. What type of business will you operate in this location?
    (X) Restaurant - Full ( ) Lounge ( ) Convenience Store
    ( ) Restaurant – Limited ( ) Package Store ( ) Hybrid
    ( ) Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer					
Consumption on Premises	X	X	X		X
Wholesale					

Total License Fee: $ _____
Prorated License Fee: (After July 1 ONLY) $ _____

16. Have you ever applied for an Alcohol Beverage License before: No
    If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes ( ) No If so, please initial SG SG



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta=-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes ( ) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. (X) Yes ( ) No
If yes, give reason charged or held, date and place where charged and its disposition.
1988 I was with a friend who purchased drugs, I was charged for being an accomplice and was sentenced to 6 months work release and she was deported

21. List owner or owners of building and property.
Sharon Gittens

22. List the name and other required information for each person, firm or corporation having any interest in the business.

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church 561 yards C) School .77 miles to Morgan Rd School
B) Library 3.2 miles D) Public Recreation 1.2 miles

24. State of Georgia, Augusta-Richmond County, I, Sharon Gittens
Do solemnly sear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

Applicant Signature

25. I hereby certify that Sharon Gittens is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 08 day of Aug. 12 mth, in the year 2022

Notary Public

JAN - 7 2024

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____.
(Approved, Disapproved) the forgoing application

Administrator Date

Public Services Committee Meeting

Meeting Date: 1/31/2023

Daniel Field Airport DBE Policy

Department:	Daniel Field Airport
Presenter:	Becky Shealy; Airport Manager
Caption:	Motion to Approve the Daniel Field DBE Policy for 2023 Construction Project
Background:	Daniel Field Airport (DNL) is currently completing design of the Runway 5/23 airfield electrical system replacement project and a Disadvantaged Business Enterprise (DBE) plan is required as part of the project bid documents. A DBE plan is established to: • ensure equal opportunity and nondiscrimination in the award and administration of USDOT assisted contracts • create a level playing field on which DBEs can compete fairly for USDOT assisted contracts • help remove barriers to the participation of DBEs in USDOT assisted contracts
Analysis:	The established DBE participation goal is 8.48% for this project, prepared by consultant Taffy Pippin Consulting, LLC and with concurrence by Augusta Compliance Department.
Financial Impact:	The DBE plan was contracted and completed under the GAC's authority and paid $3,500. GDOT is expected to reimburse 90% of the cost, or $3,150, in the construction contract in Spring 2023. The remaining 10%, or $350, is Daniel Field Airport local share.
Alternatives:	FAA requires a DBE plan for every project estimated at $250,000 or more in federal funds in a single fiscal year. As the airfield electrical project is anticipated to cost $943,000 in FY23, there are no alternatives to conducting this DBE plan.
Recommendation:	The Daniel Field General Aviation Commission (DNL GAC) recommends approval of the Daniel Field Airport DBE policy and plan for the Runway 5-23 airfield electrical system replacement projects in order to initiate procurement process for construction in early 2023.
Funds are available in the following accounts:	The DBE plan was contracted and completed under the GAC's authority and paid $3,500. GDOT is expected to reimburse 90% of the cost, or $3,150, in the construction contract in Spring 2023. The remaining 10%, or $350, is Daniel Field Airport local share.

The Daniel Field Airport is an enterprise fund.

REVIEWED AND APPROVED BY:

DBE GOAL METHODOLOGY
49 CFR PART 26
DANIEL FIELD AIRPORT
FY 2023

A. UPDATE OF GOALS - To make the program as useful as possible to the public, Augusta-Richmond County, Georgia, Sponsor, will update the "amount," "method," and "breakout" portions of this section of the program annually, or as required. The following sections will be submitted to the FAA every year, or as required, for approval: Amount of Overall Goal Section, Method used for Establishing Overall Goals, Process, the Race-Neutral/Race Conscious breakout, and Contract Goals.

B. AMOUNT OF GOAL - The Sponsor's overall goal for FY 2023 is 8.48% of the Federal financial assistance that we will expend in FAA-assisted contracts. We expect to let projects during this FY in the amount of $1,166,404.00, which means that our DBE goal is set at $98,911.00 for this Fiscal Year. This overall goal is intended for information of public users of the program, and does not imply that the FAA, as such, has approved the goal.

C. METHOD-STEP 1: In the development of the DBE goal for the Daniel Field Airport, the first step was to establish the availability of ready, willing, and able DBE businesses that were capable of participating in the type of contracts that were programmed during FY 2023. The project that is anticipated at the Daniel Field Airport includes Taxiway Lighting, C-RW Lighting, and Displaced Threshold, along with the professional efforts associated with the project. An analysis of the project indicates that funds will be expended in the following areas:

DANIEL FIELD AIRPORT PROJECT ANALYSIS FY 2023			
TASK	NAICS	AMOUNT	PERCENTAGE
General Contractors	236220	$87,720	7.52%
Street & Highway	237310	$105,500	9.05%
Electrical	238210	$777,532	66.66%
Hauling	484220	$68,850	5.90%
Engineering	541330	$73,927	6.34%
Landscaping	561730	$52,875	4.53%
TOTAL		$1,166,404.00	100.00%

The weighting factor is the value of each work item based on cost as a fraction of the whole project.

The formula to be used to calculate the Base Figure for the DBE goal is as follows:

$$\frac{\text{Total DBE Firms in the State by County/ NAICS Code of Work to be Performed}}{\text{Total Firms in the State by County/NAICS Code of Work to be Performed}} \times 100 = \text{Base Figure}$$

It was considered reasonable that the market area be based on counties located in the state of Georgia and South Carolina with close proximity to the airport, along with counties of previous bidders. The following counties in the state of Georgia will be included in the market area: Richmond, Burke, Columbia, Glascock, Jefferson, Warren. The following counties in South Carolina will be included in the market area: Aiken, and Edgefield. A search was initiated with a series of DBE agencies within Georgia and South Carolina for an appropriate DBE Directory. It was agreed that the most comprehensive directory for DBE firms in Georgia and South Carolina was the UCP DBE Directory that was established by the Georgia Department of Transportation and the South Carolina Department of Transportation. These directories contain DBE firms that are certified in accordance with 49 CFR Part 26. The list was further refined by identifying firms that could participate in the project by their appropriate NAICSs. The resulting number will be used as the numerator in determining the Base Figure.

The next step in establishing the Base Figure was to determine our denominator. This was accomplished through the use of the Census Bureau's County Business Pattern (CBCBP) and the identification of the NAICSs that were the same as those identified from the Directory. With these figures in hand, we compute our Base Figure using the following mathematics:

$$\frac{Base}{Figure} = \begin{array}{l} .0752\left(\frac{GSCNAICS236220}{NAICS236220}\right)+.0905\left(\frac{GSCNAICS237310}{NAICS237310}\right)+.6666\left(\frac{GSCNAICS238210}{NAICS238210}\right) \\ .0590\left(\frac{GSCNAICS484220}{NAICS484220}\right)+.0634\left(\frac{GSCNAICS541330}{NAICS541330}\right)+.0453\left(\frac{GSCNAICS561730}{NAICS561730}\right) \end{array}$$

GSCNAICS- Georgia/South Carolina DBE Directory NAICS
NAICS – Census Bureau's County Business Pattern (CBCBP) Data Base

$$\frac{Base}{Figure} = \begin{array}{l} .0752\left(\frac{4}{45}\right)+.0905\left(\frac{5}{13}\right)+.6666\left(\frac{1}{65}\right)+ \\ .0590\left(\frac{9}{36}\right)+.0634\left(\frac{2}{89}\right)+.0453\left(\frac{3}{177}\right) \end{array}$$

$$\frac{Base}{Figure} = .0067+.0348+.0103+.0148+.0014+.0008$$

$$\frac{Base}{Figure} = 6.88\%$$

STEP 2: With the Base Figure established our next step was to more finely tailor this figure to reflect conditions which have occurred at the Daniel Field Airport. The are no recent disparity studies conducted in this area, and the Sponsor has considered the suggested options outlined in 49 CFR Part 26 and determined past performance is the information that will be used to determine if an adjustment to our Base Figure is warranted. A sampling of like type projects that have taken place in Georgia will be used to determine if an adjustment is required to the Base Figure. To this end, we investigated a series of airports with like type projects. Listed below are the projects that were included for analysis. These projects as well as Daniel Field's recent DBE

accomplishments, are of a similar nature and elements to the project that is being anticipated in the 2023-time frame at the Daniel Field Airport:

PREVIOUS FAA PROJECTS LIKE TYPE PROJECTS			
YEAR	**LOCATION**	**PROJECT TYPE**	**% OF DBE PARTICIPATION**
2019	Daniel Field	Previous Accomplishment	12.14%
2020	Daniel Field	Previous Accomplishment	10.07%*
2017	Toccoa	Runway Lighting	6.63%
*Median			

The next step was to determine if any adjustment might be needed to the Base Figure. It was felt that the Base Figure should be adjusted to cater for this variance.

A summary of this analysis yields the following:

LIKE TYPE PERCENTAGE 10.07%
BASE FIGURE + 6.88%
16.95% ÷2 = 8.48%

Satisfied that the Median Percentage was valid, the final step in the comparison was the development of a simple average of the Base Figure and the Prior Project Participation Percentage to establish a final percentage. The result of this was 8.48%. It was felt that the Base Figure of 6.88% should be adjusted for this variance. The Average Percentage of 8.48% is established as the goal for DBE participation at the Daniel Field Airport for FY 2023.

D. PROCESS - The Sponsor submits its overall goal for FY 2023 to the FAA in November, 2022 for their consideration and approval. Before establishing the overall goal each year, the Sponsor has personally consulted with the stakeholders to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, and the effects of discrimination on opportunities for DBEs. The Sponsor's efforts are to establish a level playing field for the participation of DBEs. Following this consultation, the Sponsor has published a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Sponsor's principal office for 30 days following the date of the notice, and informing the public that the Sponsor and FAA will accept comments on the goals for 30 days from the date of the notice. This information was published on the Sponsor's website at https://www.augustaga.gov/2293/Compliance, and made available to the Office of Minority Business Development at the State of Georgia and South Carolina. Normally, the Sponsor will issue this notice by June 1 of each year. The notice will include the Sponsor's addresses to which comments may be sent. The overall goal submission to the FAA will include a summary of information and comments received during this public participation process and the Sponsor's responses. We will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT (or if the goal is established on a project basis, by the time of the first solicitation for a DOT-assisted contract for the project). Public comments have been requested for the FY 2023 goal and the 30-day comment period is underway. Any comments received from the public advertisement, or the other coordination will

be evaluated, and necessary changes will be made to the goal and included in the contract documents for the project.

Consultation discussions were held with the following agencies and persons on November 9, 2022, at 10:00 am CST, with no comments received.

DANIEL FIELD AIRPORT AGENCIES/PERSONS CONSULTED WITH	
Agency/Organization	Discussion/Information
Becky Shealy, Co-Airport Manager Daniel Field Airport	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Amanda Hill, Principal MaesAwyr, LLC	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Olha Karikh, Project Manager MaesAwyr, LLC	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Rhonda Davis, GMC Office Lead and Transportation Client Manager	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Phyliss Johnson, Compliance Director Augusta, Georgia Compliance Department	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Dr. Yolanda L. Jackson, DBE / LSBOP Coordinator - Augusta/Richmond County	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Brian Walden, Program Manager GDOT Aviation Program	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Barbara Hill, Executive Assistant Daniel Field Airport	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Steve Gay, Airport Manager Daniel Field Airport	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Julia Daniels, Administrative Assistant Daniel Field Airport	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Taffy Pippin, Consultant Taffy Pippin Consulting, LLC	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach
Clayton Pippin, Compliance Taffy Pippin Consulting, LLC	Availabilities of DBEs, Directories, DBE Certification, Small Business & DBE outreach

E. RACE CONSCIOUS AND RACE NEUTRAL GOALS - The Sponsor will make every feasible effort to meet its goal through race-neutral means. Each time the Sponsor submits an overall goal for review by the FAA, the Sponsor will also submit a projection of the portion of the goal that is expected to be met through race-neutral means and the basis for that projection. This projection is subject to approval by the FAA, in conjunction with its review of the Sponsor's overall goal. The Sponsor will establish contract goals to meet any portion of an overall goal when the Sponsor does not project being able to meet goals using race-neutral means.

We estimate that, in meeting our overall goal of 8.48%, we will obtain 6.18% of the goal from race-conscious participation and 2.30% via race-neutral participation measures. This is an attainable goal based on the history of DBE participation in prior projects and the availability of current DBE contractors.

This breakout was established by computing the variance of the level of DBE participation vs. DBE goal on the prior projects considered in Step 2 (see page 3) of the Previous FAA Projects. The following is the data base upon which the level of variance was computed using the "Prior Projects Considered" information:

PROJECT DBE GOAL VARIANCE DANIEL FIELD AIRPORT LIKE TYPE FAA PROJECT				
YEAR	LOCATION	DBE GOAL	% OF DBE PARTICIPATION	VARIANCE
2019	Daniel Field	9.84%	12.14%	2.30%*
2020	Daniel Field	6.73%	10.07%*	3.34%
2017	Toccoa	11.04%	6.63%	-4.41%
*Median				

F. CONTRACT GOALS

Contract goals will be used to meet any portion of the overall goal which the Sponsor does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met though the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Sponsor will express the contract goals as a percentage of the Federal share of a DOT-assisted contract.

G. THREE YEAR GOAL

Based on the methodologies and calculations for FY 2021-FY 2023 at the Daniel Field Airport, the following average is submitted as a three-year goal.

FY 2021		0.00%
FY 2022		0.00%
FY 2023	+	8.48%
		8.48% Three Year Goal

References:
Georgia/South Carolina UCP List of Certified DBE Firms September 2022
2012 – U.S. Census Bureau, September, 2022

DBE PROGRAM
DANIEL FIELD AIRPORT
AUGUSTA, GEORGIA
POLICY STATEMENT

Objectives /Policy Statement (§§26.1, 26.23)

Augusta, Georgia, (Sponsor) owner of the Daniel Field Airport, has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program;
7. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs and;
8. To promote the use of DBEs in all types of federally-assisted contract and procurement activities.

Phyliss Johnson, Augusta Georgia Compliance Director, has been delegated as the DBE Liaison Officer (DBELO) and is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Federal Aviation Administration.

The Sponsor has disseminated this policy statement to all branches of the Sponsor's government and posted it for public viewing. It will be distributed to DBE and non-DBE communities that perform work for the Sponsor on DOT-assisted contracts by website postings of the public notice.

Honorable Garnett Johnson
Mayor
Augusta, Georgia

_____ Date: _____

DBE PROGRAM
DANIEL FIELD AIRPORT
AUGUSTA, GEORGIA
POLICY STATEMENT

Objectives /Policy Statement (§§26.1, 26.23)

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It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program;
7. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs and;
8. To promote the use of DBEs in all types of federally-assisted contract and procurement activities.

Phyliss Johnson, Augusta Georgia Compliance Director, has been delegated as the DBE Liaison Officer (DBELO) and is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Federal Aviation Administration.

The Sponsor has disseminated this policy statement to all branches of the Sponsor's government and posted it for public viewing. It will be distributed to DBE and non-DBE communities that perform work for the Sponsor on DOT-assisted contracts by website postings of the public notice.

Honorable Garnett Johnson
Mayor
Augusta, Georgia

_____ Date: _____

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Sponsor is the recipient, of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The Sponsor will use terms in this program that have the meaning defined in Section 26.5.

Section 26.7 Non-discrimination Requirements

The Sponsor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Sponsor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

Sponsor will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to the FAA as follows:

Sponsor will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. Sponsor will similarly report the required information about participating DBE firms. All reporting will be done through the FAA official reporting system, or another format acceptable to the FAA as instructed thereby.

Bidders List: 26.11(c)

The Sponsor will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

The Sponsor will collect this information as an attachment to the bid documents. All bidders will provide this above information pertaining to themselves and any subcontractor which they intend to employ, Attachment 3 to this Program.

Records Retention and Reporting:

All certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial agreement, whichever is longer.

Section 26.13 Federal Financial Assistance Agreement

The Sponsor has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a) - Each financial assistance agreement the Sponsor signs with a DOT operating administration will include the following assurance:

> "The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The DBE program for the Sponsor as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)."

Contract Assurance: 26.13b – The Sponsor will ensure that the following clause is included in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor:

"The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible."

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Sponsor is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds $250,000 in FAA funds in a federal fiscal year. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Phyllis Johnson, Director
Augusta, Georgia Compliance Department
535 Telfair Street, Suite 530
Augusta, GA 30901
(706) 826-1325
p.johnson@augustaga.gov

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Sponsor complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Mayor concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO will use her staff of two to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.

6. Analyzes the Sponsor's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Acts as liaison to the Uniform Certification Process.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the Sponsor to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Based on our search and the listings in the Federal Reserve Register of Minority Owned Banks, http://www.fdic.gov/regulations/resources/minority/mdi.html. Georgia has nine minority owned banks. These banks may be accessed by following the above referenced website.

The Sponsor will investigate annually any new banks established in the area in the future that are owned by minorities and women and use their services, when feasible.

The Sponsor will provide the following notification to each prime contractor who will perform on a DOT-assisted project:

"The Sponsor encourages you to make the greatest feasible use of the services offered by banks owned and controlled by minorities and women. Information on these services may be obtained from the DBELO of the Sponsor or by contacting, Georgia Bankers Association, 50 Hurt Plaza, Suite 1050, Atlanta, Georgia, 30303, (404) 522-1501."

Section 26.29 Prompt Payment Mechanisms

Sponsor requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Sponsor established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Sponsor.

Sponsor ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, Sponsor has selected the following method to comply with this requirement:

(1) Hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage

owed to the subcontractor for satisfactory completion of the accepted work within 30 days after our payment to the prime contractor.

To implement this measure, the Sponsor includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract:

"The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Sponsor must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed. From the total of the amount determined to be payable on a partial payment, not to exceed 10% of such total amount will be deducted and retained by the Sponsor until the final payment is made except as may be provided (at the Contractor's option) in the subsection 90-08 title Payment of Withhold Funds of this section. The balance [Insert balance] of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in subsection of 90-08 Payment of Withheld Funds of this section, no such percent retainage shall be deducted. When at least 95% of the work has been completed the Engineer shall, at the Sponsor's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Sponsor may retain an amount not less than twice the contract value of estimated cost, whoever is greater of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor."

Section 26.31 Directory

The Sponsor is a non-certifying member of the Georgia Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31.

The Directory may be found at: http://www.dot.ga.gov/PS/Business/DBE#tab-2 or by contacting GDOT at telephone (404) 631-1990 (Main).

Section 26.33 Over-concentration

The Sponsor has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The Sponsor has not established a business development program.

Section 26.37 Monitoring Responsibilities

Sponsor implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in Sponsor's DBE program.

Sponsor actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the event of non-compliance with the DBE regulation by a participant in our DBE Program.

3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records, monitored work sites and the Commercially Useful Function (CUF) process. This will be performed by the DBELO or the Sponsor's engineer and will be accomplished by:

a. Review bid package documentation thoroughly, obtaining clarification if necessary.
b. Review monthly reports regarding employment as well as DBE participation to ensure adherence to the plan as represented in bid documents and as stipulated in this program.
c. Monitor progress of payments to DBE through monthly reports from prime contractors.
d. Monitor progress of DBEs work through on-site visits and communication with DBEs.

5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

<u>Monitoring Payments to DBEs and Non-DBEs</u>

The Sponsor requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Sponsor's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any

authorized representative of the Sponsor or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

The Sponsor proactively reviews contract payments to subcontractors including DBEs no less than once a month. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to Sponsor by the prime contractor.

The Sponsor will actively implement the enforcement actions detailed above.

Prompt Payment Dispute Resolution

Sponsor will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29. These steps will include but are not limited to 1) Written certification that Sponsor has reviewed contracting records and monitored work sites for this purpose, 2) Upon either party's written request to the DBELO for dispute resolution, a meeting will be voluntarily set within ten days of the request. The meeting will include representatives with authority to take enforcement action, including but not limited to, prime contractor, sub- contractor, and Sponsor representative(s).

Sponsor has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

The Sponsor will include the following clause in each DOT-assisted prime contract:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Failure to comply with the prompt payment provision of the contract may result in sanctions under the contract, as listed below.

A. Refusal to issue proposals
B. Damages
C. Suspension of work on the project
D. No additional progressive payments may be processed
E. Suspension of prequalification"

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:

If affected subcontractor's relationship with contracting prime responsible for direct payment does not exist in order to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint. If filing a prompt payment complaint with the DBELO does not

produce a timely resolution, the subcontractor may contact the mayor, and then the FAA.

Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

Sponsor will provide appropriate means to enforce the requirements of §26.29. These means include:

The Sponsor will include the following clause in each DOT-assisted prime contract:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBEs and non-DBE subcontractors"

The Sponsor will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.

3. We will also implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. This mechanism will include a written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by requiring DBE utilization updates at each pay request and at final contract closeout. The Airport Engineer along with the DBELO will review all pay requests and DBE utilization forms, ensuring that DBE utilization is in accordance with all contract requirements.

4. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Sponsor will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

Sponsor reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by DBELO/ and or Engineering Consultant, contracting records are reviewed by the DBELO/ENGINEER. Sponsor will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.39 Fostering Small Business Participation

The Sponsor has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The Sponsor's small business element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Sponsor does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

The Sponsor will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds $250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f) the Sponsor will submit its Overall Three-year DBE Goal to FAA by August 1st as required by the established schedule below.

DBE and ACDBE Reporting Requirements for Airport Grant Recipients (faa.gov)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the Sponsor does not anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds $250,000 during any of the years within the three-year reporting period, we will not develop an overall goal; however, this DBE Program will remain in effect and the Sponsor will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

> (c) Step 1. The first step is to determine the relative availability of DBEs in the market area, "base figure". We will use the Georgia UCP DBE Directory and the US Census Bureau Data as a method to determine our base figure. The second step is to adjust the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the Sponsor would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

If we use a bidders list, we will do the following: Determine the number of DBEs that have bid or quoted (successful and unsuccessful) on our DOT-assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and quoters by the number of all businesses to derive a base figure for the relative availability of DBEs in our market. When using this approach, we will establish a mechanism (documented in our goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on our DOT-assisted contracts.

Any methodology we choose will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in our market. We understand that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of paragraph (c)(2) of

this section (above), is not an acceptable alternative means of determining the availability of DBEs.

> (d) *Step 2.* Once we have calculated a base figure, we will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

26.45 (g)(1) In establishing the overall goal, the Sponsor will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Sponsors efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Sponsor's goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review pursuant to paragraph (f) of this section. We will document in our goal submission the consultation process that we engaged in. Notwithstanding paragraph (f)(4) of this section, we will not implement our proposed goal until we have complied with this requirement.

In addition, the Sponsor will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1st. The notice will be posted on the FAA website, and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on the FAA web site. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the Sponsor and DOT/FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. The public comment period will not extend the August 1st deadline.

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT.

Section 26.45 (e) - Project Goals

If permitted or required by the FAA Administrator we will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it

applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which our regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.45(f) - Prior Operating Administration Concurrence

The Sponsor understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Failure to Meet Overall Goals

The Sponsor cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the Sponsor fails to administer its DBE program in good faith.

The Sponsor will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the Sponsor awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing our DBE Program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully our goal for the new fiscal year;

(3) Sponsor will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.49 (e) How Are Overall Goals Established For Transit Vehicle Manufacturers?

As an FAA recipient we may, with FAA approval, use the procedures of this section with respect to procurements of vehicles or specialized equipment. If we choose to do so, then the manufacturers of this equipment must meet the same requirements (including goal approval by FHWA or FAA) as transit vehicle manufacturers must meet in FTA-assisted procurements. See 26.49 (a) through (d)).

(1) Sponsor affirms that only those transit vehicle manufacturers listed on FTA's certified list of Transit Vehicle Manufacturers, or that have submitted a goal methodology to FTA that has been approved or has not been disapproved, at the time of solicitation are eligible to bid.
(2) A TVM's failure to implement the DBE Program in the manner as prescribed in this section and throughout Part 26 will be deemed as non-compliance, which will result in removal from FTA's certified TVMs list, resulting in that manufacturer becoming ineligible to bid.
(3) Sponsor is aware that failure to comply with the requirements set forth in Part 26, §26.49(a) may result in formal enforcement action or appropriate sanction as determined by FTA (e.g., FTA declining to participate in the vehicle procurement).
(4) Sponsor will submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract in the manner prescribed in the grant agreement.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.
Race-neutral means include, but are not limited to the following:

(1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
(2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
(3) Providing technical assistance and other services;
(4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
(8) Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The Sponsor will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Section 26.51(d-g) Contract Goals

If our approved projection under paragraph (c) of this section estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order to meet our overall goal.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

<u>Demonstration of good faith efforts (pre-award)</u>

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

Sponsor will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

(1) Award of the contract will be conditioned on meeting the requirements of this section;
(2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
(i) The names and addresses of DBE firms that will participate in the contract;
(ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
(iii) The dollar amount of the participation of each DBE firm participating;
(iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
(vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
(3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
(4) Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (2) of this section before the final selection for the contract is made by the recipient.

Administrative reconsideration (26.53(d))

Within five (5) business days of being informed by the Sponsor that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Takiya Douse
Interim Administrator
Augusta, Georgia Administrator's Office
535 Telfair Street, Suite 910
Augusta, GA 30901

(706) 821-2400
tdouse@augustaga.gov

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

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts procedural requirements (post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of Sponsor. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

(1) The listed DBE subcontractor fails or refuses to execute a written contract;
(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
(3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
(6) Sponsor determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the project and provides Sponsor written notice of its withdrawal;
(8) The listed DBE is ineligible to receive DBE credit for the type of work required;
(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
(10) Other documented good cause that Sponsor has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to Sponsor a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Sponsor, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Sponsor and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (*e.g.,* safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's [*bid/solicitation*] response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of Sponsor as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If Sponsor requests documentation from the contractor under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary, at the request of the contractor. Sponsor shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of Sponsor may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, we will not count the firm's participation toward any DBE goals, except as provided for in 26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in §26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the Small Business size standard, as adjusted by the United States Administration, for NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

Sponsor is a non-certifying member of the Georgia DOT Unified Certification Program (UCP). Georgia UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Georgia UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

GEORGIA DEPARTMENT OF TRANSPORTATION
One Georgia Center

600 W Peachtree St NW
Atlanta, GA 30308
(404) 631-1990

The certification application forms and documentation requirements are found in Attachment 8 to this program.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The Sponsor is the member of a Unified Certification Program (UCP) administered by the Georgia DOT. The UCP will meet all of the requirements of this section.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to Sponsor

The Sponsor understands that if it fails to comply with any requirement of this part, the Sponsor may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and Intimidation Or Retaliation

We will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

All participants in the Department's DBE program (including, but not limited to, the Sponsor, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with the DOT and the Sponsor compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to the Sponsor a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a

contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Sponsor, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If we violate this prohibition, we are in noncompliance with this part.

ATTACHMENTS

Attachment 1 Regulations: 49 CFR Part 26 website link
Attachment 2 Organizational Chart
Attachment 3 Bidder's List Collection Form
Attachment 4 DBE Directory or link to DBE Directory
Attachment 5 Overall Goal Calculations
Attachment 6 Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7 DBE Monitoring and Enforcement Mechanisms
Attachment 8 DBE Certification Application Form
Attachment 9 State's UCP Agreement
Attachment 10 Small Business Element Program

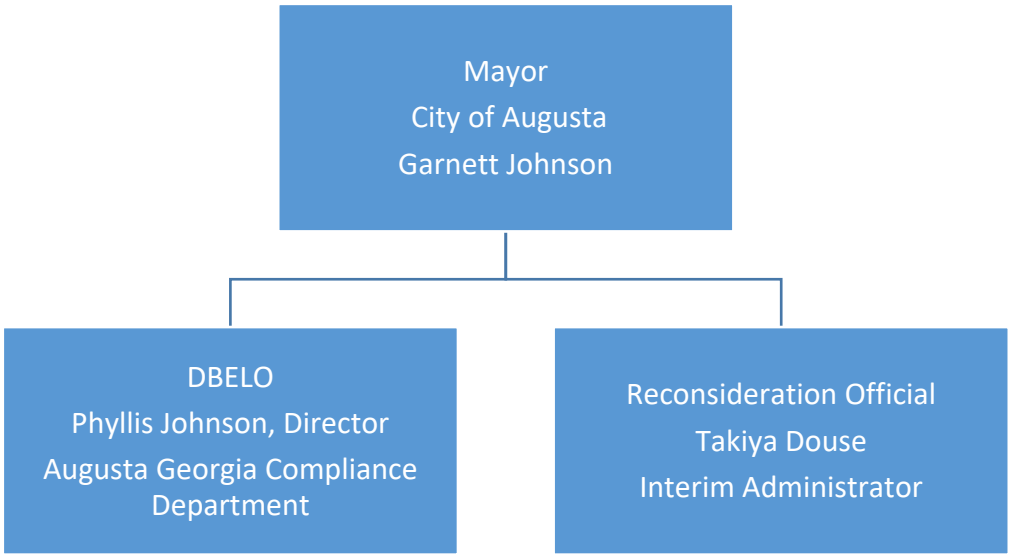
ATTACHMENT 1

Regulations: 49 CFR Part 26 link to website:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3
Bidder's List Collection Form

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million
			☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than $500K ☐ $500K - $1 million ☐ $1-2 million ☐ $2-5 million ☐ Greater than $5 million

ATTACHMENT 4

The Georgia DBE web link to DBE directory is

http://www.dot.ga.gov/PS/Business/DBE#tab-2

ATTACHMENT 5

Section 26.45: Overall DBE Three-Year Goal Methodology

PREVIOUSLY SUBMITTED

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

Forms 1 and 2 should be provided as part of the solicitation documents.

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The Sponsor has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

The Sponsor will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that the DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. The Sponsor may also use Georgia Statutes, prosecution for fraud in a government contract, and refer such matters to the proper audit authority, the District Attorney, or the Attorney General of the State of Georgia for enforcement of any and all applicable laws, both civil and criminal, of the State of Georgia.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

(1) The use of liquidated damages for failing to utilize the DBE or replacing the DBE with another.
(2) The inclusion as part of a current package a contractor's statement indicating commitment to the DBE program and steps they have taken to utilize them in prior contracts as well as the current contract.
(3) The use of federal debarment (48CFR Section 9.402(b)).
(4) Actions outlined in "Georgia State Code".
(5) Other legal mechanisms as necessary.

ATTACHMENT 8

DBE Certification Application Form

Web link:

https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform-certification-application-english

ATTACHMENT 9
State's UCP Agreement

STATE OF GEORGIA UNIFIED CERTIFICATION

The State of Georgia Unified Certification Program (GUCP) is established in accordance with regulations of the U. S. Department of Transportation (USDOT), 49 Code of Federal Regulation (CFR) Part 26.81. The State of Georgia Unified Certification Program Recipients receive federal financial assistance from the U. S. Department of Transportation (USDOT), and as a condition of receiving this assistance, the GDOT has signed an assurance that it will comply with 49 CFR Part 26.

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

PROCESS UTILIZED IN DEVELOPMENT OF UCP

The Georgia Federal Transportation Aid Recipients discussed the requirements for developing a unified certification process. There were two meetings held to assist in the facilitation of the process. The first meeting was hosted by FHWA/ Southern Resource Center on March 21-22, 2001; all Southern States were invited to attend. The second meeting was held on October 24, 2001.

The meeting was hosted by the Georgia Department of Transportation for all of the Georgia Federal Aid Recipients. Each agency discussed their perceptions, minimum requirements, limitations, and the process for eventual program approval. All participants were encouraged to bring ideas, input and cooperation to the discussion.

1

During the development of the UCP process, there were many issues identified that had to be discussed in order to provide enough information to create the agreement while meeting the legal, and Federal requirements of individual agencies. Those issues included:

Funding of the UCP
Cost to Agencies
Ratification Process Certification by Specialty
Reciprocity with Other States or Agency Industry Familiarity
Rules & Procedures in Geography
Compliance with CFR Challenge
Data Tracking Goals
Quality Assurance Sub-Recipient Partners
Hold Harmless Clause
Appealing Process
Cost of Certification
Grand-Fathering Currently Certified Firms
De-Certification and Denial Appeal Procedures
UCP Effect on Individual Agency DBE's

It was agreed that the single agency approach would work best for the State of Georgia. It was discussed, decided and accepted that the Georgia Department of Transportation would become the lead agency for the Unified Certification Program, with assistance from the Metropolitan Atlanta Rapid Transit Authority (MARTA).

The Georgia Department of Transportation (GDOT) and the Metropolitan Rapid Transit Agency (MARTA) recipients agreed to develop the Memorandum of Understanding (MOU) and procedures for the program. Several sub-recipients agreed to participate in the process as deemed necessary by the lead agency to begin the task of developing the State of Georgia UCP.

The cooperation and efforts between the Georgia Department of Transportation and MARTA was vital in the development of the State of Georgia UCP that all agencies could endorse. From the beginning, the Georgia Department of Transportation worked to ensure that the participants were actively involved in GUCP's common goals. All recipients were given an opportunity to review the UCP Memorandum of Understanding prior to the final draft of the UCP agreement being sent to their respective jurisdiction for signature.

2

The Memorandum of Understanding included required clauses for the various agencies, including a hold harmless clause.

PARTICIPATING UCP ENTITIES: The need for assistance and cooperation from the participating members FAA, FTA, FHWA and DOT and all sub-recipients is vital to the unified process. This assistance was needed in the development and implementation of the UCP agreement.

Unified Certification Program Participants

ALBANY TRANSIT
ALMA-BACON COUNTY AIRPORT
AMERICUS AIRPORT
ATHENS/BEN EPPS AIRPORT
ATHENS-CLARKE COUNTY PUBLIC TRANSIT SYSTEM
ATLANTA PUB SCH OFFICE OF CONTRACT COMP
ATLANTA REGIONAL COMMISSION
AUGUSTA PUBLIC TRANSIT
AUGUSTA REGIONAL AIRPORT (BUSH FIELD AIRPORT)
BARWICK-LAFAYETTE AIRPORT
BERRIEN COUNTY AIRPORT
BLAIRSVILLE AIRPORT
BRANTLEY COUNTY AIRPORT
BROOKS COUNTY AIRPORT
BURKE COUNTY AIRPORT
BUTLER MUNICIPAL AIRPORT
C.P. SAVAGE AIRPORT
CAIRO-GRADY COUNTY AIRPORT
CALLAWAY AIRPORT
CALLAWAY GARDENS-HARRIS COUNTY AIRPORT
CAMILLA AIRPORT
CARTERSVILLE AIRPORT
CHATHAM AREA TRANSIT AUTHORITY
CHATHAM-SAVANNAH MPC
CHEROKEE COUNTY AIRPORT
CITY OF ATLANTA
CLAXTON-EVANS COUNTY AIRPORT
CLAYTON COUNTY AIRPORT - TARA FIELD

3

CLAYTON COUNTY GOVERNMENT
COBB COUNTY GOVERNMENT
COCHRAN MUNICIPAL AIRPORT
COLUMBUS CONSOLIDATED GOVERNMENT
COLUMBUS METROPOLITAN AIRPORT
COOK COUNTY AIRPORT
CORDELE FLYING SERVICE
COVINGTON AIRPORT
DALTON AIRPORT
DANIEL FIELD
DAVIS FIELD AIRPORT
DAWSON MUNICIPAL AIRPORT
DECATUR COUNTY INDUSTRIAL AIRPARK
DEKALB COUNTY GOVERNMENT
DEKALB PEACHTREE AIRPORT
DONALDSONVILLE MUNICIPAL AIRPORT
DOUGLAS COUNTY RIDESHARE
DOUGLAS MUNICIPAL AIRPORT
EARLY COUNTY AIRPORT
ELBERT COUNTY - PATZ FIELD
ENVIRONMENTAL PROTECTION AGENCY REGION VI
FEDERAL AVIATION ADMINISTRATION
FITZGERALD MUNICIPAL AIRPORT
FRANKLIN COUNTY AIRPORT
FULTON COUNTY GOVERNMENT
GAINESVILLE MUNICIPAL AIRPORT
GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES/ GOVERNORS SMALL BUSINESS CT.
GEORGIA REGIONAL TRANSPORTATION AUTHORITY
GILMER COUNTY AIRPORT
GLYNCO JETPORT
GREENE COUNTY REGIONAL AIRPORT
GRIFFIN-SPALDING COUNTY AIRPORT
GWINNETT COUNTY AIRPORT - BRISCOE FIELD
GWINNETT COUNTY GOVERNMENT
HABERSHAM COUNTY AIRPORT
HAWKINSVILLE-PULASKI COUNTY AIRPORT
HAZELHURST AIRPORT

4

ATTACHMENT 10
Small Business Element

A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, The Sponsor seeks to implement a small business element into its current DBE policy in accordance with applicable law. The Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The Sponsor is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The Sponsor will meet its objectives using a combination of the following methods and strategies:

1. Set asides:

   Where feasible, The Sponsor will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A "set-aside" is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Sponsor and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner's gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This determination will be made based on the estimated availability of small businesses able to provide the requisite scopes of work regardless of DBE status. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and DBELO will document why a small business set-aside is inappropriate and the factors which were considered in making that determination, including project scope and estimated availability of firms.

2. Unbundling:

   The Sponsor, where feasible, may "unbundle" projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be "unbundled" or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Similarly, the Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses. The Sponsor will assist prime contractors or prime consultants in identifying portions of work which may be unbundled and performed by small businesses. The Sponsor will document the factors used to determine whether or not an FAA-assisted contract will be unbundled or bid separately.

As described above, The Sponsor where feasible, may utilize several methods to facilitate small business participation. In each FAA-assisted contract, the DBELO will document the method in which the small business element will be implemented (i.e. set-aside, unbundling and/or outreach) and the process by which those methods were considered.

B. Definitions

1. Small Business:

   Small businesses must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.

2. Disadvantaged Business Enterprise:

   A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. The current PNW cap is $1.32 million.
- Whose average annual gross receipts, do not exceed the size limitations standard as defined in Part 26.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the Georgia Department of Transportation (GDOT) in accordance with 49 CFR 26.

For the purposes of the small business element of the Sponsor's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

C. Certification and Verification Procedures

The Sponsor will accept the following certifications for participation in the small business element of The Sponsor's DBE Program with applicable stipulations:

1. GDOT DBE Certification – DBE Certification by the GDOT which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by GDOT.
2. GDOT Small Business Enterprise (SBE) – Will require submittal of three years of business tax returns and page 2 of the GDOT DBE Certification application after contract award.

3. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124) - will require submittal of three years of business tax returns.

Special Note: Minority and women-owned business enterprises which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation.

D. Monitoring/Record Keeping

As part of the reporting process, prime contractors will maintain records and documents of payments to small businesses for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any small business subcontractor.

E. Assurances

The Sponsor makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBEs that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program that are eligible for DBE certification to become certified.

ITEM COVERSHEET

Public Service Committee Meeting

Meeting Date: 1/31/2023

Department: Parks and Recreation

Presenter: Maurice McDowell

Caption: Several artists who have participated in the previous iteration of the Augusta Sculpture Trail have chosen to donate their artwork to Augusta, Georgia and make it the permanent home of their sculptures. The artwork is:

- Tropical Dream by Roger Finch
- Popsicles by CR Gray LLC
- Unstoppable by Gus and Lina Ocamposilva
- Maestro by Larry Schueckler
- Forever Young by Larry Schueckler

Background: The artists have opted to donate their artwork from the 2022 Augusta Sculpture Trail to Augusta, Georgia at no cost.

Analysis: Adding the artwork to Augusta's collection of public art would be a valuable addition.

Financial Impact: There are no costs associated with the donations.

Alternatives: 1. To move to accept the donations.

2. To move to no action.

Recommendation: 1. To move to accept the donations.

Funds are available in the following accounts: No funding is required for the donations.

REVIEWED AND APPROVED BY: N/A

AUGUSTA, GEORGIA

AND

GUS OCAMPOSILVA

AND

LINA OCAMPOSILVA

SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP

THIS SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP ("AGREEMENT") is made and entered into this 1 day of Sep, 2022, (the "Effective Date") between Augusta, Georgia ("Augusta"), a political subdivision of the State of Georgia, and Gus and Lina Ocamposilva ("Artists"), known collectively as the "Parties," for the transfer of ownership of pieces of publicly installed artwork (the "sculpture") from the Artists to Augusta, as well as services and maintenance of those sculpture.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREE AS FOLLOWS:

1. Scope. This Agreement shall involve a publically installed piece of artwork, its ownership, maintenance, and intellectual property:

    a. "Unstoppable", by Gus and Lina Ocamposilva. (2018). In welded aluminum and enamel.

2. Ownership and Rights Related to the Sculpture.

    a. Ownership of the sculpture shall pass to Augusta upon execution of this Agreement. The Artists hereby irrevocably assign, convey, and otherwise transfer to Augusta and its respective successors and assigns title to the sculpture.

    b. To the extent the uses, modification, destruction or removal of the sculpture under this Agreement affects any rights the Artists or any other person may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artists hereby knowingly waive any rights provided by these laws.

    c. Augusta may reproduce images for non-commercial, educational, government, and promotional purposes, with credit given to the original Artists of the sculpture when such sculpture is highlighted, to the extent practical. The reproduction shall be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and

printed media. These reproductions may be used in, but not limited to, the following manner:

i. The display of the sculpture on Augusta's website(s), social media pages, informational brochures, and other promotional materials in print and over the internet.

ii. Sublicensing the rights granted herein to third parties in furtherance of non-commercial, educational, government, or promotional purposes.

3. Responsibilities of Augusta.

a. Augusta shall receive ownership of the sculpture. Augusta shall be solely responsible for all matters involving the ownership of the sculpture, including installation, upkeep, maintenance, insurance, and repair.

b. Augusta shall be solely responsible and liable for any costs related to the relocation of the sculpture after the Effective Date of this Agreement.

c. Augusta shall notify the Artists in any case of removal or relocation of any of the sculpture. Such notification shall occur at the earliest reasonable time. Augusta shall permit the Artists to submit guidance regarding removal, relocation, and re-installation. Such guidance may include, but is not limited to, proper transportation of the sculpture or preferential locations for re-installation. Augusta shall consult with the Artists during activities under this sub-paragraph.

d. Augusta shall maintain the sculpture in a manner appropriate for their use as public art, in the sole discretion of Augusta's appropriate department. Augusta shall provide such staff time, expertise, and equipment for the maintenance, protection, and cleaning of the sculpture, as is appropriate for the sculpture in the sole discretion of Augusta. Augusta shall receive and consider the Artists' maintenance advice in any maintenance, protection, or cleaning matters involving the sculpture.

e. Augusta shall produce, within one (1) calendar year of this Agreement, a plaque or other indicator identifying information regarding the sculpture, in accordance with the stipulations of the purchasers/donors of the artwork, and permanently affix said plaque to their respective sculpture.

f. Augusta shall, in consultation with the Artists of the sculpture, develop a maintenance, repair, and upkeep plan.

g. Augusta may create and operate a maintenance fund for public art upkeep. Augusta may, in their discretion, use the aforementioned fund in the maintenance of the sculpture.

4. Notices.

a. Notices shall be in writing and dated to the postmarks of the notices, to the addresses as specified on the signature page.

5. Indemnification

a. Nothing in this Agreement shall constitute a waiver of Augusta's sovereign immunity, by contract or otherwise.

b. Augusta nor the Artists shall be liable to the other or shall make any claim for any incident, indirect, or consequential damages arising out of, or connected in any way to the this Agreement.

6. Valuations

a. Augusta agrees that the following shall be the agreed-upon purchase price and insurance value for the sculpture:

i. Unstoppable.

1. Purchase Price: $28,000.00

2. Insurance value: $28,000.00.

7. Warranties by the Artists

a. The sculpture is professionally constructed of durable materials appropriate for outdoor public display.

b. The sculpture can be structurally secured to a concrete pad with anchor bolts or similar devices.

c. Installation of the sculpture will not irreparably damage, destroy, or materially alter the sculpture.

d. The sculpture was solely the result of the artistic effort of the original Artists, they are unique and original and do not infringe upon any copyright or the rights of any person, that no person has sold, assigned, transferred, licensed, granted, encumbered or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement, and that the sculpture is free and clear of any liens from any source whatsoever.

8. Right of First Refusal.

a. Should Augusta decide to sell or donate the sculpture, the Commission will vote to allow for the sale and/or donation of the sculpture. The Artists shall have the right of first refusal to any sale or donation of the sculpture. Such right of first refusal shall be exercised by written notice to Augusta within thirty days of written notification by Augusta. If Artists elect to exercise its right of first refusal, they shall pay all costs associated with removal and

relocation of the sculpture. If Augusta decides to donate or sell the sculpture, the donee or buyer of the sculpture will assume all of Augusta's duties toward the Artists stated herein, will be obligated to defend and indemnify Augusta with respect to such duties, and will take the sculpture subject to all of the Artists' rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or sale. In the event the Artists do not exercise their right of first refusal, Augusta may proceed to sell or donate the sculpture.

9. General Terms.

a. The laws of the State of Georgia shall govern the Agreement between Augusta and the Artists with regard to its interpretation and performance, and any other claims related to this Agreement. All claims, disputes, and other matters in question between Augusta and the Artists arising out of relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Artists, by executing this Agreement, specifically consent to jurisdiction and venue in Richmond County and waive any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

b. Neither Augusta nor the Artists shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

c. The Artists shall not be required to sign any document, no matter by whom requested, that would result in the Artists having to certify, guaranty, or warrant the existence of conditions that the Artists cannot ascertain.

d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta.

e. Georgia Prompt Pay Act. The terms of this Agreement superseded any and all provisions of the Georgia Prompt Pay Act.

f. The Artists acknowledge 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, the Artists are deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the Artists' 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 Artists may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the Artists agree that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Artists provide 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 the Artists. The Artists assume all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and waive 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.

g. Augusta, Georgia may unilaterally, upon written notice, demand that a temporary and immediate stopping of the work under this Agreement be done.

h. Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

i. 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 that 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.

j. Right to Inspect. Augusta, Georgia, may at reasonable times, inspect that part of the plant, place of business, or work site of the Artists or any subcontractor of the Artists or subunit thereof that is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

k. Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. This Agreement may be amended only by written instrument signed both by Augusta and the Artists.

l. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[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.

Artist

By: _____

Name: _____

Title: Artist

Date: 09-01-22

Augusta, Georgia

By: _____

Name: Hardie Davis, Jr.

Title: Mayor

Date: _____

Artist

By: _____

Name: _____

Title: Artist

Date: 09-01-22

Attest: _____
Lena J. Bonner, Clerk of Commission

Address for Notices:
_____
_____
_____
Attention: _____

Address for Notices:
Augusta, Georgia
535 Telfair Street, Suite 200
Augusta, GA 30901
Attention: Mayor Hardie Davis, Jr.

With copies to:
Maurice McDowell, Director
Augusta PRD
2027 Lumpkin Rd
Augusta GA 30906

General Counsel
Augusta Law Department
535 Telfair Street, Bldg 3000
Augusta, GA 30901

AUGUSTA, GEORGIA

AND

LARRY SCHUECKLER

SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP

THIS SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP ("AGREEMENT") is made and entered into this 04 day of OCT., 2022, (the "Effective Date") between Augusta, Georgia ("Augusta"), a political subdivision of the State of Georgia, and Larry Schueckler ("Artist"), known collectively as the "Parties," for the transfer of ownership of pieces of publicly installed artwork (the "sculptures") from the Artist to Augusta, as well as service and maintenance of those sculptures.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREES AS FOLLOWS:

1. Scope. This Agreement shall involve two publically installed pieces of artwork, their ownership, maintenance, and intellectual property:
    a. "Maestro", by Larry Schueckler. (2014). In bronze.
    b. "Forever Young", by Larry Schueckler. (2014). In bronze.
2. Ownership and Rights Related to the Sculptures.
    a. Ownership of the sculptures shall pass to Augusta upon execution of this Agreement. The Artist hereby irrevocably assigns, conveys, and otherwise transfers to Augusta and its respective successors and assigns title to the sculptures.
    b. To the extent the uses, modification, destruction or removal of the sculptures under this Agreement affects any rights the Artist or any other person may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artist hereby knowingly waives any rights provided by these laws.
    c. Augusta may reproduce images for non-commercial, educational, government, and promotional purposes, with credit given to the original artist of the sculpture when such sculpture is highlighted, to the extent practical. The reproduction shall be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner:

i. The display of the sculptures on Augusta's website(s), social media pages, informational brochures, and other promotional materials in print and over the internet.

ii. Sublicensing the rights granted herein to third parties in furtherance of non-commercial, educational, government, or promotional purposes.

3. Responsibilities of Augusta.

a. Augusta shall receive ownership of the sculptures. Augusta shall be solely responsible for all matters involving the ownership of the sculptures, including installation, upkeep, maintenance, insurance, and repair.

b. Augusta shall be solely responsible and liable for any costs related to the relocation of the sculptures after the Effective Date of this Agreement.

c. Augusta shall notify the Artist in any case of removal or relocation of any of the sculptures. Such notification shall occur at the earliest reasonable time. Augusta shall permit the Artist to submit guidance regarding removal, relocation, and re-installation. Such guidance may include, but is not limited to, proper transportation of the sculptures or preferential locations for re-installation. Augusta shall consult with the Artist during activities under this sub-paragraph.

d. Augusta shall maintain the sculptures in a manner appropriate for their use as public art, in the sole discretion of Augusta's appropriate department. Augusta shall provide such staff time, expertise, and equipment for the maintenance, protection, and cleaning of the sculptures, as is appropriate for the sculptures in the sole discretion of Augusta. Augusta shall receive and consider the Artist's maintenance advice in any maintenance, protection, or cleaning matters involving the sculptures.

e. Augusta shall produce, within one (1) calendar year of this Agreement, a plaque or other indicator identifying information regarding the sculpture, in accordance with the stipulations of the purchasers/donors of the artwork, and permanently affix said plaque to their respective sculpture.

f. Augusta shall, in consultation with the Artist of the sculpture, develop a maintenance, repair, and upkeep plan.

g. Augusta may create and operate a maintenance fund for public art upkeep. Augusta may, in their discretion, use the aforementioned fund in the maintenance of the sculpture.

4. Notices.

a. Notices shall be in writing and dated to the postmarks of the notices, to the addresses as specified on the signature page.

5. Indemnification

   a. Nothing in this Agreement shall constitute a waiver of Augusta's sovereign immunity, by contract or otherwise.

   b. Augusta nor the Artist shall be liable to the other or shall make any claim for any incident, indirect, or consequential damages arising out of, or connected in any way to the this Agreement.

6. Valuations

   a. Augusta agrees that the following shall be the agreed-upon purchase price and insurance value for the sculptures:

      i. Maestro.

         1. Purchase Price: $35,000.00

         2. Insurance value (together with Forever Young): $63,000.00.

      ii. Forever Young.

         1. Purchase Price: $14,000.00

         2. Insurance value (together with Maestro): $63,000.00.

7. Warranties by the Artist

   a. The sculpture are professionally constructed of durable material appropriate for outdoor public display.

   b. The sculptures can be structurally secured to a concrete pad with anchor bolts or similar devices.

   c. Installation of the sculptures will not irreparably damage, destroy, or materially alter the sculptures.

   d. The sculptures as a set are solely the result of the artistic effort of the original Artist, they are unique and original in their combined form and do not infringe upon any copyright or the rights of any person, that no person has sold, assigned, transferred, licensed, granted, encumbered or utilized the sculptures or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement, and that the sculptures are free and clear of any liens from any source whatsoever.

8. Right of First Refusal.

   a. Should Augusta decide to sell or donate the sculptures, the Commission will vote to allow for the sale and/or donation of the sculptures. The Artist shall have the right of first refusal to any sale or donation of the sculptures. Such right of first refusal shall be exercised by written notice to Augusta within

thirty days of written notification by Augusta. If the Artist elects to exercise his right of first refusal, he shall pay all costs associated with removal and relocation of the sculpture. If Augusta decides to donate or sell the sculpture, the donee or buyer of the sculpture will assume all of Augusta's duties toward the Artist stated herein, will be obligated to defend and indemnify Augusta with respect to such duties, and will take the sculpture subject to all of the Artists' rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or sale. In the event the Artist does not exercise his right of first refusal, Augusta may proceed to sell or donate the sculpture.

9. General Terms.

a. The laws of the State of Georgia shall govern the Agreement between Augusta and the Artist with regard to its interpretation and performance, and any other claims related to this Agreement. All claims, disputes, and other matters in question between Augusta and the Artist arising out of relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Artist, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

b. Neither Augusta nor the Artist shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

c. The Artist shall not be required to sign any document, no matter by whom requested, that would result in the Artist having to certify, guaranty, or warrant the existence of conditions that the Artist cannot ascertain.

d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta.

e. Georgia Prompt Pay Act. The terms of this Agreement superseded any and all provisions of the Georgia Prompt Pay Act.

f. The Artist 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, the Artist is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the Artist'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 Artist may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the Artist agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if

the Artist 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 the Artist. The Artist assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and 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.

g. Augusta, Georgia may unilaterally, upon written notice, demand that a temporary and immediate stopping of the work under this Agreement be done.

h. Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

i. 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 that 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.

j. Right to Inspect. Augusta, Georgia, may at reasonable times, inspect that part of the plant, place of business, or work site of the Artist or any subcontractor of the Artist or subunit thereof that is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

k. Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. This Agreement may be amended only by written instrument signed both by Augusta and The Artist.

l. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[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.

Artist

By: _____

Name: LARRY SCHUECKLER

Title: Artist

Date: 4 OCTOBER, 2022

Augusta, Georgia

By: _____

Name: Hardie Davis, Jr.

Title: Mayor

Date: _____

Attest: _____
Lena J. Bonner, Clerk of Commission

Address for Notices:
1520 POST OAK BEND
COLLEGE STATION
TEXAS 77845
Attention: LARRY SCHUECKLER

Address for Notices:
Augusta, Georgia
535 Telfair Street, Suite 200
Augusta, GA 30901
Attention: Mayor Hardie Davis, Jr.

With copies to:
Maurice McDowell, Director
Augusta PRD
2027 Lumpkin Rd
Augusta GA 30906

General Counsel
Augusta Law Department
535 Telfair Street, Bldg 3000
Augusta, GA 30901

AUGUSTA, GEORGIA

AND

CR GRAY LLC

SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP

THIS SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP ("AGREEMENT") is made and entered into this 14th day of Sept, 2022, (the "Effective Date") between Augusta, Georgia ("Augusta"), a political subdivision of the State of Georgia, and CR Gray LLC ("Artist"), known collectively as the "Parties," for the transfer of ownership of a piece of publicly installed artwork (the "sculpture") from the Artists to Augusta, as well as services and maintenance of those sculpture.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREE AS FOLLOWS:

1. Scope. This Agreement shall involve a publically installed piece of artwork, its ownership, maintenance, and intellectual property:

    a. "Popsicles", by CR Gray LLC. (2017). In steel, stucco, and wood.

2. Ownership and Rights Related to the Sculpture.

    a. Ownership of the sculpture shall pass to Augusta upon execution of this Agreement. The Artists hereby irrevocably assign, convey, and otherwise transfer to Augusta and its respective successors and assigns title to the sculpture.

    b. To the extent the uses, modification, destruction or removal of the sculpture under this Agreement affects any rights the Artists or any other person may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C. §106A(a) and §113, the Artists hereby knowingly waive any rights provided by these laws.

    c. Augusta may reproduce images for non-commercial, educational, government, and promotional purposes, with credit given to the original Artists of the sculpture when such sculpture is highlighted, to the extent practical. The reproduction shall be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner:

i. The display of the sculpture on Augusta's website(s), social media pages, informational brochures, and other promotional materials in print and over the internet.

ii. Sublicensing the rights granted herein to third parties in furtherance of non-commercial, educational, government, or promotional purposes.

3. Responsibilities of Augusta.

a. Augusta shall receive ownership of the sculpture. Augusta shall be solely responsible for all matters involving the ownership of the sculpture, including installation, upkeep, maintenance, insurance, and repair.

b. Augusta shall be solely responsible and liable for any costs related to the relocation of the sculpture after the Effective Date of this Agreement.

c. Augusta shall notify the Artists in any case of removal or relocation of any of the sculpture. Such notification shall occur at the earliest reasonable time. Augusta shall permit the Artists to submit guidance regarding removal, relocation, and re-installation. Such guidance may include, but is not limited to, proper transportation of the sculpture or preferential locations for re-installation. Augusta shall consult with the Artists during activities under this sub-paragraph.

d. Augusta shall maintain the sculpture in a manner appropriate for their use as public art, in the sole discretion of Augusta's appropriate department. Augusta shall provide such staff time, expertise, and equipment for the maintenance, protection, and cleaning of the sculpture, as is appropriate for the sculpture in the sole discretion of Augusta. Augusta shall receive and consider the Artists' maintenance advice in any maintenance, protection, or cleaning matters involving the sculpture.

e. Augusta shall produce, within one (1) calendar year of this Agreement, a plaque or other indicator identifying information regarding the sculpture, in accordance with the stipulations of the purchasers/donors of the artwork, and permanently affix said plaque to their respective sculpture.

f. Augusta shall, in consultation with the Artists of the sculpture, develop a maintenance, repair, and upkeep plan.

g. Augusta may create and operate a maintenance fund for public art upkeep. Augusta may, in their discretion, use the aforementioned fund in the maintenance of the sculpture.

4. Notices.

a. Notices shall be in writing and dated to the postmarks of the notices, to the addresses as specified on the signature page.

5. Indemnification

    a. Nothing in this Agreement shall constitute a waiver of Augusta's sovereign immunity, by contract or otherwise.

    b. Augusta nor the Artists shall be liable to the other or shall make any claim for any incident, indirect, or consequential damages arising out of, or connected in any way to the this Agreement.

6. Valuations

    a. Augusta agrees that the following shall be the agreed-upon purchase price and insurance value for the sculpture:

        i. Popsicles.

            1. Purchase Price: $18,000.00

            2. Insurance value: $18,000.00.

7. Warranties by the Artists

    a. The sculpture is professionally constructed of durable materials appropriate for outdoor public display.

    b. The sculpture can be structurally secured to a concrete pad with anchor bolts or similar devices.

    c. Installation of the sculpture will not irreparably damage, destroy, or materially alter the sculpture.

    d. The sculpture was solely the result of the artistic effort of the original Artists, they are unique and original and do not infringe upon any copyright or the rights of any person, that no person has sold, assigned, transferred, licensed, granted, encumbered or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement, and that the sculpture is free and clear of any liens from any source whatsoever.

8. Right of First Refusal.

    a. Should Augusta decide to sell or donate the sculpture, the Commission will vote to allow for the sale and/or donation of the sculpture. The Artists shall have the right of first refusal to any sale or donation of the sculpture. Such right of first refusal shall be exercised by written notice to Augusta within thirty days of written notification by Augusta. If Artists elect to exercise its right of first refusal, they shall pay all costs associated with removal and relocation of the sculpture. If Augusta decides to donate or sell the sculpture, the donee or buyer of the sculpture will assume all of Augusta's duties toward the Artists stated herein, will be obligated to defend and

indemnify Augusta with respect to such duties, and will take the sculpture subject to all of the Artists' rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or sale. In the event the Artists do not exercise their right of first refusal, Augusta may proceed to sell or donate the sculpture.

9. General Terms.

a. The laws of the State of Georgia shall govern the Agreement between Augusta and the Artists with regard to its interpretation and performance, and any other claims related to this Agreement. All claims, disputes, and other matters in question between Augusta and the Artists arising out of relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Artists, by executing this Agreement, specifically consent to jurisdiction and venue in Richmond County and waive any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

b. Neither Augusta nor the Artists shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

c. The Artists shall not be required to sign any document, no matter by whom requested, that would result in the Artists having to certify, guaranty, or warrant the existence of conditions that the Artists cannot ascertain.

d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta.

e. Georgia Prompt Pay Act. The terms of this Agreement superseded any and all provisions of the Georgia Prompt Pay Act.

f. The Artists acknowledge 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, the Artists are deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the Artists' 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 Artists may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the Artists agree that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Artists provide 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 the Artists. The Artists assume all risk of non-payment for the provision of any unauthorized goods

or services to Augusta, Georgia, and waive 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.

g. Augusta, Georgia may unilaterally, upon written notice, demand that a temporary and immediate stopping of the work under this Agreement be done.

h. Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

i. 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 that 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.

j. Right to Inspect. Augusta, Georgia, may at reasonable times, inspect that part of the plant, place of business, or work site of the Artists or any subcontractor of the Artists or subunit thereof that is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

k. Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. This Agreement may be amended only by written instrument signed both by Augusta and the Artists.

l. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[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.

Artist

By: CRAIG GRAY

Name: CRAIG GRAY

Title: Artist

Date: Sept 17th 2022

Augusta, Georgia

By: _____

Name: Hardie Davis, Jr.

Title: Mayor

Date: _____

Attest: _____
Lena J. Bonner, Clerk of Commission

Address for Notices:
CR Gray LLC
101 St Street
Key West FL 33040
Attention: CRAIG GRAY

Address for Notices:
Augusta, Georgia
535 Telfair Street, Suite 200
Augusta, GA 30901
Attention: Mayor Hardie Davis, Jr.

With copies to:
Maurice McDowell, Director
Augusta PRD
2027 Lumpkin Rd
Augusta GA 30906

General Counsel
Augusta Law Department
535 Telfair Street, Bldg 3000
Augusta, GA 30901

AUGUSTA, GEORGIA

AND

CAROL FINCH

SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP

THIS SERVICE AGREEMENT AND TRANSFER OF OWNERSHIP ("AGREEMENT") is made and entered into this 9 day of 28, 2022, (the "Effective Date") between Augusta, Georgia ("Augusta"), a political subdivision of the State of Georgia, and Carol Finch ("Donor"), known collectively as the "Parties," for the transfer of ownership of a piece of publicly installed artwork (the "sculpture") from the Donor to Augusta, as well as services and maintenance of those sculpture.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREE AS FOLLOWS:

1. Scope. This Agreement shall involve a publically installed piece of artwork, its ownership, maintenance, and intellectual property:

    a. "Tropical Dream", by Roger Finch, currently owned by Carol Finch. (2017). In steel.

2. Ownership and Rights Related to the Sculpture.

    a. Ownership of the sculpture shall pass to Augusta upon execution of this Agreement. The Donor hereby irrevocably assign, convey, and otherwise transfer to Augusta and its respective successors and assigns title to the sculpture.

    b. Augusta may reproduce images for non-commercial, educational, government, and promotional purposes, with credit given to the original Artists of the sculpture when such sculpture is highlighted, to the extent practical. The reproduction shall be royalty-free and irrevocable and able to be used across multiple medias, including digital and electronic media and printed media. These reproductions may be used in, but not limited to, the following manner:

        i. The display of the sculpture on Augusta's website(s), social media pages, informational brochures, and other promotional materials in print and over the internet.

ii. Sublicensing the rights granted herein to third parties in furtherance of non-commercial, educational, government, or promotional purposes.

3. Responsibilities of Augusta.

   a. Augusta shall receive ownership of the sculpture. Augusta shall be solely responsible for all matters involving the ownership of the sculpture, including installation, upkeep, maintenance, insurance, and repair.

   b. Augusta shall notify the Donor in any case of removal or relocation of any of the sculpture. Such notification shall occur at the earliest reasonable time. Augusta shall permit the Donor to submit guidance regarding removal, relocation, and re-installation. Such guidance may include, but is not limited to, proper transportation of the sculpture or preferential locations for re-installation. Augusta shall consult with the Donor during activities under this sub-paragraph.

   c. Augusta shall maintain the sculpture in a manner appropriate for their use as public art, in the sole discretion of Augusta's appropriate department. Augusta shall provide such staff time, expertise, and equipment for the maintenance, protection, and cleaning of the sculpture, as is appropriate for the sculpture in the sole discretion of Augusta.

   d. Augusta shall produce, within one (1) calendar year of this Agreement, a plaque or other indicator identifying information regarding the sculpture, in accordance with the stipulations of the purchasers/donors of the artwork, and permanently affix said plaque to their respective sculpture.

   e. Augusta shall develop a maintenance, repair, and upkeep plan.

   f. Augusta may create and operate a maintenance fund for public art upkeep. Augusta may, in their discretion, use the aforementioned fund in the maintenance of the sculpture.

4. Notices.

   a. Notices shall be in writing and dated to the postmarks of the notices, to the addresses as specified on the signature page.

5. Indemnification

   a. Nothing in this Agreement shall constitute a waiver of Augusta's sovereign immunity, by contract or otherwise.

   b. Augusta nor the Donor shall be liable to the other or shall make any claim for any incident, indirect, or consequential damages arising out of, or connected in any way to the this Agreement.

6. Valuations

   a. Augusta agrees that the following shall be the agreed-upon appraised value and insurance value for the sculpture:

      i. Tropical Dream, by Roger Finch

         1. Purchase Price: $4,500.00

         2. Insurance value: $4,500.00.

7. Warranties by the Donor

   a. The sculpture is professionally constructed of durable materials appropriate for outdoor public display.

   b. The sculpture can be structurally secured to an appropriate sized concrete pad with anchor bolts or similar devices.

   c. Installation of the sculpture will not irreparably damage, destroy, or materially alter the sculpture.

   d. The sculpture was solely the result of the artistic effort of the original Artists, they are unique and original and do not infringe upon any copyright or the rights of any person, that no person has sold, assigned, transferred, licensed, granted, encumbered or utilized the sculpture or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement, and that the sculpture is free and clear of any liens from any source whatsoever.

8. Right of First Refusal.

   a. Should Augusta decide to sell or donate the sculpture, the Commission will vote to allow for the sale and/or donation of the sculpture. The Donor shall have the right of first refusal to any sale or donation of the sculpture. Such right of first refusal shall be exercised by written notice to Augusta within thirty days of written notification by Augusta. If Augusta decides to donate or sell the sculpture, the donee or buyer of the sculpture will assume all of Augusta's duties toward the Donor stated herein, will be obligated to defend and indemnify Augusta with respect to such duties, and will take the sculpture subject to all of the Donor' rights as stated herein. The donee or buyer shall be given a copy of this executed Agreement at the time of the donation or sale. In the event the Donor does not exercise their right of first refusal, Augusta may proceed to sell or donate the sculpture.

9. General Terms.

   a. The laws of the State of Georgia shall govern the Agreement between Augusta and the Donor with regard to its interpretation and performance,

and any other claims related to this Agreement. All claims, disputes, and other matters in question between Augusta and the Donor arising out of relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Donor, by executing this Agreement, specifically consent to jurisdiction and venue in Richmond County and waive any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

b. Neither Augusta nor the Donor shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other.

c. The Donor shall not be required to sign any document, no matter by whom requested, that would result in the Donor having to certify, guaranty, or warrant the existence of conditions that the Donor cannot ascertain.

d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta.

e. Georgia Prompt Pay Act. The terms of this Agreement superseded any and all provisions of the Georgia Prompt Pay Act.

f. The Donor acknowledge 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, the Donor are deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the Donor' 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 Donor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the Donor agree that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Donor provide 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 the Donor. The Donor assume all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and waive 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.

g. Augusta, Georgia may unilaterally, upon written notice, demand that a temporary and immediate stopping of the work under this Agreement be done.

h. Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

i. 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 that 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.

j. Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. This Agreement may be amended only by written instrument signed both by Augusta and the Donor.

k. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[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.

Artist

By: Carol M. Finch

Name: Carol M. Finch

Title: Artist

Date: 9-28-22

Augusta, Georgia

By: _____

Name: Hardie Davis, Jr.

Title: Mayor

Date: _____

Attest: _____
Lena J. Bonner, Clerk of Commission

Address for Notices:
_____
_____
_____
Attention: _____

Address for Notices:
Augusta, Georgia
535 Telfair Street, Suite 200
Augusta, GA 30901
Attention: Mayor Hardie Davis, Jr.

With copies to:
Maurice McDowell, Director
Augusta PRD
2027 Lumpkin Rd
Augusta GA 30906

General Counsel
Augusta Law Department
535 Telfair Street, Bldg 3000
Augusta, GA 30901

Public Services Committee Meeting

Meeting Date: January 31, 2023

Motion to approve entering into a lease agreement for Hickman Park

Department:	Parks & Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve entering into a lease agreement for Hickman Park with the Trust of Oakland Park as lessor.
Background:	Hickman Park was established as “a park or public square” in 1859 and was under a 99 year lease to the City since June 17, 1916. The lease since has expired and after an appointment of new trustees by the Superior Court of Richmond County, the trustees and Augusta Parks & Recreation have negotiated a new lease to continue operations at the park.
Analysis:	Hickman Park is a neighborhood park, located at 965 Hickman Road. Parks & Recreation replaced the playground unit in 2018 and has additional funding allocated for park improvements. The lease agreement is needed to ensure proper operation of the park.
Financial Impact:	The annual rent for the lease is $1.
Alternatives:	1. To approve entering into a lease agreement 2. To move to no action
Recommendation:	1. To approve entering into a lease agreement
Funds are available in the following accounts:	101-06-1323 - Hickman Park
REVIEWED AND APPROVED BY:	N/A

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this First day of January, 2023, by and between Thomas H. Robertson, Jr., Thomas H. Robertson, III, Bryan M. Haltermann, Wilson Perry Huggins, as Trustees of the Trust of Oakland Park, collectively as lessor ("Lessor"), and Augusta, Georgia, a political subdivision of the State of Georgia, as lessee ("Lessee" or “Augusta”);

WHEREAS, On April 18, 1959, Jonathan Meigs established “a park or public square” at 965 Hickman Road, Augusta Georgia; and

WHEREAS, The intent was for 965 Hickman Road, originally referred to as “Oakland Park,” to be used for the sole or exclusive purpose of a park or public square for the comfort and convenience of the neighborhood, and for the property not to be appropriated in part or whole for any other use whatsoever; and

WHEREAS, On June 17, 1916, the Board of Trustees of Oakland Park leased the property to the City Council of Augusta for the full term of ninety-nine years and subject to renewal for a like term beginning on June 17, 2015; and

WHEREAS, On the expiration the lease, the original members of the Board of Trustees of Oakland Park had since deceased and all the trustee positions of the Trust were vacant; and

WHEREAS, A petition was brought in the Superior Court of Richmond County on January 4, 2017, and by order of Judge James G. Blanchard, Jr. dated March 30, 2017, the above-named individuals were duly appointed as the new trustees of the Trust of Oakland Park; and

WHEREAS, Said order also established criteria for future trustees, and empowered the existing trustees to appoint replacement trustees; and

WHEREAS, Lessor and Lessee desire to renew their lease, and desire that Lessee continue to maintain and operate Hickman Park under the aforementioned conditions and in the spirit of the original intent for 965 Hickman Road to be used solely and exclusive as park,

W I T N E S S E T H:

1. Premises. The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property known as "Hickman Park" (the "Premises") located at 965 Hickman Road, Augusta, Georgia 30904, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

2. Term. The term of this lease shall commence on the effective date of this lease, and shall terminate absolutely and without obligation on the part of Augusta each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. This Agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement.

3. Rent/Consideration. The rent to be paid by the Lessee to the Lessor hereunder shall be One Dollar ($1.00) per year, payable on or before the 31st day of January of each year during the term hereof. Further consideration for this Lease Agreement shall be the fulfillment of the original intent of the creator of the Trust, and the benefits conferred upon the public thereby.

4. Use of Premises. The Premises shall be only used solely and exclusively as a publicly accessible park and no part thereof shall be used for any other purpose. It is agreed that said property and the park facilities within shall at all times be operated, used, and maintained as recreational facilities. It is the specific intent and understanding of the parties hereto that this Lease arrangement is in accordance with the Georgia Recreational Property Act, OCGA 51-3-20 et seq., as Lessor is making the land available to the public without an admission fee or other

charge for recreational purposes. Pursuant to said Act, Lessor's liability toward persons entering the property for recreational purposes is intended to be limited in accordance with the Act.

5. Name. The Premises shall be named and designated as "Hickman Park."

6. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

7. Special Conditions: Upon entering into this Lease Agreement, Lessee shall meet the following conditions:

(a) The Lessee shall adopt appropriate rules and regulations regarding the operation and use of said park. No vehicular traffic shall be allowed in any area of the park unless required for maintenance purposes, and in that case, only by official vehicles authorized by Lessee;

(b) The Lessee, in the maintenance of such park, shall preserve, restore and maintain the premises, building, and facilities in good condition, in a manner similar to the other parks in the Augusta system, including, without limiting the generality of its obligation, the planting and care of shrubbery, flowers and plants, with the right of the Lessee to construct trails, walkways and other improvements such as will tend to beautify the landscape or embellish the park and make the same more useful and attractive to the lovers of outdoor recreation;

(c) The Lessee shall cause to be prepared a site-specific master plan to guide future improvements or physical changes proposed for the park and the facilities within it. The plan shall be updated from time to time as needed. The initial plan and each update shall be subject to the approval of the Lessor, which approval shall not be unreasonably withheld.

(d) Lessor reserves the right to hold events, including but not limited to fundraisers, at the Premises to support the purpose of the Trust of Oakland Park. Lessor

shall follow Lessee's policies, procedures, and fee schedules for reserving, scheduling, planning, producing, and holding such events, and Lessor shall follow all applicable local, state, and federal laws and regulations during said events; and

(e) Lessor reserves the right, during the pendency of this Lease, to erect one (1) monument or plaque recognizing and commemorating Lessor's contributions to the park, and explaining the historical background of the Premises. The design of the aforementioned monument or plaque shall be agreed upon by the parties prior to installation.

8. Destruction of or Damage to Premises: If the Premises are damaged or destroyed by storm, fire, flood, lightning, earthquake, or other casualty which cannot, despite diligent, good faith efforts be repaired within One Hundred Eighty (180) days following the date on which such damage occurs, then Lessor may elect to terminate this Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall reasonably determine how long the repair and restoration will take. After the determination has been made that the casualty cannot be repaired within the aforesaid One Hundred Eighty (180) day period, Lessor shall have a period of thirty (30) days to terminate the Lease by giving written notice to the other party. Upon such termination, any parts or all of the improvements on the Premises that are irreparably damaged shall be removed by Lessee. Nothing in this paragraph shall affect the rights of the parties to terminate this agreement pursuant to the separate and distinct rights provided by the "Termination" provision below.

9. Assignment and Subletting: Lessor has entered into this Agreement, in part, on the basis of personal reliance in the integrity and qualifications of the Lessee. The Lessee agrees it shall not delegate, assign, subcontract, sublease, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without prior written consent of Lessor.

10. Signs: Lessee shall place no sign or signs upon Premises except with prior written consent of the Lessor. Any and all signs placed on the Premises, interior or exterior, by Lessee shall be maintained in compliance with rules and regulations governing such signs. Lessee agrees upon removal of said signs to repair all damages incident to such removal.

11. Repairs, Alterations and Additions: Any and all repairs, alterations and additions made to the Premises hereby leased by the Lessee, shall be and remain a part of said Premises hereby leased by the Lessee, and shall be surrendered to the Lessor by the Lessee at the expiration of the term of this Lease. Any alterations or additions to the Premises and any repairs, which may affect the physical appearance of the Premises, shall not be made without advance written consent by the Lessor. Any and all repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner using appropriate historic or new materials and equipment and in compliance with all safety codes and regulations, and applicable historic preservation standards. In the event that any repairs, additions, alterations or improvements are made by the Lessee through a contractor, the Lessee agrees that it will closely supervise such work and see that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against the Premises; and in the event that the Lessee hires laborers and/or purchases material itself for the improvement of the Premises, it will promptly pay all charges for such labor and materials when the same become due so that no liens will accrue or be filed against the Premises and no claim can be asserted against Lessor for such payment. Lessor shall have the right to call upon the Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement on the Premises and Lessee covenants and agrees that it will immediately give full information in regard to all such to the Lessor upon demand. Lessee, however, shall have the right to remove Lessee's personal property in the nature of trade and/or business fixtures from the Premises at the expiration of this Lease. To the extent that any act under this Lease would require a Certificate of Appropriateness as issued by the Augusta, Georgia Historic Preservation

Commission, it shall be the duty of Lessee to apply for and obtain such Certificate, and otherwise follow all requirements of the ordinances of Augusta, Georgia under Title 7, Chapter 4.

12. Utilities, Maintenance, and Insurance: Upon the execution of this lease, Lessee shall be responsible for any and all utilities, maintenance costs, and insurances on the Premises through the remainder of the Lease.

13. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

14. Termination: Upon failure of the Lessee to fulfill any of its obligations contained in this Lease or fail to substantially perform in accordance with the terms of this Agreement, Lessor in its sole discretion may, in the case of a termination for breach or default, allow Lessee a period of time in which to cure the defect. The Lessor shall send the Lessee written notice of such default. The Lessee shall have thirty (90) days from receipt of such written notice to cure the default described in the notice. Should the Lessee fail to cure the default within the thirty (90) day period, the Lessor shall have the option to terminate this Lease and, upon such termination, the Lessee shall immediately surrender possession of the Premises back to the Lessor in good condition, normal wear and tear excepted. Any such termination for default shall not in any way operate to preclude the Lessor from also pursuing all available remedies against Lessee and it sureties for said breach or default. Additionally, Lessor has the right to terminate this Lease if in any instance the Premises are no longer used for a park. Except as otherwise provided in this agreement, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Agreement for any reason whatsoever.

15. Holding Over: In the event that Lessee or anyone claiming under Lessee shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Lessor and less with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease,

but such occupancy shall continue as a tenancy at will, from month-to-month, upon the covenants, provisions, and conditions herein contained.

16. Exculpation and Indemnification: The Premises are being leased to Lessee "AS IS", and Lessee accepts said Premises in its present condition and acknowledges that is has inspected the same and found the Premises to be suitable for its intended use of a recreational public park. If any repairs to the improvements located on the premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. As set forth in Section 4 hereof, it is the intent and understanding of the parties that Lessor be afforded the protections of a landowner allowing access to land for recreational purposes under the Georgia Recreational Properties Act. To the extent such protection is revoked by future law or determined not to apply, it is an express condition of this Lease Agreement that Lessor, its officers, representatives, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessor or Lessee, their invitees, licensees, officers, representatives, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Premises or any part thereof or otherwise arising from Lessee's operations and, Lessee shall indemnify and save harmless the Lessor, its officers, representatives, agents, and employees, against and from any and all such claims, demands, debts, liabilities, and causes of action including reasonable attorney's fees and costs to be incurred by Lessor in defending same.

Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations. Lessee agrees to indemnify and hold harmless Lessor from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which

may be incurred by, charged to or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of, injury to or death of any person, resulting from or arising out of Lessee's use of the premises, or (ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Either party will refer to the other party promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects the other party or their insurer. If Lessee shall defend or compromise following notice from Lessor under this Agreement, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessee.

17. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

18. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage prepaid, to the other party at the address as each party as designated in this Lease or shall have changed by proper notice in writing to the other. Such addresses are as follows:

Lessee:	Augusta, Georgia Office of the Mayor 535 Telfair Street, Suite 200 Augusta, GA 30901
With Copies to:	General Counsel Augusta Law Department 535 Telfair Street, Building 3000 Augusta, GA 30901
	Augusta Parks and Recreation Department 2027 Lumpkin Road Augusta, GA 30906

Lessor: Trust of Oakland Park
c/o Wilson Huggins
929 Hickman Road
Augusta, Georgia 30904

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by telegram in lieu of certified or registered mail, but shall be effective upon receipt.

19. Waivers of Rights: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

20. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular

business hours for open access areas, when a representative of the Lessee is present in enclosed or restricted access areas, or at any time in case of emergency and/or to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.

21. Taxes: Lessee shall pay all personal property taxes legally assessed, if any, against its equipment, furniture or other personal property located on the Premises. The parties hereto note that, as of the date of this agreement, no property is deeded taxable against Lessor.

22. No Conflict: Lessee represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of its duties and obligations hereunder. Lessee further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (OCGA §§45-10-20 et. seq.) and the provisions of the AUGUSTA, GA CODE of Ethics governing conflicts of interest of persons doing business with Augusta, as such provisions now exist and may be amended hereafter. Lessee represents and warrants that such provisions are not and will not be violated by the Agreement or the Lessee's performance hereunder.

23. Prohibited Interests: No official of Augusta, Georgia who is authorized in such capacity and on behalf of Augusta, Georgia to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract, or any subcontract in connection with the Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof. No officer or employee of or for Lessor who is authorized in such capacity and on behalf of Augusta, Georgia to exercise any legislative, executive, supervisory, or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the Agreement.

24. Compliance with Applicable Laws: The Lessee's attention is directed to the fact that all applicable federal, state, and local laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the Agreement throughout, and they all will be deemed to be included in the Agreement the same as though herein written out in full. The Lessee shall keep itself and its employees fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Lessee discovers any discrepancy or inconsistency in this Agreement in relation to any such law, regulation, ordinance, order, or decree, Lessee shall promptly report the same, in writing, to Lessor. Lessee shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify Lessor and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Lessee or its employees.

25. Severability: In the event any provision of this Agreement is held to be unenforceable for any reason, the remainder of the Agreement shall be in full force and effect and enforceable in accordance with its terms.

26. Installation of Equipment: Lessee is prohibited from installing any equipment on Lessor's property without prior written approval.

27. Authority: If either party hereto is a corporation, trust, a 501(c) 3 organization, or general or limited partnership, each individual executing this Agreement on behalf of such entity represents and warrants that he, she, or it is duly authorized to execute and deliver this Agreement on its behalf. If it is a corporation, trust or partnership, Lessee shall, within thirty (30) days deliver to Lessor evidence satisfactory to Lessor of such authority.

28. Independent Contractor: Lessee shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall in any way be construed to appoint or

constitute Lessee as the agent, employee or representative of Lessor. The manner and method of completing the work undertaken by Lessee shall be determined in its sole discretion.

29. Lessee shall not use, store, keep, release, discharge, dispose of or spill any toxic or hazardous substances, wastes or materials on the Leased Property, nor use or store any such substance that will have any residual effect beyond the lease term.

30. Abandonment by Lessee: Should Lessee breach this Lease Agreement and abandon the property prior to the natural expiration of the lease term, Lessor may continue this Lease in effect by not terminating Lessee's right to possession of the property, in which case Lessor shall be entitled to enforce all Lessor's rights and remedies under this Lease Agreement including the right to recover rent as it becomes due.

31. Open Records: The Lessor acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessor shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

32. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia.

33. Venue: All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Lessor, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

34. Time of Essence: Time is of the essence of this Agreement.

35. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended by writing signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUGUSTA, GEORGIA (Lessee)

By:_____

Name:_____

Title: Mayor

Date:_____

Attest: _____

Lena J. Bonner, Clerk of Commission

TRUST OF OAKLAND PARK (Lessor)

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

By:_____

Name:_____

Title:_____

Date:_____

Public Services Committee Meeting

Meeting Date: January 31, 2023

Motion to approve entering into an updated lease agreement for Eisenhower Park

Department:	Parks & Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve entering into an updated lease agreement for Eisenhower Park with the Augusta National Golf Club as lessee.
Background:	The Augusta Commission, in the regular meeting held on October 18, 2022, approved entering into a lease agreement with the Augusta National Golf Club for the lease of the Eisenhower Park parking lot during Masters Week. Since the approval, some changes have been suggested by the Augusta National Golf Club to the term of the agreement.
Analysis:	The term of the agreement was changed from January 1st - December 31st each year to June 1st - May 31st each year. The use of the premises was changed to ten days from 9 days.
Financial Impact:	There is no financial impact, the fee was not changed.
Alternatives:	1. To approve entering into a lease agreement 2. To move to no action
Recommendation:	1. To approve entering into a lease agreement
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

STATE OF GEORGIA)
)
RICHMOND COUNTY)

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2023, by and between, Augusta, Georgia, a political subdivision of the state of Georgia (hereinafter referred to as "Lessor"), by and through its Parks and Recreation Department and Augusta National, Inc., a domestic profit corporation with business address of 2604 Washington Road, Augusta, GA (hereinafter referred to as "Lessee");

WITNESSETH:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property described as the parking facilities located at 1420 Eisenhower Drive, Augusta, Georgia 30904, more commonly referred to Eisenhower Park (the "Premises").

2. Term: The commencement of this Lease shall be the effective date, and this Lease shall terminate absolutely and without further obligations on the part of Augusta each and every May 31st, unless terminated earlier in accordance with the termination provisions of this Agreement and automatically renew on each June 1st. The Lease shall be for three (3) years, with two (2) one-year renewal options upon mutual written agreement by the parties. If the Lease is not renewed, or a renewal option not exercised, the Lease shall terminate absolutely.

3. Rental: Lessee shall pay to Lessor during the term according to the following schedule:

Year 1 (2023): Three Thousand Seven Hundred and Fifty Dollars ($3,750.00)
Year 2 (2024): Five Thousand Dollars ($5,000.00)
Year 3 (2025): Five Thousand Dollars ($5,000.00)
Optional Year 1 (2026): Five Thousand Dollars ($5,000.00)
Optional Year 2 (2027): Five Thousand Dollars ($5,000.00)

The lease payment shall be payable at least thirty (30) days in advance of the first day of the Lease term. Lessor agrees to provide a receipt to Lessee for payment received. Lessor shall provide Lessee with a receipt evidencing such payment. The terms of this Lease supersede any and all provisions of the Georgia Prompt Pay Act.

4. Use of Premises: The Premises shall only be used for the purpose of providing parking to Lessee's event patrons, and for no other purpose without the advance written consent of Lessor. The Premises shall not be used for any illegal purpose, in any manner that creates a nuisance or trespass, or in any manner to invalidate the insurance or increase the rate of insurance on the Premises.

The use of the premises shall be limited to the first Saturday of the Month of April and shall end on the Second Monday of the Month of April, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided or otherwise agreed to by written amendment to this Lease. The following dates correspond with the dates of the applicable lease year:

Year 1: April 1, 2023 through April 10, 2023.
Year 2: April 6, 2024 through April 15, 2024.
Year 3: April 5, 2025 through April 14, 2025.
Option Year 1: April 4, 2026 through April 13, 2026.
Option Year 2: April 3, 2027 through April 12, 2027.

5. Special Conditions: Upon entering into this Lease Agreement, Lessee shall meet the following conditions:

(a) All vehicles on the premises must be parked in designated parking spaces. At no point will vehicles be allowed to park on the grass, sidewalks, or any other areas or surfaces that are not designated as parking spaces; and

(b) If vehicles are parked in any areas or surfaces not designated as parking spaces, Lessee is solely responsible for the repair of any damage that occurs to said areas.

(c) Prior to the conclusion of the event, Lessee shall restore and clean the premises to a condition that is equal to or better than the condition of the premises upon the beginning of the lease term; and

(d) Should Lessee choose to operate a vehicle(s) on the premises, Lessor shall not be responsible for damage to Lessee's vehicle(s), regardless if such damage is caused by other vehicle(s) or persons(s) in the parking lot(s) or the surrounding park area; and

(e) Should Lessee choose to operate a vehicle(s) on the premises, Lessor shall not be responsible for any damage or loss to possessions or items left in Lessee's vehicle(s).

6. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

7. Destruction of or Damage to Premises, Force Majeure: If the Premises are totally destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

"Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Lease. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, and local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

8. Assignment and Subletting: Lessee may not sublease all or any portion of the Premises or assign this Lease or any interest hereunder, without prior written consent of the Lessor. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against Augusta

9. Signs: Lessee shall place no sign or signs upon Premises except with the written consent of the Lessor. Any and all signs placed on the Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use, or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damages incident to such removal.

10. No Estate in Land: This Lease Agreement shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

11. Termination: Lessor may terminate this Agreement in part or in whole upon thirty (30) days' written notice to the Lessee. Lessor has the right to terminate this Lease for any reason or for no reason, but may exercise the Lease termination if, for example, in any instance the Premises are no longer used by the Lessee to provide parking, are used for an illegal purpose, are used to create a nuisance or trespass, or are used so as to invalidate the insurance or increase the rate of insurance on the Premises. Lessee may terminate this agreement at any time upon thirty (30) days' written notice to Lessor; however, in doing so, Lessee shall relinquish all rights, claims or interest, present or future, in the premises. Upon Lessee's termination of this Agreement, Lessor shall immediately take possession of the Premises and Lessor shall be free to do with said Premises as it sees fit.

12. Holding Over: If Lessee remains in possession of Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the rental rate in effect at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

13. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

14. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage

prepaid, to the other party at the address as each party as designated in this Lease or shall have changed by proper notice in writing to the other. Such addresses are as follows:

Lessor: Augusta, Georgia
Office of the Mayor
Mayor Garnett L. Johnson
535 Telfair Street, Suite 200
Augusta, GA 30901

With copies to:

ARC Law Department
Wayne Brown, General Counsel
535 Telfair Street, Building 3000
Augusta, GA 30901

Lessee: Augusta National, Inc.
2604 Washington Road
Augusta, Georgia 30904

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by email in lieu of certified or registered mail, but shall be effective upon receipt.

15. Indemnification: Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local laws, rules and regulations and agrees to indemnify and hold harmless Lessor, Lessor's officers, employees, and agents, harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to, or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of, injury to or death of any person, resulting from or arising

out of Lessee's use of the premises (except when such damages, destruction, injuries or death arise solely by reason of Lessor's negligence), or

(ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor. This Lease shall not be construed as waiving any of Augusta, Georgia's sovereign immunities conferred to it.

16. Waivers of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of the Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with terms hereof.

17. Time of Essence: Time is of the essence of this Agreement.

18. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.

19. Insurance: Lessee hereby agrees to maintain at all times at Lessee's expense, comprehensive general public liability insurance coverage for claims against bodily and property damage occurring in connection with the use and occupancy of the leased premises in an amount not less than one million dollars ($1,000,000.00) on account of an occurrence, with an aggregate limit of one million dollars ($1,000,000.00). Lessee hereby agrees to also maintain at all times at Lessee's expense, Workmen's Compensation Insurance. All policies including insurance coverage requirement to be maintained by Lessee shall be issued by an insurance carrier or carriers, licensed to do business in the State of Georgia having an "A" or better rating. Upon request, Lessee and Lessor thereof shall provide a certificate of all insurance required hereunder to the other. Augusta, Georgia shall be named as an additional insured, except for worker's compensation, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

20. Open Records: The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

21. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia.

22. Venue: All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Lessee, by executing this

Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

23. Acknowledgement. Lessee acknowledges that this Lease 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, Lessee is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Lessee'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 Lessee may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Lessee 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 Lessee. Lessee 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

24. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended in writing signed by both parties. If any term or provision

of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LESSOR: AUGUSTA, GEORGIA

By: _____
The Honorable Garnett L. Johnson
Mayor
Date: _____

By: _____
Lena J. Bonner
Clerk of the Commission
Date: _____

DEPARTMENT APPROVAL:

By: _____
Maurice McDowell
Director, Augusta Parks & Recreation
Date: _____

LESSEE: Augusta National, Inc.

By: _____
Name: Steven P. Ethun
Title: Senior Director, Masters Tournament
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Public Services Committee Meeting

Meeting Date: January 31, 2023

Motion to approve the MOU with Aiken-Augusta Swim League for 2023

Department:	Parks & Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve the memorandum of understanding with Aiken-Augusta Swim League (ASL) for the usage of the Augusta Aquatic Center in 2023.
Background:	Augusta and ASL entered into an agreement for the usage of the Augusta Aquatic Center in 2021. The agreement is set to expire on December 31, 2022.
Analysis:	The conditions of the agreement have not been changed from the current conditions.
Financial Impact:	The agreement provides the means to charge ASL the fees for the usage of the facility for swim practice and events.
Alternatives:	1. To move to approve 2. To move to no action
Recommendation:	1. To move to approve
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

MEMORANDUM OF UNDERSTANDING BETWEEN
AIKEN-AUGUSTA SWIM LEAGUE
AND
AUGUSTA, GEORGIA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 20_____, by and between AUGUSTA, GEORGIA ("Augusta"), a political subdivision of the State of Georgia and the Aiken-Augusta Swim League ("ASL"), known collective as the "Parties," and clarifies the roles and responsibilities of the Parties regarding the use of the Augusta Aquatic Center.

WHEREAS, Augusta and ASL deem that it would be beneficial to both the Augusta taxpayers and local Augusta residents for ASL and Augusta to enter into a partnership and jointly provide certain programming and certain services at the Augusta Aquatic Center, 3157 Damascus Road, Augusta, GA 30909; and

WHEREAS, Augusta will continue and accept the responsibility to staff, develop, and implement sound programs for the best interest of this community; and

WHEREAS, ASL will continue to develop a professional swim program at the Augusta Aquatic Center, open and available to qualified youth participants;

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL RESPONSIBILITIES OF ASL

1. ASL shall provide sufficient staff members for the delivery of its swim program.

    i."Staff," "staff members," and/or "members of staff" is hereby defined as individuals who are certified in CPR and First Aid and are employees of ASL.

    ii. All staff members shall be subject to a background check, drug and alcohol testing, and any other pre-employment or employment guidelines set by Augusta for ASL, the Augusta Aquatic Center, and/or non-specific guidelines for operators and/or program facilitators of/at facilities owned by Augusta. ASL shall communicate to staff members all restrictions, obligations, and responsibilities of ASL and ASL's staff members.

2. ASL shall provide adequate staffing levels at the Aquatic Center during youth programming.

    i. "Youth programming" are activities or events that are primary designed, dedicated, or intended for persons 18 years of age or younger, or for groups of people that are likely to include persons 18 years of age or younger, such as swim lessons and/or swim practice.

ii. Adequate staffing levels during youth programming is at the sole discretion of the Director of the Parks and Recreation Department of Augusta, but at no time shall be less than one staff member per twenty persons 18 years of age or younger ("staff/youth ratio"). The Director of the Parks and Recreation Department of Augusta reserves the right to modify the staff/youth ratio at any time, for any reason or for no reason, for any particular event or programming, for a series of events or programming, or for all youth programming at the Augusta Aquatic Center and/or conducted by ASL.

iii. ASL shall not conduct youth programming with an insufficient staff/youth ratio. If at any time during a youth program the staff/youth ratio is not equal to 1/20 or greater, or not equal to what had been modified by the Director of the Parks and Recreation Department of Augusta or greater, ASL shall end the youth program immediately, taking into account the health and safety of participants, and may continue the program only when the staff/youth ratio complies with this subparagraph. For the purpose of this subparagraph, and in order to accurately determine the staff/youth ratio, lifeguards supervising the lap pool are counted towards the staff.

3. ASL shall be an organization incorporated by the State of Georgia, and at all times maintain good standing as such. ASL shall at all times be a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. At the annual meeting, ASL shall provide the Director of the Parks and Recreation Department of Augusta proof of its good standing as an incorporated organization and its IRS tax filing for the previous financial year.

4. ASL shall meet with Augusta annually ("the annual meeting") to discuss operations and programs, as well as any changes, modifications, or amendments to this MOU and/or any fees that may need to be modified or implemented. The annual meeting shall be held no later than June 30 of the calendar year.

5. ASL agrees to indemnify and hold harmless Augusta and its employees and agents from and against any and all liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees, arising out of or resulting from ASL's operation of the professional swim program or any other part of this MOU. ASL further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to itself and/or any individuals employed or retained by it in connection with any changes, additions, alterations, modifications and/or improvements made to the Augusta Aquatic Center, and hereby releases Augusta and its officers, employees, representatives and agents from liabilities, claims, suits, demands, damages, losses and expenses, including attorneys' fees in connection with the aforementioned.

6. ASL shall, at all times that this MOU is in effect, cause to be maintained in force and effect an insurance policy that will insure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring, as a

result of any negligent error, act or omission of ASL during the term of this MOU. ASL shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to ASL's liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be non-cancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by ASL is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by ASL under this MOU:

i. *Commercial General Liability* – Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

ii. *Additional Insured* – ASL agrees to endorse Augusta as an Additional Insured on the Commercial General Liability Insurance Policy. The Additional Insured shall read 'Augusta as its interest may appear'.

iii. *Certificate of Insurance* – ASL agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If ASL receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, ASL agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

7. ASL shall follow all safety guidelines set forth by Augusta. ASL shall immediately notify Augusta of any violation of law, including but not limited to trespass, burglary, theft, assault, and/or battery. ASL shall immediately notify Augusta in the event of any property damage to the Aquatic Center. ASL shall immediately notify Augusta in the event of any medical emergency, accident resulting in injury or property damage, or in the event of break-ins, property damage, emergencies, injuries, or incidents. An Augusta-issued incident report must be submitted immediately following any such incident.

8. ASL shall abide by all federal, state, and local laws.

II. GENERAL RESPONSIBILITIES OF AUGUSTA

1. Augusta shall provide utilities for the Augusta Aquatic Center, as well as provide repairs and technical and general maintenance. Augusta shall provide for trash collection and recycling from the existing refuse and recycling bins on the premises of the Aquatic Center. Augusta shall provide janitorial supplies for the Aquatic Center.

2. Augusta shall comply with all federal, state, and local laws, including, but not limited to, ensuring that the Augusta Aquatic Center complies with the Americans with Disabilities Act (ADA).

3. Augusta shall provide guidelines, manuals, or rules concerning any obligation or responsibility of ASL under this MOU.

4. Augusta shall be responsible for managing any and all improvements to the Augusta Aquatic Center, surrounding park space, or other property owned by Augusta regardless of funding source.

5. Augusta shall provide, at all times, contacts for persons within Augusta to ASL for ASL to perform its obligations and responsibilities under this MOU.

6. Augusta shall make the Augusta Aquatic Center available to ASL during regular hours of operation. Regular hours of operation are subject to change within reasonable notice at the discretion of the Director of the Parks and Recreation Department of Augusta.

7. Augusta shall give advance notice to ASL if for any reason a temporary reduction in service is necessary and/or not avoidable. Such service reductions may occur due to facility rentals, special events, safety concerns - included but not limited to shortage of staff, and maintenance concerns that require a facility closure. If possible and known at the time, the advance notice shall be given no less than one (1) week before the service reduction, or if the issue requires immediate attention, all reasonable effort shall be made by Augusta to notify ASL as soon as possible.

III. SPECIFIC RESPONSIBILITIES OF ASL

1. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a written request for lane space and practice times. The request shall be based on the number of participants in the swim program, and shall take into consideration the public’s need for swim space as well as other groups, teams and programs.

2. During the annual meeting, ASL shall provide the Augusta Aquatic Center with a list of planned swim meets with approximate dates for the following year. Any additions, deletions, or modifications to this list shall be made at least six (6) weeks before the intended date of the swim meet.

3. ASL shall pay a monthly usage fee for swim practice in the amount of $4000 for the months of January through July and the months of September through December. There shall be no swim practice and therefore no monthly usage fee for the month of August.

i. ASL shall be charged monthly post-usage, and payment of such fees will be due within ten (10) days of the date of each invoice.

ii. These fees cover swim practice during regular hours of operation and the following additional items:

- One (1) Storage room, located on the second floor of the Augusta Aquatic Center,
- Four (4) Swimming pool equipment tote-masters, used to store practice items on the pool deck,
- Use of the conference room for the monthly board meeting of ASL if available.

iii. The monthly usage fee shall be prorated if the Augusta Aquatic Center is not available for more than 3 consecutive training days, or for more than 5 days in a given month, due to maintenance issues, other recreational activities preventing swim practice, or events of a similar nature. This prorated fee does not apply to Force Majeure events as defined in Section VI, Subsection 4. All prorated fees will be applied to the following month's fees as a statement credit.

4. ASL shall enter into and sign a lease agreement with Augusta for each planned swim meet no later than 8 weeks before the meet date.

i. In accordance with Augusta's facility rental policies, a non-refundable deposit payment is due on the date of the MOU, the remaining balance is due thirty (30) days prior to the event. The amount of the deposit is $800 per full meet and $500 for One-Day-Meets.

ii. The rental fee is $8,000.00 per full meet (Friday-1/2 day and Saturday & Sunday-full days) and $3,000 for One-Day-Meets.

iii. The rental fee includes all charges, fees and payments for the swim meet, and specifically covers the following items:

- Exclusive use of the Augusta Aquatic Center (lap pool, recreation pool, pool deck, meeting room, changing rooms, visitor / spectator gallery);
- Exclusive use of the concession room (when not used for concessions sales by Augusta);
- Fees for the usage of equipment such as timing systems (subject to availability);
- Fees for additional staff such as police officers and/or fire marshals; and
- Fees for Aquatic Center staff, including maintenance and cleaning staff.

5. ASL may make requests for material improvements of the Augusta Aquatic Center during the annual meeting. Any request shall be made in writing, and identify the needs, costs and potential benefit for ASL, the Augusta Aquatic Center, and/or Augusta.

6. As a member of the Augusta Aquatic Center community, ASL shall at all times follow all rules, regulations, and guidance in place. ASL, Augusta, the Augusta Aquatic Center, and the staff and memebrs of those respective agencies shall treat each other as

partners, with respect, and with a mutual understanding of their commitment to providing the highest level of safety and service to the guests and visitors of the Augusta Aquatic Center.

IV. SPECIFIC RESPONSIBILITIES OF AUGUSTA

1. Augusta shall allocate swim lanes for swim practice to ASL under the principles laid out herein.

i. The Augusta Aquatic Center operates the lap pool in two modes, based on season. Between late March and early August, the lap pool will be operated as long course pool, with eight (8) 50-meter-lanes. Between early August and late March, the lap pool will be operated as short course pool, with eighteen (18) 25-meter-lanes. The exact dates shall be determined at the discretion of the Director of Parks & Recreation or a staff member authorized by the Director and are subject to change on an as-needed-basis.

ii. During the annual meeting, Augusta will receive the written request for lane space and practice times. Augusta shall make a candid and benevolent assessment of the needs laid out by ASL and shall consider the request made to the best of Augusta's ability, while also considering, balancing and providing public access to practice space, programming needs by Augusta, and other requests for lane space and practice times such as but not limited to local high schools, and other swim teams.

iii. Augusta shall notify ASL about the determination made and identify allocated swim lanes and practice times in writing.

iv. Under the terms of this MOU, ASL shall at a minimum be allocated swim lanes as follows:

- Short Course: Thirteen (13) lanes
- Long Course: Five (5) lanes

v. ASL shall be allowed the use of one (1) additional lane during both short course and long course setup, as long as that swim lane is not needed for public swim or programming by Augusta. Aquatic Center staff shall make sound and considerate judgement in determining that need.

2. During swim meets, Augusta shall provide the following services to ASL:

i. Augusta shall provide at a minimum one (1) facility maintenance staff and one (1) facility superintendent on site throughout the entirety of the swim meet. During the duration of the meet, the superintendent shall be available for all technical questions regarding the Augusta Aquatic Center. Maintenance staff shall assist with maintenance and cleaning inside and around the facility.

ii. Augusta shall provide for lifeguards, fire marshals and police officers to be present at the swim meet. The determination of required staffing levels are made at the discretion of the Director of Parks & Recreation, in conjunction with guidance through the Sheriff's Office, the Fire Department, and in observance of all applicable rules, policies, guidelines and laws.

iii. Augusta may choose to provide concession sales during certain times or all times of a swim meet at Augusta's discretion. Should Augusta choose to provide concession sales during a swim meet, ASL shall receive a statement credit of twenty-five (25) percent of the net concession sales revenue, usable towards payment for future rentals.

3. Augusta shall undertake any and all reasonable effort to maintain the Augusta Aquatic Center and to implement and maintain material improvements. In doing so, Augusta shall take into consideration the needs and requirements of the community and of the partners at the Augusta Aquatic Center, such as ASL. All improvements and maintenance are subject to availability of funding and follow Augusta's guidelines and procedural policies. No item, tool, utensil, equipment, and/or system shall be made part of the Augusta Aquatic Center without prior written approval of the Director of Parks & Recreation, or the appropriate Augusta approval authority.

V. GENERAL TERMS

1. The law of the State of Georgia shall govern the MOU between Augusta and ASL with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and ASL arising out of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. ASL, by executing this MOU, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

2. ASL 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, ASL is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of ASL's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ASL may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ASL agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if ASL provides goods or services to Augusta in excess of any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by ASL. ASL assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to

other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity.

3. The terms of this MOU supersede any and all provisions of the Georgia Prompt Pay Act.

4. The term of this MOU shall terminate absolutely and without obligation on the part of Augusta each and every December 31st, unless terminated earlier in accordance with the termination provisions of the MOU. The term of this MOU shall begin on January 1, 2023 and terminate absolutely and without obligation on the part of Augusta on December 31, 2023, unless terminated earlier in accordance with the termination provisions of the MOU.

5. This MOU shall supersede any and all previously executed agreements between the parties.

6. This MOU constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU.

7. In the event that the terms and conditions of this MOU are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this MOU, nor will such non-enforcement prevent such party from enforcing each and every term of this MOU thereafter.

8. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

9. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than ASL and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

10. Neither party, or its agents or employees, is an agent, employee, or servant of the other party.

11. Except as otherwise provided in this MOU, ASL may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta.

VI. TERMINATION AND NOTICES

1. To the extent that it does not alter the scope of this MOU, Augusta may unilaterally order a temporary halt of the performance by ASL under this MOU upon written notice.

2. All notices, demands and requests which may be required to be given by the Lessor or the Lessee to the other shall be in writing and shall be deemed to have been properly given when postage sent prepaid by registered and certified mail (with return receipt requested) addressed as follows:

If intended for ASL:
Aiken-Augusta Swim League
P. O. Box 2896
Augusta, GA 30901

If intended for Augusta:
Office of the Mayor
Attn: Hardie Davis, Jr.
535 Telfair St. Suite 200
Augusta, GA 30901

Copy:

Augusta Parks & Recreation Department
Director Maurice McDowell
2027 Lumpkin Road
Augusta, GA 30906

3. The parties may terminate this MOU in part or in whole upon sixty (60) days' written notice to the other party.

4. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local

states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

Aiken-Augusta Swim League	Augusta, Georgia
By:_____	By:_____
Name:_____	Name: Hardie Davis, Jr.
Title:_____	Title: Mayor
Date:_____	Date:_____

ATTEST: (SEAL)

By: _____

Name: Lena J. Bonner

Title: Clerk of the Commission

Date: _____

Public Services Committee

Meeting Date: January 31, 2023

Sustainability and Design Standards: Zoning Ordinance

Department:	Planning & Development
Presenter:	Carla Delaney, Director of Planning & Development
Caption:	Motion to approve the Planning Commission working on Sustainability & Design Standards for potential incorporattion into the Zoning Ordinance.
Background:	The Planning Commission is seeking permission to make recommendations regarding updates to the Zoning Ordinance with an emphasis on the sustainability and design of residential developments.
Analysis:	In the review and recommendation stage of applications to the Augusta Commission, concerns have been raised about the quality of the residential developments being proposed. Meetings with the entities directly related to residential development may be necessary.
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve the Planning Department and Planning Commission reviewing and recommending sustainability and design standards to the Augusta Commission.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Committee Meeting

Meeting Date: Tuesday, January 31, 2023

Administrative Services Human Resource

Department:	Human Resource
Presenter:	Anita Rookard
Caption:	Motion to approve the Human Resource Department to enter into a third-party agreement for the marketplace platform to assist Augusta, Ga employees in locating childcare service providers.
Background:	Human Resources department has noticed a need of our employees and has located a service provider to assist our employees who are not able to find daycare. WeeCare provides a marketplace platform to assist with connecting parents or guardians with childcare services for both children and adults.
Analysis:	Human Resource Department is requesting to enter into a third-part agreement with Wee Care who will assist our employees in seeking childcare for both children and adults. The terms of the contract is for a two year period at a cost of $28,000.00 per year for a total initial term fee of $56,000.
Financial Impact:	HR has included funding for these services in the FY2023 budget, No additional funding is needed.
Alternatives:	Not approve and hinder our employees from finding adequate daycare options available to them.
Recommendation:	Motion to approve the Human Resource Department to enter into a third-party agreement for the marketplace platform to assist Augusta, Ga employees in locating childcare service providers.
Funds are available in the following accounts:	#6011140 New programs for Human Resource
REVIEWED AND APPROVED BY:	Anita Rookard

WEECARE MASTER SERVICES AGREEMENT

This WeeCare Master Services Agreement (this "***Agreement***"), effective as of 12/30/22 (the "***Effective Date***"), is by and between WeeCare, Inc., a Delaware corporation ("***WeeCare***") and Augusta, Georgia, a political subdivision of the State of Georgia, ("***Customer***"). WeeCare and Customer may be referred to herein collectively as the "***Parties***" or individually as a "***Party***."

WHEREAS, WeeCare provides a marketplace platform to connect parents or guardians and childcare services providers (the "***WeeCare Platform***");

WHEREAS, Customer desires to offer access to the WeeCare Platform and other associated services provided by WeeCare, as a corporate benefit, to Customer's employees, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

(a) Services. Subject to the terms and conditions of this Agreement, WeeCare will provide Company the services associated with the WeeCare Platform set forth in the statement of work (a "***SOW***") attached hereto as Exhibit A and any other SOW executed by the Parties pursuant to Section 1(b) (collectively, the "***Services***").

(b) SOWs. From time-to-time in connection with this Agreement, the Parties may mutually agree in writing to execute additional SOWs under this Agreement. Upon the execution of any SOW by an authorized representative of each Party, such SOW will be deemed a part of and subject to the terms and conditions of this Agreement. In the event that any provision set forth in a SOW conflicts with any provision of the main body of this Agreement, such provision of this Agreement will supersede and control to the extent of such conflict, except to the extent that specific language in a SOW expressly states that it supersedes particular language in this Agreement.

(c) Employee Information. Customer (or if otherwise agreed by the Parties, WeeCare) will provide Customer's designated employees with access to a WeeCare landing page where such employees may elect to opt-in to have access to the WeeCare Platform and may submit Employee Information to WeeCare.. Customer hereby represents, warrants and covenants that it has obtained from all of its applicable employees all rights and permissions necessary to provide such employees with access to such landing page, and for WeeCare to collect such Employee Information without violation of applicable laws, rules or regulations. For purposes of this Agreement, "***Employee Information***" means, with respect to each of Customer's employees, such employee's name, phone number, email and address and any other information designated as "Employee Information" in any applicable SOW.

(d) WeeCare Terms. Customer hereby acknowledges and agrees that all access to and use of WeeCare Platform by any of Customer's employees who have opted-in to obtain such access and use will be subject to the WeeCare Terms of Use (located at https://weecare.co/terms) and WeeCare Privacy Policy (located at https://weecare.co/privacy), each as may be updated from time-to-time (collectively, the "***WeeCare Terms***"). WeeCare hereby reserves the right to terminate or suspend access to the Services to any of Customer's employees who violated any provision of the WeeCare Terms.

(e) Cooperation. Customer will provide WeeCare with reasonable cooperation, assistance, access and information as necessary for WeeCare to perform the Services in accordance with this Agreement, including complete and accurate Employee Information, and any other specific assistance, information, cooperation or materials designated to be provided by Customer in any SOW.

(f) Feedback. From time-to-time Customer may provide WeeCare with suggestions, comments and feedback with regard to the WeeCare Platform or Services (collectively, "***Feedback***"). WeeCare may use all Feedback in connection with WeeCare's business purposes, including for the improvement and provision of the WeeCare Platform and Services.

2. **FEES AND PAYMENT**.

(a) Fees. Customer will pay WeeCare the fees, charges and expenses set forth in any SOW, which fees will be invoiced in writing by WeeCare to Customer on a annual basis, and payable to WeeCare within thirty (30) days after the date of such invoice. With respect to any invoice, Customer may notify WeeCare no later than fifteen (15) days prior to the applicable invoice due date, if Customer disputes in good faith the accuracy of fees set forth on any invoice (*e.g.*, in the event that a particular employee who previously opted into access the WeeCare Platform no longer works for Customer), with such notice to contain reasonable supporting evidence to support the basis of such dispute. WeeCare will promptly consider any such notice in good faith, and if WeeCare confirms such disputed amount in writing (email to suffice), then Customer will only be required to pay the undisputed amount on such invoice.

(b) Payments. All payments made under this Agreement to WeeCare will be made in U.S. dollars by wire transfer, credit card or ACH of immediately available funds to an account designated by WeeCare, or such other payment method mutually agreed by the Parties, and will be non-refundable. Any amounts due to WeeCare hereunder and not paid when due shall be a considered a material breach to this Agreement and grounds for termination. Neither Party will have any right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement for any reason.

(c) Taxes. Customer will be responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to WeeCare hereunder (including as set forth on any invoice issued by WeeCare), other than any taxes imposed on WeeCare's income. Without limiting the foregoing, in the event that Customer is required to deduct or withhold any taxes from the amounts payable to WeeCare hereunder, Customer will pay an additional amount, so that WeeCare receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

3. **CONFIDENTIAL INFORMATION**.

(a) Confidential Information. Any information that one Party provides to the other Party during the Term that is identified at the time of disclosure as confidential or, given the circumstances of disclosure or the nature of the information, reasonably should be considered to be confidential will be "***Confidential Information***" of the disclosing Party (the "***Disclosing Party***"). The WeeCare Platform, the Services and the pricing set forth in this Agreement will be deemed the Confidential Information of WeeCare hereunder.

(b) Obligations. Each Party (the "***Receiving Party***") will maintain the other Party's Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise or enforce its rights under this Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those affiliates, employees, representatives, or contractors of the Receiving Party who

have a bona fide need to know such Confidential Information to perform its obligations or exercise or

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enforce its rights under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement; or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(c) Permitted Disclosures. Nothing in this Agreement will prohibit or limit either Party's use of information (i) rightfully known to it prior to receiving it from the Disclosing Party (as can be demonstrated by reasonable supporting evidence and written documentation); (ii) independently developed by or for it without use of or access to the other Party's Confidential Information (as can be demonstrated by reasonable supporting evidence and written documentation); (iii) permissibly acquired by it from a third party which is not under an obligation of confidence with respect to such information (as can be demonstrated by reasonable supporting evidence and written documentation); or (iv) which is or becomes publicly available through no breach of this Agreement. This Agreement is subject to the Georgia Open Records Act, including all its terms and conditions. If it is necessary for WeeCare to prevent the disclosure of Confidential Information, WeeCare shall abide by the requirements of the Georgia Open Records Act stated in Section 7 (j) below. However, such Confidential Information of each Party, but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or bona-fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

(d) Press Release. Neither Party will make any public disclosure or issue any press release with respect to the relationship between the Parties under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, WeeCare may use and refer to Customer's name for marketing and/or due diligence purposes, including, without limitation, as part of WeeCare's customer lists or other marketing materials.

4. **REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**.

(a) General. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

(i) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(ii) Such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and has obtained all rights and consents necessary to grant the licenses set forth herein;

(iii) This Agreement has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof; and

(iv) The execution and delivery of this Agreement by such Party does not conflict with any agreement or any provision thereof, or any instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such Party.

(b) DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND WEECARE PLATFORM (INCLUDING THE INFORMATION AND CONTENT AVAILABLE THROUGH THE WEECARE PLATFORM) ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WEECARE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING,

BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES AND AGREES THAT WEECARE DOES NOT PROVIDE CHILDCARE SERVICES, AND WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION OF ANY CHILDCARE OR DAYCARE PROVIDER THAT IS LISTED ON THE WEECARE PLATFORM.

(c) WeeCare Indemnification. Subject to Section 4(d) and 4(e), WeeCare will defend Customer against any claim, suit or proceeding brought by a third party ("***Claims***") (i) alleging that the WeeCare Platform infringes or misappropriates such third party's intellectual property rights; or (ii) arising from any significant malfunction or defect in the WeeCare Platform, and, in each case, will indemnify and hold harmless Customer against any damages and costs awarded against Customer or agreed in settlement by WeeCare (including reasonable attorneys' fees) resulting from such Claim.

(d) Exclusions. WeeCare's obligations under Section 4(c) will not apply if the underlying third-party claim arises from or as a result of allegations of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any information or materials provided by WeeCare; (iii) modifications to the WeeCare Platform by anyone other than WeeCare; or (iv) combinations of the WeeCare Platform with software, data or materials not provided by WeeCare.

(e) Indemnification Procedures. Customer will promptly notify WeeCare of any Claim for which indemnity is being sought under Section 4(c), and will reasonably cooperate with WeeCare in the defense and/or settlement thereof. WeeCare will have the sole right to conduct the defense of any claim for which the WeeCare is responsible hereunder (provided that WeeCare may not settle any claim without Customer's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Customer from all liability without prejudice, does not require any admission by the Customer, and does not place restrictions upon Customer's business, products or services). Customer may participate in the defense or settlement of any such claim at its own expense and with its own choice of counsel.

5. **LIMITATIONS OF LIABILITY.**

(a) Exclusion of Damages. EXCEPT FOR PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES OR THE WEECARE PLATFORM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) Total Liability. EXCEPT FOR PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, OR THE SERVICES OR THE WEECARE PLATFORM, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO WEECARE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO SUCH LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR

OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE

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POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 5 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN WEECARE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

(d) Insurance. Prior to the commencement of the Services, the Contractor shall provide evidence satisfactory to Customer that it has secured the following types and amounts of insurance:

(1) Workers' compensation insurance covering all employees and principals of the Contractor, in a minimum amount of $1 million per accident;

(2) Commercial general liability insurance covering third party liability risks, including without limitation, contractual liability, in a minimum amount of $1 million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be twice the occurrence limit;

(3) Commercial auto liability and property insurance covering "any auto" with a minimum limit of $1 million combined single limit per accident for bodily injury and property damage.

(4) Technology Errors and Omission liability insurance appropriate to Contractor's profession. Such insurance shall be in an amount not less than $850,000 per claim, and shall be endorsed to include contractual liability.

The commercial general liability and automobile policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by Customer to add the following provisions to the insurance policies: (1) the City, its officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects Customer, its officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by Customer or its officials, officers, employees or agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. All policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by Customer to add the following provisions to the insurance policies: (1) coverage shall not be canceled or reduced by either party except after thirty (30) days prior notice has been given in writing to Customer; provided, however, in the case of non-payment of premium, ten (10) days notice will be provided; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Customer, its officials, officers, employees and agents.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Customer, its officials, officers, employees and agents. All Insurance is to be placed with insurers with a current A.M. Best's rating no less than B+:VIII, licensed to do business in Georgia, and satisfactory to Customer.

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to Customer. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by Customer if requested. All certificates and endorsements must be received and approved by Customer before work commences. Customer reserves the right to require complete, certified copies of all required insurance policies, at any time.

6. **TERM AND TERMINATION**.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement or extended by mutual written agreement of the Parties, will continue in effect until the expiration of the last to expire SOW under this Agreement (the "***Term***").

(b) Termination for Cause. Without limiting any right or remedy available to either Party, either Party may terminate this Agreement effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice detailing the nature of such breach.

(c) Survival. This Section 6(c) and Sections 1(d), 1(f), 2, 3, 4(b), 5, 6(d), 6(e) and 7 survive any termination or expiration of this Agreement.

(d) Employee Notification on Termination. Customer acknowledges and agrees that Customer will be solely responsible for notifying its employees in advance of any termination or expiration of this Agreement that their access to the WeeCare Platform via the Services will cease immediately upon any such termination or expiration except as may be otherwise expressly agreed between any such employee and WeeCare.

(e) Effect of Termination. Upon expiration or termination of this Agreement: (i) each Receiving Party will return or destroy, at the Disclosing Party's sole option, all Confidential Information of the Disclosing Party in its possession or control, including permanent removal of such Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Receiving Party's possession or under Receiving Party's control, and at Disclosing Party's request, Receiving Party will certify in writing to Disclosing Party its compliance with the provisions of this Section 6(d); and (ii) for clarity, Customer will pay all previously accrued amounts due to WeeCare hereunder in accordance with Section 2.

(f) Termination For Convenience: Either Party may voluntarily terminate this Agreement at any time upon one hundred and eighty (180) days advance written notice to the other party of its intention to terminate. Upon such termination WeeCare shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement, for clarification, all amounts owed under any agreed upon SOW shall become due within 30-days after the termination date of this agreement, including SOWs where payment terms are due over multiple years plus, (2) such other cost actually incurred by WeeCare as are permitted and approved by Customer. All notice correspondence shall be forwarded by certified mail to the persons and locations as provided herein above.

7. **MISCELLANEOUS**.

(a) Entire Agreement. This Agreement, together with all SOWs and any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder will be in writing and will be deemed effective when personally delivered, when received by electronic means (with no bounceback message received), when delivered by overnight courier or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to WeeCare:

WeeCare Inc.
5521 N University Dr Suite 104
Coral Springs, FL 33067
Attention: Greg Crisci, Head of Childcare Benefits
Email: greg@weecare.co

If to Customer:

Augusta, Georgia, a political subdivision of the State of Georgia
535 Telfair Street, Suite 400
Augusta, GA 30901
Attention: Anita Rookard
Email: ARookard@augustaga.gov

or to such other address or number, and to the attention of such other person or officer, as any Party may designate, at any time, in writing in conformity with these notice provisions.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. WeeCare acknowledges that this Agreement 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, WeeCare is deemed to possess knowledge concerning Customer's ability to assume contractual obligations and the consequences of Weer's provision of goods or services to Customer under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that WeeCare may be precluded from recovering payment for such unauthorized goods or services. Accordingly, WeeCare agrees that if it provides goods or services to Customer under a contract that has not received proper legislative authorization or if WeeCare provides goods or services to Customer in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Customer may withhold payment for any unauthorized goods or services provided by WeeCare. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to Customer, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Customer, 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. Notwithstanding the forgoing, Customer shall provide WeeCare a certified copy of the legislative authorization from the Board of Commissioners for this Contract, and any amendment, change order, modification, addition of deliverables, or similar document. Customer further acknowledges that WeeCare shall not commence any work that is contained in any this Contract or any amendment, change order, modification, addition of deliverables, or similar document, until it has received said certified copy of the legislative authorization, and that WeeCare shall not be liable under this Agreement, or under law or equity, for any delays which are due to its not timely receiving said legislative authorization

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement

or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the law of the State of Georgia without regard to any conflict of law rules of such state. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The Parties hereby acknowledge and agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement will be brought in the federal and state courts sitting in Richmond County, Georgia, so long as one of such courts will have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement will be deemed to have arisen from a transaction of business in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether 6 within or without the jurisdiction of any such court, and each Party hereby irrevocably consents to service of process in connection with any such suit, action or proceeding by registered mail to such Party at the applicable address set forth in Section 7(b).

(f) Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's express prior consent. Notwithstanding the foregoing, WeeCare may assign this Agreement without consent to a successor in interest or acquirer in case of merger, acquisition or sale by WeeCare of all or substantially all of its shares or the assets to which this Agreement relates or to a successor entity in connection with an internal reorganization or entity conversion; provided that any such assignee agrees in writing to be bound by all the obligations of WeeCare under this Agreement. Any attempt to assign or transfer this Agreement in contravention of the foregoing will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

(g) Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, ordinary course mechanical or electrical degradation and/or failure, material changes in law, pandemics, epidemics, public health emergencies, war, terrorism, riot, or acts of God.

(h) Subcontracting. WeeCare may use subcontractors, vendors and other third-party providers in connection with the performance of its obligations hereunder as it deems appropriate; provided that the WeeCare remains responsible for the performance of each such subcontractor, vendor or third-party provider and its compliance with the terms of this Agreement.

(i) No Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and permitted assigns.

(j) Georgia Open Records Act. WeeCare acknowledges that this Agreement and certain documentation that the Customer may receive may be subject to the Georgia Open Records Act (OCGA §50-18-70, et seq.) (hereinafter the "Act"). WeeCare shall cooperate in a commercially reasonable manner in

responding to such requests and shall make relevant non-exempt records that may be in its possession as defined in, and which are subject to the Act, available for inspection and copying as required under the Act. Confidential and Proprietary documentation and/or information that the Customer may receive from WeeCare shall be marked as such and shall attach an affidavit attesting to the confidential and proprietary nature of the documentation and/or information, and shall be subject to the relevant exclusions pursuant to the Act.

(k) Prohibition on Contingent Fees. WeeCare 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 WeeCare for the purpose of securing business and that WeeCare has not received any non-Client fee related to this Agreement without the prior written consent of Customer. For breach or violation of this warranty, Customer shall have the right to terminate this Agreement pursuant to this Section or at its discretion to deduct from the Agreement, the full amount of such commission, percentage, brokerage or contingent fee.

(l) Independent Contractor. The relationship of WeeCare to Customer is that of independent contractor and not that of partner, member, joint venturer, employee or agent. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties. This Agreement shall not be construed to make either Party the agent or legal representative of the other Party for any purpose whatsoever, and neither Party is granted any right or authority to assume or create any obligations for, on behalf of, or in the name of the other Party. Each Party agrees that it will neither represent, nor allow itself to be held out as an agent of, or partner or joint venturer with the other Party.

(m) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WeeCare, Inc.

By:
Name: Greg Crisci
Title: Head of Childcare Benefits

Augusta, Georgia, a political subdivision of the State of GA
By:
Name:
Title:

EXHIBIT A

SOW 1

This SOW dated December 30th, 2022 ("***SOW 1***") is made and entered into by and between WeeCare, Inc., a Delaware corporation ("***WeeCare***"), and Augusta, Georgia, a political subdivision of the State of GA ("***Customer***") pursuant to the terms of the WeeCare Services Agreement between the WeeCare and Customer dated December 30th, 2022 (the "***Agreement***").

Except as otherwise set forth in this SOW 1, this SOW 1 incorporates by reference, and is deemed to be a part of the Agreement. Any additional terms and conditions of this SOW 1 not included in the Agreement will apply only to the services covered by this SOW 1 ("***Services***") and not to services covered by any other SOW issued pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW 1 will have the meanings set forth in the Agreement.

1. **Description and Scope of Services**:

(a) Dedicated Care Management. WeeCare will provide the following Services to Customer:

For each employee of Customer who opts-in to receiving access to and use of the WeeCare Platform (each an "***Active Employee***") in connection with the Agreement:

i Concierge matchmaking, tour scheduling, placement, post-enrollment and parent support for Active Employees through dedicated care specialists who will be available 24 hours a day, and 7 days a week in connection with the WeeCare Platform.
ii Priority access to placement and waitlist at in-network childcare locations available through the WeeCare Platform.

(b) Employer Reporting. WeeCare will provide Customer with aggregate monthly reporting and analytics, which will include reporting in aggregate form regarding the number of its employees that are Active Employees along with other usage trends with respect to the WeeCare Platform and Services in any given month.

2. **Fees**: Customer will pay WeeCare an annual fee equal to $28,000 for a total Initial Term fee of $56,000.

3. **Term**: The term of this SOW 1 will commence on the Contract Start Date and continue for a period of twelve (24) months (the "Initial Term"), unless earlier terminated in accordance with the terms herein. Thereafter, this SOW 1 shall automatically renew for subsequent twelve (24) month periods (each, a "Renewal Term") unless either party notifies the other party in writing at least sixty (60) days prior to the scheduled expiration of the Initial Term or any Renewal Term of its intention not to renew this SOW 1. The Initial Term and Renewal Terms are collectively referred to herein as the "Term".

Contract Start Date: December 30th, 2022 (work commencement date)

Launch Date: January 23rd, 2023 (the date program will launch for employees)

IN WITNESS WHEREOF, the Parties hereto have executed this SOW 1 as of the date referenced above.

WeeCare, Inc.
By:
Name:
Title:

Augusta, Georgia, a political subdivision of the State of GA
By:
Name:
Title:

Statement of Work #2 to WeeCare Master Services Agreement

This Statement of Work #2 dated December 30th, 2022 ("***SOW 2***") is made and entered into by and between WeeCare, Inc., a Delaware corporation ("***WeeCare***"), and Augusta, Georgia, a political subdivision of the State of GA corporation ("***Customer***") pursuant to the terms of the WeeCare Master Services Agreement between the WeeCare and Customer dated December 30th,, 2022 (the "***Agreement***").

Except as otherwise set forth in this SOW 2, this SOW 2 incorporates by reference, and is deemed to be a part of the Agreement. Any additional terms and conditions of this SOW 2 not included in the Agreement will apply only to the services covered by this SOW 2 ("***Services***") and not to services covered by any other SOW issued pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW 2 will have the meanings set forth in the Agreement.

1. Term; Termination:

The term of this SOW 2 will commence on the date of this SOW 2 and continue for a period of twelve (24) months (the "***Initial Term***"), unless earlier terminated in accordance with the terms herein. Thereafter, the SOW 2 shall automatically renew for subsequent twelve (24) month periods (each, a "***Renewal Term***") unless either party notifies the other party in writing at least sixty (60) days prior to the scheduled expiration of the Initial Term or any Renewal Term of its intention not to renew this SOW 2. The Initial Term and Renewal Terms are collectively referred to herein as the "***Term***".

1. **Description and Scope of Services**:

(a) Baseline Annual Credits. At the start of the Initial Term, Customer will purchase **200 credits** from WeeCare that may be utilized by Customer's employees solely towards the purchase of back-up care services through the WeeCare Platform ("***Backup Care Credits***") in an amount equal to **$29,000** (the "***Baseline Annual Credit Amount***"). For purpose of clarity, back-up care services are defined as temporary drop-in care at our Family Child Care homes or may be redeemed within our network of Nannies & Babysitters who are enrolled, active, and background checked for a day or more; anything less than a day of care will be counted as a day. Each Backup Care Credit is worth $145. Depending on whether the Active Employee redeems a Backup Care Credit at one of our Family Child Care homes or within our network of Nannies & Babysitters, the Active Employee will be prompted to redeem the number of credits to cover that provider's cost. For example, a WeeCare Family Child Care home may require a single (1) Backup Care Credit while a Nanny or Babysitter may require two (2) Backup Care Credits. Any unused Backup Care Credits at the end of the Initial Term or any Renewal Term will roll over into and may be used during the subsequent Renewal Term. At the start of any Renewal Term, Customer will purchase additional Backup Care Credits to ensure that its balance of unused Backup Care Credits meets the Baseline Annual

Credit Amount; provided that the parties may mutually agree in writing on a new Baseline Annual Credit Amount that would apply on a going forward basis to the upcoming Renewal Term.

(b) Credit Usage and Distribution. Customer may distribute Backup Care Credits to its employees based on eligibility criteria that it determines in its discretion, and WeeCare will work with Customer to facilitate such distribution to Customer's employees through the WeeCare Platform. Backup Care Credits may not be transferred to any person or entity other than Customer's employees. Unused Backup Care Credits will expire upon the termination or expiration of this SOW 2 if not renewed pursuant to Section 1(a), and Customer will not be

(c) entitled to any refund from WeeCare for any unused Backup Care Credits as of any such termination or expiration.

(d) Reporting. Within fifteen (15) days after the end of each calendar month during the Term, WeeCare will provide Customer with a written or electronic report covering utilization of Backup Care Credits by Customer's employees, which will include Customer's then-current balance of unused Backup Care Credits as of the end of such month.

(e) Additional Credit Ordering. Customer may purchase additional Backup Care Credits by issuing a written or electronic purchase order or other written request to WeeCare (each, an "***Order***"), which will be deemed binding on the parties once confirmed or accepted by WeeCare. In the event of any conflict between an Order and this SOW 2, this SOW 2 will control.

2. **Fees**. Customer will pay WeeCare for any Backup Care Credits purchased (a) at the start of the Initial Term or any Renewal Term pursuant to Section 2(a) within thirty (30) days after the start of such Initial Term or Renewal Term, as applicable; and (b) pursuant to any Order within thirty (30) days after the date that such Order was issued.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of this SOW 2.

WeeCare, Inc.
By:
Name: Greg Crisci
Title: Head of Childcare Benefits

Augusta, Georgia, a political subdivision of the State of GA
By:
Name:
Title:

Administrative Services Committee

Meeting Date: 01/31/2023

HCD_ Laney Walker/Bethlehem new construction of two (2) single family home(s) approval request

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Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Development of (2) single-family workforce homes, new construction.

Background:

In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

This project involves the new construction of two (2) single family home(s) identified as 1508 & 1512 Twiggs Street, within Laney Walker/Bethlehem.

Address	Budget	Project Type
1508 Twiggs Street Augusta, GA 30901	$205,167.56	New Construction
1512 Twiggs Street Augusta, GA 30901	$205,167.56	New Construction

Note: 100% of funding returned to HCD upon home sale

Analysis: The approval of the contract will allow for development activities on these sites to begin.

Financial Impact: HCD utilizes Laney Walker Bethlehem Revitalization Project funds.
Contract Amount 1508 & 1512 Twiggs Street - $205,167.56

Alternatives: Deny

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Volume Income Properties, "VIP" and Capitalrise LLC, to develop new construction of two (2) single family units, identified as 1508 & 1512 Twiggs Street, within Laney Walker/Bethlehem.

Funds are available in the following accounts:

Funding: Laney Walker Bethlehem Revitalization Project Funds
GL Code: 298-07-7343-5413150

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

CONTRACT

between

AUGUSTA, GEORGIA

And

VOLUME INCOME PROPERTIES
in the amount of
$205,167.56 USD
Two Hundred Five Thousand and One Hundred Sixty Seven Dollars and 56/100
for Fiscal Year **2022**
Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT

1508 Twiggs Street

THIS AGREEMENT ("Contract"), is made and entered into as of the ___ day of _____ 2021 ("the effective date") by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Augusta"), acting through the Housing and Community Development Department (hereinafter referred to as "HCD") - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Volume Income Properties, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called ""VIP" " as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, "VIP", a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with "VIP" for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 92.504(c)(13) and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations; and

WHEREAS, "VIP" has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, "VIP" has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, "VIP" has requested, and Augusta has approved a total of **$205,167.56** in funding to perform eligible activities as described in Article I; below:

NOW, THEREFORE, the parties of this Agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: "VIP" agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. "VIP" agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- "VIP" will perform as procured developer, with Laney Walker/Bethlehem.
- "VIP" will perform new construction for one (1) single family detached home identified as property number **1508 Twiggs Street**.
- "VIP" will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- "VIP" will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
    - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. "VIP" is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond funds shall be used by "VIP" for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of $205,167.56**

1. Profit

An amount not to exceed percent (50%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to "VIP" for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1508 Twiggs Street.** The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1508 Twiggs Street.**

2. Developer's Fee

N/A

3. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

"VIP" shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by "VIP" will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, "VIP" shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

"VIP" will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, "VIP" may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay "VIP", a maximum of **$205,167.56** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to "VIP" 's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement.

2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of $205,167.56 **and** shall be on a pay for performance basis provided "VIP" and HCD determine the progress is satisfactory. "VIP" shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, "VIP" will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. When nearing 50%, the Developer, "VIP", should be prepared to pay their 50%: **$102,583.78** as agreed to HCD for material and labor only.

4. HCD will monitor the progress of the project and "VIP" 's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.

5. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. "VIP" and HCD shall share in the cost and proceeds of developing the residence at **1508 Twiggs Street** as follows:

6. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.

7. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any "VIP" deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to "VIP" .

8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until "VIP" and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by "VIP" for construction costs related to the development of one single family detached home identified as **1508 Twiggs Street.**

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and "VIP" in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

"VIP" shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1508 Twiggs Street**.

Liquidated Damages

"VIP" agrees to pay as liquidated damages to HCD the sum of two hundred dollars ($200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of "VIP". The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of "VIP". In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

"VIP" is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by "VIP" under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1508 Twiggs Street as** part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. "VIP" shall be paid a total consideration of no more than **$205,167.56** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and "VIP".
Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and "VIP" (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to "VIP", or any subcontractor hereunder.

B. "VIP" shall not use these funds for any purpose other than the purpose set forth in this Agreement.

C. Subject to "VIPs" compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.

E. Requests by "VIP" for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.

F. "VIP" shall maintain an adequate financial system and internal fiscal controls.

G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by "VIP".

H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

I. Upon the sale of the detached single-family home at **1508 Twiggs Street,** HCD is to provide "VIP" with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

"VIP" agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.
This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of "VIP". No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. "VIP" in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement).

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by "VIP". In such instances, "VIP" shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and "VIP".

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

A. "VIP" agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in "VIP" publications and/or advertisements. (24 CFR 570.601).

B. "VIP" agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

C. "VIP" agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.

D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

E. "VIP" agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).

F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), "VIP" agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. "VIP" agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).

H. "VIP" agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. "VIP" will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. "VIP" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. "VIP" will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. "VIP" agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

J. In accordance with Section 570.608 of the CDBG Regulations, "VIP" agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. "VIP" agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.

L. In accordance with 24 CFR part 24, subpart F, "VIP" agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Any publicity generated by "VIP" for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. "VIP" shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. "VIP" agrees to obtain all necessary permits for intended improvements or activities.

O. "VIP" shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

P. "VIP" agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007, Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D.

GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT**. "VIP" agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.

Q. 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 in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors 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 HCD at the time the subcontractors are retained to perform such physical services.

R. "VIP" agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**

S. "VIP" agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.

T. "VIP" will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. "VIP" will not discriminate against any person applying for shelter on the basis of religion. "VIP" will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect costs will only be paid if "VIP" has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.

V. HCD shall not approve any travel or travel related expenses to "VIP" with funds provided under this.

W. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

"VIP" is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of "VIP" or any subcontractor of "VIP" or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

A. In the event "VIP" materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until "VIP" cures any breach of the Agreement. If "VIP" fails to cure the breach, Augusta may suspend or terminate the current award of funds. "VIP" will not be eligible to receive any other funding.

B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to "VIP" for the purposes of offsetting the exact amount of damages once determined.

C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay "VIP" for documented committed eligible costs incurred prior to the date of notice of termination.

D. Notwithstanding any termination or suspension of this Agreement, "VIP" shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.

E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by "VIP" under this contract.

ARTICLE VIII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notices at the address indicated below:

Office of the Administrator
ATTN: Takiyah Douse, Interim City Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, Georgia 30901

With copies to:
Augusta Housing and Community Development Department
ATTN: Hawthorne Welcher, Jr., Director
510 Fenwick Street
Augusta, Georgia 30901

"VIP" will receive all notices at the address indicated below:

Volume Income Properties
ATTN: Lamont Brothers
14151 Montfort Dr. 229
Dallas, TX 75254

With copies to:
Capitalrise LLC
ATTN: Peter Tuchnya & Frank Klimes
2924 Aylesbury Drive
Augusta, GA 30909

ARTICLE IX. INDEMNIFICATION

"VIP" will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, "VIP" specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Agreement.

ARTICLE X. PRIOR AND FUTURE AGREEMENTS

This Document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. HCD is not obligated to provide funding of any kind to "VIP" beyond the term of this Agreement.

"VIP" 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 "VIP" for the purpose of securing business and that "VIP" has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. COUNTERPARTS

This Agreement is executed in two (2) counterparts– each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.

D. 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.

E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson , as its Mayor

Date: _____

By: _____
Takiyah Douse, as its Interim City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **Volume Income Properties**

By: _____
Owner

_____
Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.

   B. Georgia Energy Code International Energy Conservation Code (IECC-2015).

   C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   E. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.

3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.

4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Capitalrise LLC 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 Commissioner and approval of the Mayor. Under Georgia law, Capitalrise LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Capitalrise LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Capitalrise LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Capitalrise LLC 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 Capitalrise LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), 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.

_____
Name
CAPITALRISE LLC, Owner

EXHIBIT A

PROJECT SCHEDULE OF COMPLETION

"VIP" MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A- WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to "VIP" in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the project.
3. With HCD approval, "VIP" may use funds under this Agreement for the following purposes:
    a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
    a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
        i. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.
        ii. Assess liquidated damages of Two Hundred Dollars ($200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
    b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
        i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
        ii. To any acts of the Owner that hinder the progress of the work;
        iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
        iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and "VIP" in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole, in the form of an amendment to this contract.
5. New Construction Costs and Requirements

a. "VIP" will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
b. "VIP" must make sure contractors obtain and post all permits on job site.
c. "VIP" must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices
   a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
   b. The purchasers of houses constructed must meet the Augusta, GA requirements.
   c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.

CONTRACT

between

AUGUSTA, GEORGIA

And

VOLUME INCOME PROPERTIES
in the amount of
$205,167.56 USD
Two Hundred Five Thousand and One Hundred Sixty Seven Dollars and 56/100
for Fiscal Year **2022**
Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT

1512 Twiggs Street

THIS AGREEMENT ("Contract"), is made and entered into as of the ___ day of _____ 2021 ("the effective date") by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Augusta"), acting through the Housing and Community Development Department (hereinafter referred to as "HCD") - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Volume Income Properties, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called ""VIP" " as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, "VIP", a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with "VIP" for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 92.504(c)(13) and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations; and

WHEREAS, "VIP" has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, "VIP" has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, "VIP" has requested, and Augusta has approved a total of **$205,167.56** in funding to perform eligible activities as described in Article I; below:

NOW, THEREFORE, the parties of this Agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: "VIP" agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. "VIP" agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- "VIP" will perform as procured developer, with Laney Walker/Bethlehem.
- "VIP" will perform new construction for one (1) single family detached home identified as property number **1512 Twiggs Street**.
- "VIP" will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- "VIP" will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
    - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. "VIP" is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond funds shall be used by "VIP" for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of $205,167.56**

1. Profit

An amount not to exceed percent (50%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to "VIP" for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as1512 Twiggs Street**.** The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1512 Twiggs Street.**

2. Developer's Fee

N/A

3. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

"VIP" shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by "VIP" will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, "VIP" shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

"VIP" will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, "VIP" may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay "VIP", a maximum of **$205,167.56** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to "VIP" 's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement.

2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of $205,167.56 **and** shall be on a pay for performance basis provided "VIP" and HCD determine the progress is satisfactory. "VIP" shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, "VIP" will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. When nearing 50%, the Developer, "VIP", should be prepared to pay their 50%: **$102,583.78** as agreed to HCD for material and labor only.

4. HCD will monitor the progress of the project and "VIP" 's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.

5. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. "VIP" and HCD shall share in the cost and proceeds of developing the residence at **1512 Twiggs Street** as follows:

6. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.

7. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any "VIP" deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to "VIP" .

8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until "VIP" and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by "VIP" for construction costs related to the development of one single family detached home identified as 1512 Twiggs Street**.**

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and "VIP" in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

"VIP" shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as1512 Twiggs Street.

Liquidated Damages

"VIP" agrees to pay as liquidated damages to HCD the sum of two hundred dollars ($200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of "VIP". The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of "VIP". In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

"VIP" is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by "VIP" under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1512 Twiggs Street as** part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. "VIP" shall be paid a total consideration of no more than **$205,167.56** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and "VIP".
Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and "VIP" (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to "VIP", or any subcontractor hereunder.

B. "VIP" shall not use these funds for any purpose other than the purpose set forth in this Agreement.

C. Subject to "VIPs" compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.

D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.

E. Requests by "VIP" for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.

F. "VIP" shall maintain an adequate financial system and internal fiscal controls.

G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by "VIP".

H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

I. Upon the sale of the detached single-family home at1512 Twiggs Street**,** HCD is to provide "VIP" with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

"VIP" agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.
This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of "VIP". No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. "VIP" in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement).

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by "VIP". In such instances, "VIP" shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and "VIP".

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

A. "VIP" agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in "VIP" publications and/or advertisements. (24 CFR 570.601).

B. "VIP" agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

C. "VIP" agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.

D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

E. "VIP" agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).

F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), "VIP" agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. "VIP" agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).

H. "VIP" agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. "VIP" will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. "VIP" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. "VIP" will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. "VIP" agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

J. In accordance with Section 570.608 of the CDBG Regulations, "VIP" agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. "VIP" agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.

L. In accordance with 24 CFR part 24, subpart F, "VIP" agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Any publicity generated by "VIP" for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. "VIP" shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. "VIP" agrees to obtain all necessary permits for intended improvements or activities.

O. "VIP" shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

P. "VIP" agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007, Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D.

GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT**. "VIP" agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.

Q. 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 in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors 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 HCD at the time the subcontractors are retained to perform such physical services.

R. "VIP" agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**

S. "VIP" agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.

T. "VIP" will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. "VIP" will not discriminate against any person applying for shelter on the basis of religion. "VIP" will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect costs will only be paid if "VIP" has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.

V. HCD shall not approve any travel or travel related expenses to "VIP" with funds provided under this.

W. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

"VIP" is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of "VIP" or any subcontractor of "VIP" or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

A. In the event "VIP" materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until "VIP" cures any breach of the Agreement. If "VIP" fails to cure the breach, Augusta may suspend or terminate the current award of funds. "VIP" will not be eligible to receive any other funding.

B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to "VIP" for the purposes of offsetting the exact amount of damages once determined.

C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay "VIP" for documented committed eligible costs incurred prior to the date of notice of termination.

D. Notwithstanding any termination or suspension of this Agreement, "VIP" shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.

E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by "VIP" under this contract.

ARTICLE VIII. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notices at the address indicated below:

Office of the Administrator
ATTN: Takiyah Douse, Interim City Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, Georgia 30901

With copies to:
Augusta Housing and Community Development Department
ATTN: Hawthorne Welcher, Jr., Director
510 Fenwick Street
Augusta, Georgia 30901

"VIP" will receive all notices at the address indicated below:

Volume Income Properties
ATTN: Lamont Brothers
14151 Montfort Dr. 229
Dallas, TX 75254

With copies to:
Capitalrise LLC
ATTN: Peter Tuchnya & Frank Klimes
2924 Aylesbury Drive
Augusta, GA 30909

ARTICLE IX. INDEMNIFICATION

"VIP" will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, "VIP" specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Agreement.

ARTICLE X. PRIOR AND FUTURE AGREEMENTS

This Document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. HCD is not obligated to provide funding of any kind to "VIP" beyond the term of this Agreement.

"VIP" 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 "VIP" for the purpose of securing business and that "VIP" has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. COUNTERPARTS

This Agreement is executed in two (2) counterparts– each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.

B. Public Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million ($1,000,000) Dollars on account of any one occurrence.

C. Property Damage Insurance – in an amount of not less than One Million ($1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million ($1,000,000) Dollars.

D. 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.

E. Professional Liability Insurance – in an amount of not less than One Million ($1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed $1,000,000.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson , as its Mayor

Date: _____

By: _____
Takiyah Douse, as its Interim City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **Volume Income Properties**

By: _____
Owner

_____
Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.

   B. Georgia Energy Code International Energy Conservation Code (IECC-2015).

   C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   E. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.

3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.

4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Capitalrise LLC 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 Commissioner and approval of the Mayor. Under Georgia law, Capitalrise LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Capitalrise LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Capitalrise LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Capitalrise LLC 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 Capitalrise LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), 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.

_____
Name
CAPITALRISE LLC, Owner

EXHIBIT A

PROJECT SCHEDULE OF COMPLETION

"VIP" MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A- WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to "VIP" in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the project.
3. With HCD approval, "VIP" may use funds under this Agreement for the following purposes:
    a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
    a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
        i. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.
        ii. Assess liquidated damages of Two Hundred Dollars ($200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
    b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
        i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
        ii. To any acts of the Owner that hinder the progress of the work;
        iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
        iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and "VIP" in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole, in the form of an amendment to this contract.
5. New Construction Costs and Requirements

a. "VIP" will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
b. "VIP" must make sure contractors obtain and post all permits on job site.
c. "VIP" must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices
   a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
   b. The purchasers of houses constructed must meet the Augusta, GA requirements.
   c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.

Administrative Services Committee Meeting

Meeting Date: 01/31/2023

HCD_ Request to Approve Contractor Selection for Golden Harvest Food Bank Fresh Produce Warehouse Expansion Project

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to Approve Recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Produce Rescue Center (Warehouse) at GHFB's Augusta, GA location.

Background: With the Commission's approval of Augusta's acceptance of the award of $3,707,260 in Community Development Block Grant CARES Act (CDBG-CV) funds from the State of Georgia's Department of Community Affairs (GA DCA), in partnership with the CSRA Regional Commission, staff moved forward to implement the project to expand Golden Harvest Food Bank's Warehouse facility to increase food storage and distribution capacity.

Cheatham Fletcher Scott (CFS) was contracted to provide A/E services for this project and to facilitate the Bid Process in compliance with applicable laws and regulations. Initial bids for the project were received and all compliant bidders were over the estimated project budget. Golden Harvest directed CFS to negotiate with the low bidder for scope reductions and value engineering recommendations that could bring the total development cost down to a feasible dollar amount. The price is now $5,586,098 and Golden Harvest directed that RW Allen prepare a contract. Golden Harvest will contribute the Cash Match required to address the costs over and above those covered by the CDBG-CV Grant Award of $3.7mm.

Augusta Housing and Community Development (HCD) has been assigned by the Office of the Administrator to oversee Augusta, Georgia's interest in the DCA CDBG Funded Public Facility Project at Golden Harvest Food Bank on their behalf.

HCD reports to the Administrator's Office on a monthly basis regarding project updates/milestones. CSRA Regional Commission is responsible for reporting both DCA and to the City of Augusta on matters concerning timeline, funding, compliance reporting, etc.

Analysis: The proposed project will allow Golden Harvest Food Bank to collect fresh farm foods from local growers and distribute them to thousands of hungry residents across a 25-county service area. The CDBG-CV funds from DCA are critical to realizing the potential impact of this project, and GHFB's Board of Directors has committed to being responsible for all project costs beyond the $3.7mm CDBG-CV Grant Award.

Financial Impact: The City of Augusta has been awarded, in partnership with the CSRA Regional Commission, funding from the State of Georgia's Community Development Block Grant – CARES Act allocations (CDBG-CV) in the amount of $3,707,260 for this project. Golden Harvest has committed to covering the Cash Match of $3,114,591.00.

Alternatives: Do not approve Recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Fresh Food Warehouse at the GHFB location.

Recommendation: Approve Recommendation from Golden Harvest Food Bank to select RW Allen for award under CDBG-CV funding opportunity in Partnership with CSRA Regional Commission and Augusta, Georgia to expand the Produce Rescue Center (Warehouse) at 3310 Commerce Drive, Augusta, GA (30909).

Funds are available in the following accounts: State of Georgia Housing and Urban Development (HUD) Funds: Community Development Block Grant – Covid / CARES Act (CDBG-CV) – $3,707,260.00
Golden Harvest Private Funds (Cash Match Requirement) – $3,114,591.00

REVIEWED AND APPROVED BY:
Procurement
Finance
Law
Administrator
Clerk of Commission

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 9 day of January in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Golden Harvest Food Bank
3310 Commerce Drive
Augusta, GA 30909
706-736-1199

and the Contractor:
(Name, legal status, address and other information)

RW Allen Construction, LLC
1015 Broad Street
Augusta, GA 30901
706-733-2800

for the following Project:
(Name, location and detailed description)

Golden Harvest Produce Rescue Center
3301 Commerce Drive
Augusta, GA 30909

The Architect:
(Name, legal status, address and other information)

Cheatham, Fletcher, Scott Architects + Designers
420 ½ Eighth Street
Augusta, GA 30901
706-724-2668

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million Five Hundred Eighty-Six Thousand Ninety-Eight Dollars ($ 5,586,098), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Materials Testing	$10,000
Section 11400 – Appliances	$10,000
Sound Masking White Noise System	$15,000
Roller Shades	$4,000
Irrigation system	$10,000

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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10%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General conditions, Insurances, Permit fees and applications

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

At the Owner's sole discretion and upon completion of 50% of the project, the Owner may reduce retainage from 10% retainage on all approved work to 10% retainage on the 1st 50% and 0% retainage on the remaining 50% of work

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2 % Above Prevailing Prime Rate as published by Bank of America

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[X] Other *(Specify)*

Mediation

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

As stated in the contract documents

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Glenn Tomlinson – Project Manager
Golden Harvest Food Bank
gtomlinson@goldenharvest.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

John H. Martin – Executive VP
RW Allen Construction, LLC
jmartin@rwallen.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Attachment A	Drawing Index	9/23/2022

.6 Specifications

Section	Title	Date	Pages
See Attachment B	Project Manual Table of Contents	9/23/2022	5

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	11/14/2022	18
Addendum No. 2	11/23/2022	4
Addendum No. 3	11/23/2022	8
Addendum No. 4	11/28/2022	10

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attachment C	Proposed Cost Savings Summary Table	12/29/2022	1

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	JOHN H. MARTIN, EXECUTIVE VICE PRESIDENT *(Printed name and title)*

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Golden Harvest Produce Rescue Center
3301 Commerce Drive, Augusta, GA 30909

THE OWNER:
(Name, legal status and address)

Golden Harvest Food Bank
3310 Commerce Drive, Augusta, GA 30909

THE ARCHITECT:
(Name, legal status and address)

Cheatham, Fletcher, Scott Architects + Designers
420 1/2 Eighth Street, Augusta, GA 30901

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

§ 1.2.4 No responsibility, either direct or implied, is assumed by the Architect for omissions or duplications by Contractor or subcontractors due to real or alleged error in arrangement of matter in these Contract Documents.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 Contractor shall comply with provisions of Wage Decision No. GA220311, Federal Labor Standards Provisions, US Dept. of Labor provisions, and OSHA provisions as described in Specification Section 007301.

§ 3.4.5 Contractor shall comply with provisions of Community Development Block Grant (CDBG) Contract Conditions as described in Specification Section 007302.

§ 3.4.6 Contractor shall comply with provisions of Georgia Department of Community Affairs (DCA) Section 3 Solicitation Package as described in Specification Section 007303.

§ 3.4.7 Contractor shall comply with Community Development Block Grant (CDBG) Contract and Contractor Procurement Review Checklist as described in Specification Section 007304.

§ 3.4.8 After the Contract has been executed, the Owner and the Architect will not consider any formal requests for the substitution of products in lieu of those specified. All requests for substitution of products and materials are covered under the conditions set forth in Division 1 - General Requirements, Section 01631 - Product Substitutions, and in A.I.A. Document A701, Instructions to Bidders.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and except when installation is specified as part of the allowance as described in Division 1 - General Requirements, Section 01020 - Allowances.

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. At the Contractor's option, submit to the Architect a minimum of five (5) copies of all Shop Drawings, Product Data, Samples and similar submittals. Or, materials may be submitted electronically. The Architect will retain three (3) hard copies or electronic review documents for distribution to the Owner and the Engineer as applicable. No work shall be fabricated by Contractor save at his own risk, until approval from Architect is complete.

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§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

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§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

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§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with Clauses 7.3.11.1 through 7.3.11.6 below. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

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reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 In Subparagraph 7.3.4, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 8.5 percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, 7.0 percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.
4. For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, 7.0 percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be as determined in accordance with Subparagraph 7.3.6.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $2,000.00 be approved without such itemization.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall within fifteen (15) days after signing of the Contract Agreement, submit to the Architect a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The payment shall be sufficient to increase the total payments to 95 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and

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on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

§ 11.1.2.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished. The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation Insurance fully covering all persons engaged in the performance of this Agreement in accordance with Georgia Law.

2. Commercial General Liability Insurance on an occurrence basis with no less than the following limits:

General Aggregate Limit:	**$ 3,000,000.00**
Products Completed Operations Aggregate Limit:	**$ 3,000,000.00**
Personal Injury Limit:	**$ 1,000,000.00**
Each Occurrence Limit:	**$ 1,000,000.00**

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3. Automobile Liability Insurance (including owned, non-owned and hired vehicles):

Bodily Injury and Property Damage:	**$ 1,000,000.00**

4. Umbrella Liability Insurance with limit no less than: **$ 5,000,000.00**

§ 11.1.2.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Upon completion of the work to be performed the Contractor shall furnish the Owner a signed and notarized copy of the statutory affidavit that follows this section.

§ 11.2 Owner's Insurance

§ 11.2.1 The Contractor shall purchase Owner's Protective Liability Insurance in the name of the owner covering bodily injury and property damage with the following limits:

Aggregate Limit:	**$ 2,000,000.00**
Occurrence Limit:	**$ 1,000,000.00**

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall

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be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

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§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after

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occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data

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from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to

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file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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CFS | Cheatham Fletcher Scott
ARCHITECTS + DESIGNERS

January 10, 2023

Ms. Takiyah Douse, City Administrator
Augusta Richmond County
535 Telfair Street, Suite 910
Augusta, GA 30901

RE: Golden Harvest Food Bank – Produce Rescue Center (Fresh Warehouse)

Dear Ms. Douse,

On November 29, 2022 bids were received by Augusta Housing and Community Development for construction of the Produce Rescue Center (formerly known as Fresh Warehouse) at Golden Harvest Food Bank on Commerce Drive in Augusta.

Three bids were received, and all bidders were qualified. The low bid was $7,360,000, and was submitted by RW Allen Construction of Augusta, GA.

All bids were over the project budget, and the Owner directed my company to negotiate with RW Allen. Over a period of several weeks, we identified a number of cost saving items that brought the cost down to a level the Owner found acceptable.

It is our recommendation that Golden Harvest contract with RW Allen for the amount of $5,586,098.

Please feel free to contact me if you have any questions.

Sincerely,

Richard M. Fletcher, AIA, NCARB

BID TABULATION

PROJECT: Produce Rescue Center (Fresh Warehouse)
OWNER: Golden Harvest Food Bank
ARCHITECT: Cheatham Fletcher Scott Architects
BID LOCATION: 510 Fenwick Street, Augusta, GA 30901
DATE OF BID: Tuesday, November 29 at 11:00 A.M.

BUDGET AMOUNT: $5,000,000.
RECOMMENDED AWARD AMOUNT: $5,586,098.
CONSTRUCTION START DATE: ASAP
CONSTRUCTION COMPETION DATE: December 31, 2023

GENERAL CONTRACTOR CITY, STATE	BID BOND (Yes/No)	ADDENDA RECEIVED	BASE BID	ALTERNATE 1	CONSTRUCTION TIME (Calendar Days)	NOTES
RW Allen Construction Augusta, GA	Yes	1 – 4	$7,360,000	$106,000	365	
RD Brown Contractors North Augusta, SC	Yes	1 – 4	$7,895,000	$58,000	426	
Kuhlke Construction Augusta, GA	Yes	1 – 4	$7,596,000	$100,000	420	

I certify that this is a correct tabulation of bids as read aloud, and I certify that I have personally and visually checked the tabulation against the proposal forms submitted. RW Allen Construction is the apparent low bidder.

Cheatham Fletcher Scott Architects + Designers

By: _____

RW Allen Construction, LLC

Golden Harvest - Produce Rescue Center

12/29/2022

Proposed Cost Savings Summary Table

Item #	Item Description	Estimated Cost (Savings)	Status	Final Value
1	Eliminate second story concrete mezzanine 2" slab on deck	($41,500)		0
2	Eliminate masonry elevator shaft	($27,164)		0
3	Eliminate steel exterior stairs, lobby stairs, and second story handrails	($111,325)		0
4	Eliminate second story bathroom vanities and AV room cabinetry	($11,925)		0
5	Eliminate elevator pit waterproofing	($1,440)		0
6	Eliminate HM/wood doors and hardware on second story	($22,606)		0
7	Eliminate second story translucent Kalwall panels	($137,700)		0
8	Eliminate second story aluminium storefront and curtainwall	($85,005)		0
9	Eliminate second story metal stud, drywall, ceiling, and wall finishes	($288,908)		0
10	Eliminate second story floor finishes	($43,812)		0
11	Eliminate hardwood stair treads at lobby stairs	($7,488)		0
12	Eliminate toilet partitions and accessories in second story bathrooms	($8,445)		0
13	Eliminate mezzanine and second story from PEMB, extend 10' eave extension across lobby, standard color wall panels	($545,303)		0
14	Eliminate elevator	($99,000)		0
15	Eliminate all fire protection in building	($168,700)		0
16	Eliminate all HVAC work related to the second story	($101,281)		0
17	Eliminate all plumbing work related to the second story	($20,000)		0
18	Eliminate all electrical work related to the second story	($52,300)		0

GRAND TOTAL ESTIMATED BUILDING COST REDUCTION	($1,773,901.59)

Original GMP Estimate	**$7,360,000.00**		**$7,360,000.00**
Estimated Cost Options Offered	**($1,773,901.59)**		
Revised Estimate w/ Cost Options	**$5,586,098.41**		**$7,360,000.00**

*** Note that items marked with an * cannot be accepted in conjuction with other specifed alternates.

GOLDEN HARVEST FOOD BANK

For I was hungry and you gave me food, I was th
you gave me drink, I was a stranger and you we

Matthew 25:35

January 10, 2023

Ms. Takiyah Douse, City Administrator
Augusta Richmond County
535 Telfair Street, Suite 910
Augusta, GA 30901

RE: Golden Harvest Food Bank – Produce Rescue Center (Fresh Warehouse)
Funding Commitment Statement

Dear Ms. Douse,

Golden Harvest Food Bank is absolutely thrilled to receive a Georgia Department of Community Affairs (DCA) block grant award for $3.7 million. These funds will allow us to collect fresh farm foods from local growers and distribute them to thousands of hungry people across a 25-county service area.

Our Board of Directors voted to award a contract for construction in the amount of $5,586,098 to Augusta-based RW Allen Construction to build our new Produce Rescue Center. The DCA will fund about two thirds of the cost, and Golden Harvest and our Board of Directors will be responsible for all project costs beyond the $3.7 million grant amount.

We look forward to a groundbreaking in early February. On behalf of our Board, we hope you will express our sincere thanks to the Commission for adding their blessing to this project that will build distribution capacity and help bridge the hunger gap in the Augusta area.

If you have any questions about our project or programs, please feel to contact me.

Sincerely,

Amy C Breitmann
President & CEO
Golden Harvest Food Bank

Project Manual for

BUILDING CONSTRUCTION OF

GOLDEN HARVEST FOOD BANK
FRESH WAREHOUSE
3301 Commerce Drive
Augusta, GA 30909

September 23, 2022

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A101-2017 Attachment A

GOLDEN HARVEST FOOD BANK
FRESH WAREHOUSE
CONSTRUCTION DOCUMENT SET

3301 COMMERCE DRIVE AUGUSTA GEORGIA 30909

POC: 706-736-1199EMAIL: gtomlinson@goldenharvest.org



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DRAWING INDEX

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STATE OF GEORGIA
RICHARD M. FLETCHER
CERTIFICATE NO. 7554
REGISTERED ARCHITECT

A101-2017 Attachment A

Administrative Services Committee Meeting

Meeting Date: 01/31/2023

HCD_Fair Housing Analysis Approval Request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to enter into an agreement with TDA Consulting Inc. to complete 2023 Augusta, GA Fair Housing Analysis of Impediments RFP 22-277

Background: Through the RFP Process of the Augusta's Procurement Department, TDA Consulting Inc. was chosen to complete the Analysis of Impediments for Augusta, GA through Housing and Community Development (HCD).
The Augusta, Georgia Analysis of Impediments to Fair Housing Choice is a report required by the U.S. Department of Housing and Urban Development (HUD). The Analysis of Impediments seeks to identify the various factors that may adversely affect fair housing choice in Augusta, GA and outlines an action plan to overcome these barriers. This report provides detailed information on fair housing legislative achievements, population and housing trends, fair housing complaints, and strategies to combat impediments to fair housing. This analysis is conducted every five years in connection with the State's programs funded by HUD.

Analysis: Two firms responded to the RFP request. TDA received the highest score and the Department requested to enter into contract negotiations with the firm. The request is to appprove the contract with TDA which will allow Augusta, GA to meet HUD's five year requirement in connection with the State's program funded by the HUD.

Financial Impact: HCD will utilize Community Development Block Grant (CDBG) funding received through its annual allocation from Housing and Urban Development in the amount of $ 36,708.00 to complete the Fair Housing Analysis of Impediments.

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to enter into an agreement with TDA Consulting Inc. to complete 2023 Augusta, GA Fair Housing Analysis of Impediments

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: Community Development Block (CDBG) funds.
CDBG Funds: 22107 3111-5211119 Job Ledger 413-99-99

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission.

AUGUSTA, GEORGIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

AUGUSTA, GEORGIA

AND

TDA CONSULTING, INC.

This Agreement made and entered into this _____ day of _____ 202_ (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 Housing and Community Development Department ("HCD") whose address is 510 Fenwick Street, Augusta, GA, and TDA Consulting, Inc., (hereinafter referred to as the Consultant) a Delaware corporation whose address is 1110 Harvest Canyon, San Antonio, Texas.

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, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.
SCOPE OF SERVICES TO BE PROVIDED

A. Consultant will conduct those activities as indicated in RFP 22-277, Section III, "Scope 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. Obtaining applicable documents and project-related files from Augusta, including but not limited to Consolidated Plans and Action Plans and past Fair Housing studies;

b. Becoming acquainted with primary contacts and establishing a mutual and complete understanding of the project's parameters based on affirmed needs and expectations;

c. Conduct factual data gathering and research that provides a demographic profile, a thorough examination of laws and regulations, and an effective process of engagement with the community to determine factors that contribute to barriers to fair housing;

d. Conduct research and data analysis;

e. Review and assess county laws and other conditions that affect fair housing;

f. Conduct community outreach and consultation;

g. Determine whether policies, practices, programs and activities restrict fair housing choice and access to opportunity;

h. Determine what factors contribute to barriers or restrictions to fair housing;

i. Prepare such reports as requested or required.

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, on August 31, 2023, 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.

ARTICLE III
CONSIDERATION/FEES

A. Augusta shall pay to Consultant a fixed price of [X]. Invoices shall be addressed to HCD and transmitted at the discretion of Augusta. Payment is due upon receipt of invoice. Payment will be based on invoices for progress payments for each milestone completed as follows:

i. Data analysis complete – 25%

ii. Public Engagement complete – 25%

iii. Initial Draft AFH – 35%

iv. Final Draft AFH – 15%

B. 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 CONSULTANT

Consultant hereby represents and warrants to HCD as follows:

A. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant 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 Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (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 Consultant is a party or by which Consultant 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 Consultant under any agreement or instrument to which Consultant is a party or by which Consultant 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 Consultant 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 Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.

E. No Collusion. Consultant's Proposal is genuine and not collusive or a sham. Consultant 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 Consultant'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 Consultant. The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFP, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (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. Consultant'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 Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of HCD 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 Consultant 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 Consultant for the purpose of securing business and that the Consultant 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. Consultant is a corporation duly organized and validly existing under the laws of Georgia and 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 Consultant was made with specific reliance on the qualifications and experience of specific Consultant staff identified in the Consultant's response to RFP 22-277, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or HCD, Consultant agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in Consultant's response.

ARTICLE V
INSURANCE

1. TDA Consulting, Inc. shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy that will ensure and indemnify Augusta against liability or financial loss resulting from injuries

occurring to persons or property or occurring, as a result of any negligent error, act or omission of TDA Consulting, Inc. during the term of this Agreement. TDA Consulting, Inc. shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to TDA Consulting, Inc.'s liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be noncancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement:

2. The Consultant shall carry professional/public liability insurance coverage in the amount of One Million Dollars $1,000,000 covering itself and all of its employees and agents.

    i. Additional Insured – Consultant agrees to endorse the Augusta as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'Augusta as its interest may appear'.

    ii. Certificate of Insurance – Consultant agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements

herein, Consultant agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

ARTICLE VI

TERMINATION

A. Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all service rendered to the date of termination as provided for herein.

B. Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

C. Termination of the Agreement for Default. Failure of the Consultant, 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 Consultant pursuant to this term.

D. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. **Assignment for Creditors**: The Consultant makes a general assignment for the benefit of creditors.

2. **Bankruptcy**: The Consultant 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 Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.

C. Termination. Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that the Consultant 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 Consultant 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 HCD.

D. Temporary Suspension or Delay of Performance of Contract. To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unliterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

A. Consultant 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 Consultant herein, or to the wages paid by Consultant to its employees.

B. Consultant 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 Consultant for sole purposes of HCD under the terms of this Agreement will at all times be the exclusive property of HCD.

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 Consultant 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. HCD Approvals and Consents. When this Agreement requires any approval or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

I. 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

Augusta Housing and Community Development
510 Fenwick Street
Augusta, Georgia 30901
Attn: Hawthorne Welcher

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

For Consultant:

TDA Consulting, Inc.
_____
_____
Attn:

J. Nondiscrimination. During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant 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.

K. Indemnification. Consultant hereby agrees to hold harmless, indemnify and defend Augusta, Augusta Housing & Community Development, 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 Consultant its officers, employees, sub-consultants, or other representatives.

L. Compliance with laws: The Consultant 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 Consultant and Augusta. Consultant 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.

M. Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

N. 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.

O. 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.

P. Throughout the term of this contract, Consultant 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. Consultant 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). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, Consultant will promptly disclose to Augusta f this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.

Q. Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant 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 Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

R. Independent Contractor. The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.

S. Assignment and Subcontracting. The Consultant 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 Consultant 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.

T. 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. Consultant 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.

U. 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 the HCD or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

V. Waivers. Failure by Augusta to insist upon the strict performance by the Consultant 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 Consultant.

W. 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, Consultant 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 the Consultant's response to RFP 22-198 (Exhibit "A"), the Consultant's response to RFP 22-198 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.

TDA Consulting, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Augusta, Georgia

By:_____

Name:

Title: Mayor

Date:_____

Augusta Housing and Community Development Department

By:_____

Name:_____

Title:_____

Date:_____

Attest: _____
Lena J. Bonner, Clerk of Commission

EXHIBIT A
RFP 22-277 and CONSULTANT'S RESPONSE TO RFP 22-277

Request for Proposals

Request for Proposals will be received at this office until **Wednesday, September 21, 2022 @ 3:00 p.m. via ZOOM Meeting ID: 880 8713 3052; Passcode: 833259 for furnishing:**

RFP Item # 22-277 Assessment of Fair Housing for Augusta, GA – Housing and Community Development

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).

A Pre-Proposal Conference will be held on Tuesday, September 6, 2022 @ 2:00 p.m. Via Zoom – Meeting ID: 844 9160 5730; Passcode: 509608.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Wednesday, September 7, 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 proposals 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	August 11, 18, 25, 2022 and September 1, 2022
Metro Courier	August 11, 2022

Revised: 3/22/21

RFP 22-277 Assessment of Fair Housing for Augusta, GA – Housing and Community Development Department
RFP Due: Wednesday, September 21, 2022 @ 3:00 p.m.

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar): 4
Total Electronic Notifications (Demandstar): 118
Georgia Procurement Registry: 1042
Total packages submitted: 3
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Fee Proposal	Original	7 Copies
BluLynx Solutions 8343 Roswell Rd., Ste. 154 Atlanta, GA 30350	Yes	1129761	Yes	Yes	Yes	Yes
TDA Consulting, Inc. 131 Atkinson Street, Ste. B Laurinburg, NC 28352	Yes	877992	Yes	Yes	Yes	Yes
WFN Counsulting 123 Church Street, Suite 200 Marietta, GA 30060	No Bid Response					

RFP 22-277 Assessment of Fair Housing for Augusta, GA – Housing and Community Development Department
RFP Evaluation Meeting: Wednesday, October 19, 2022 @ 10:00 a.m.

Vendors			BluLynx Solutions 8343 Roswell Rd., Ste. 154 Atlanta, GA 30350	TDA Consulting, Inc. 131 Atkinson Street, Ste. B Laurinburg, NC 28352	BluLynx Solutions 8343 Roswell Rd., Ste. 154 Atlanta, GA 30350	TDA Consulting, Inc. 131 Atkinson Street, Ste. B Laurinburg, NC 28352
Phase 1			**Ranking of 0-5 (Enter a number value between 0 and**		**Weighted Scores**	
Evaluation Criteria	**Ranking**	**Points**	**Scale 0 (Low) to 5 (High)**			
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	5	5	75	75
3. Organization & Approach	(0-5)	15	5	5	75	75
4. Scope of Services Provide details on your approach to the specification listed in the Scope of Services (Section III) include experience with the following. Vendor is also to provide evidence of : a. Clear understanding of Project. b. Qualification to demonstrate knowledge, training and experience in fair housing c. Experience with Similar Projects - Individual/firm must demonstrate successful experience with projects of a similar nature. Professionalism and timely delivery of services to clients is a key consideration. Familiarity with contract requirements for federally/funded projects is helpful.	(0-5)	25	4	5	100	125
5. Schedule of Work	(0-5)	10	3.5	4.5	35	45
6. Financial Stability	(0-5)	5	3	5	15	25
7. References	(0-5)	5	5	5	25	25
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			22.5	24.5	325	370
Phase 2 (Option - Numbers 8 - 9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
8. Presentation by Team	(0-5)	10			0	0
9. Q&A Response to Panel Questions	(0-5)	5			0	0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)					**Cost/Fee Proposal Consideration**	
Lowest Fees	5	10	5		50	0
Second	5	6		5	0	30
Third	5	4			0	0
Forth	5	2			0	0
Fifth	5	1			0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5	5	50	30
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
Total Cumulative Score			27.5	29.5	375	400

Internal Use Only

Evaluator: Cumulative Date: 10/25/22

Procurement DepartmentRepresentative:_____Nancy Williams_____
Procurement Department Completion Date: 10/25/22

Augusta GEORGIA

Housing & Community Development Department

Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

Memorandum

TO: Geri Sams, Procurement Director

Darrell White, Deputy Procurement Director

FROM: Hawthorne Welcher, Jr., Director

CC: Shauntia Lewis, Deputy Director HCD

DATE: November 1, 2022

RE: Assessment for Fair Housing – (RFP 22-277)

After careful consideration and review of documentation, Augusta Housing and Community Development (HCD) is pleased to accept the proposal submitted by TDA Consulting, Inc. for RFP 22-277. We would like to begin with the proper contract negotiation with the submission of a draft contract for review.

If you have any questions, please contact La Sandra Corley, Housing Programs Manager at (706) 821-1797.

WFN Consulting
123 Church Street, Suite 200
Marietta, GA 30060

TDA Consulting, Inc.
Attn: Dionne L. Roberts
17 Caleb Circle
San Antonio, TX 78258

Nan McKay and Associates, Inc.
Attn: John McKay
1810 Gillespie Way, Suite 202
El Cajon, CA 92020

Mosiac Community Planning
195 Arizona Ave. NE Suite 123
Atlanta, GA 30307

Fourth Economy Consulting
1501 Preble Ave, 2nd floor
Pittsburgh, PA 15233

Quadel Consulting & Training, LLC
1200 G St. NW, Suite 700
Washington, DC 20005

Endelman & Associates PLLC
One Union Square
600 University St., Suite 1515
Seattle, WA 98101

Northwest & Buckds Company T/A
Mullin & Lonergan Associates
800 Vinial Street, Suite B414
Pittsburg, PA 15212

Blazik Consulting
300 West Clarendon Ave, Suite 230
Phoenix, AZ 85013

Blulynx Solutions, LLC
Attn: Kimberly Roberts
8343 Roswell Road, Suite 154
Atlanta, GA 30350

Collabo Planning
3357 N Seminary #1
Chicago, Illinois 60657

WRT Design
1700 Market Street, Suite 2800
Philadelphia, PA 19103

EJP Consulting Group
PO Box 336
Manchester, WA 98353

Camiros, Ltd
411 S Wells Street, Suite 400
Chicago, IL 60607

Nan McKay and Associates, Inc.
7400 Corporate Center Drive
Bays F-H
Miami, FL 33126

Millennia Consulting, LLC
3530 North Damen Ave, Suite 1000
Chicago, IL 60618-6108

Morning Research and Consulting, Inc.
PO Box 4173
Austin, TX 78765

Legal Aid of North Carolina,
Fair Housing Project
224 S. Dawson Street
Raleigh, NC 27601

J.C. Vision & Associates
135 East MLK, Jr. Drive, Suite G
Hinesville, GA 31313

Western Economic Service, LLC
212 SE 18th Ave
Portland, OR 97214

Metro Fair Housing Services, Inc.
215 Lakewood Way, S.W. Suite 106
Atlanta, GA 30315

Hawthorne Welcher
Housing & Community Development

LaSandra Corley
Housing & Community Development

Phyllis Johnson
Compliance

RFP Item #22-277
Assessment of Fair Housing for Augusta, GA Housing and Community Development
Due: Wed., Sept. 21, 2022 @ 3:00 p.m.

RFP Item #22-277
Assessment of Fair Housing for Augusta, GA Housing and Community Development
Mail: 08/11/22

BIDDERS LIST

BID ITEM # 22-277 COST $_____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Kimistry Solutions Consulting, LLC Attn: Kimberly Scott 731 Duval Station Road, Ste. 107-146 Jacksonville, FL. 32218	Phone 904 219-6055	8/12/22	22-277	DW	U.S Mail
2						
3	Carras Community Investment Inc. Attn: James Carras 1701 NE Sixth Street Fort Lauderdale, FL 33304	Phone 954 415-2022	8/12/22	22-277	DW	U.S. Mail
4						
5						
6						
7						
8						
9						

Planholders

Add Supplier | Export To Excel

Supplier (3)

Supplier	Download Date
AE Engineering Inc	08/11/2022
Augusta University	09/02/2022
Chrysalis Research & Consulting llc	09/07/2022

Add Supplier

Supplier Details

Supplier Name	AE Engineering Inc
Contact Name	Christina Yero
Address	219 N Newnan Street 4th Floor, Jacksonville, FL 32202
Email	info@aeengineeringinc.com
Phone Number	561-632-5185
Self Declarations	African American Owned, Hispanic Owned, Small Business

Documents

Filename	Type	Action
22-277_RFP	Bid Document / Specifications	View History

ZION FOUNDATION INC 2022-08-11	t[illegible]ers@zionfoundation.net ZIONFOUNDATION, ZIONFOUNDATION	N	NOM
ZOE OUTREACH CENTER 2022-08-11	thegriggsgroupllc@yahoo.com GRIGGS, JOYCE	Y	AFA
Zellner, Inc 2022-08-11	zellnerrealty@gmail.com Zellner, Jamarr	N	NOM
Zion Restorations, Inc. 2022-08-11	info@zion1.org Mosely, DuJuan	Y	AFA
Zoltan Consulting, Inc 2022-08-11	cdaniels@zoltanconsultinginc.com Daniels, Carolyn J	Y	AFA
adesinabadesina 2022-08-11	adesina123@yahoo.com adesina, badesina	Y	AFA
christolyst llc 2022-08-11	todd.thompson@christolyst.com thompson, todd	Y	AFA
jackie robinson and associates 2022-08-11	jackie@jrobinsonassociates.com robinson, jackie	Y	AFA
moracco marketing & dist inc 2022-08-11	KANDERSON617@GMAIL.COM ANDERSON, KAREN	Y	AFA
ogumgbuajasabina 2022-08-11	sabinaozome@yahoo.com ogumgbuaja, sabina	Y	AFA
usregistryconnect 2022-08-11	rfq@usregistryconnect.com usregistry, usregistry	N	NOM
z SofTech Solutions, LLC 2022-08-11	leticiaalexander@zsoftechsolutions.com Alexander, Leticia	Y	AFA
À la Carte Investments, LLC 2022-08-11	jharland@alacarteinvestments.com Harland II, Joseph	N	NOM

ETHNIC GROUP	COUNT
African American	270
Asian American	20
Native American	7
Hispanic/Latino	9
Pacific Island/American	1
Non Minority	389
Not Classified	0
Total Number of Vendors	696
Total Number of Contacts	1042

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.

Administrative Services Committee Meeting

Meeting Date: 01/31/2023

GA State Veterans Cemetery

Department:	Administrator's Office
Presenter:	Don Clark, Co-Chair, Ga State Veterans Cemetery (Augusta) Committee
Caption:	Motion to **approve** updating the two commitment (support) letters and Resolution of Support from the City for a State Veteran Cemetery Construction/Building in Augusta, GA with signature lines to be approved at the next meeting. **(Approved by Administrative Services Committee January 31, 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
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: DC Clark <drclark00@gmail.com>
Sent: Thursday, February 2, 2023 5:23 PM
To: Lena Bonner; Bob Young
Subject: [EXTERNAL] Augusta Letters of Support (State Veterans Cemetery)
Attachments: State Veteran Cemetery letter of support.pdf; Letter of Intent VC Demolition.doc; Augusta Commission Resolution.pdf

Mrs. Bonner

Per our conversation, we are requesting for the attached letters of support to be updated. All of the letters are essential in validating the city's support of erecting a State Veterans Cemetery in Augusta.

Attached documents:
Letter of Intent to Support Building Demolition
Letter of Intenet to Support Road Widening
Augusta Commission Resolution

If there is anything else you need please let me know. Thanks as always!

Don Clark
Cell: (520) 234-1979

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

Augusta
GEORGIA

OFFICE OF THE ADMINISTRATOR

Odie Donald, II
Administrator

June 14, 2021

Frank Smith
Deputy Executive Director
270 Washington Street, SW
Suite 2-129
Atlanta, Georgia 30334

Email: frank.smith@spc.ga.gov

RE: State Veteran Cemetery Construction/Building in Augusta, GA
Letter of Support and Intent to Acceptance of Magnolia Drive

Dear Mr. Smith:

I am writing to express Augusta, Georgia's support and appreciation of the proposed State Veteran's Cemetery development for Richmond County. Richmond County, GA is the largest county in the Central Savannah River Area (CSRA) and home to Fort Gordon, Army Cyber Command's Headquarter, and the VA Hospital. The CSRA is also home to a large population of veterans and veteran facilities. This proposed project would serve as a much-needed amenity providing services to CSRA veterans and veterans at large.

Augusta. Georgia (City) intends to assist in providing access to the proposed facility's access road (Magnolia Drive) improvements and take ownership of Magnolia Drive from Tobacco Road to Cemetery Road as a part of the broader project. This assistance is conditioned upon the State of Georgia building the envisioned State Veteran's Cemetery at Gracewood and transferring the sixty (60) foot right-of-way as required under the guidelines of Augusta Engineering Department free of cost.

Again, on behalf of the Augusta Commission, I would like to express our community's collective appreciation and support of the State's commitment and continued efforts to help meet the needs of veterans and their families in Richmond County.

In Service,

Odie Donald II
Administrator

Augusta-Richmond County
Administrator's office
535 Telfair Street, Suite 910
Augusta, Georgia 30901
Office (706) 821-2898 Fax (706) 821-2819
www.augustaga.gov

Augusta
GEORGIA

A RESOLUTION OF THE AUGUSTA COMMISSION
IN SUPPORT OF A STATE VETERANS CEMETERY IN AUGUSTA

WHEREAS, the Greater Augusta Area is home to 66,000 U. S. Military veterans, a population that is increasing each year, and

WHEREAS, Augusta, Georgia is home to over 21,859 United States Military veterans, and

WHEREAS, these veterans, their spouses and eligible dependent children each face the decision at life's end of where to lay their family member in eternal rest, and

WHEREAS, the Veterans Administration through an annual grant program makes funds available for states to construct veterans cemeteries to provide an affordable option for veterans to be buried among fellow veterans, and

WHEREAS, the current locations of State and National Cemeteries require family members in the Greater Augusta Area to spend a substantial amount of time traveling to and from these locations to visit the grave site of their loved ones, and

WHEREAS, local veterans have expressed their support for the State of Georgia to establish a veterans cemetery in Augusta, Georgia to service the substantial veterans population in East Central Georgia, and

WHEREAS, the government of Augusta, Georgia has pledged whatever support is necessary to host a state veterans cemetery,

NOW THEREFORE BE IT RESOLVED, Augusta, Georgia does hereby endorse the proposal to establish a State Veterans Cemetery in Augusta, Georgia, and

BE IT FURTHER RESOLVED, Augusta, Georgia calls upon the Georgia Department of Veterans Services to pursue an application to the Veterans Administration for a construction grant, and that the Governor and members of the Georgia General Assembly support such a move.

This 15 day of October 2019.

Hardie Davis Jr., Mayor

Attest: Lena J. Bonner, Clerk of Commission

Augusta GEORGIA

OFFICE OF THE ADMINISTRATOR

Odie Donald, II MBA
Administrator

July 27, 2021

Frank Smith
Deputy Executive Director
270 Washington Street, SW
Suite 2-129
Atlanta, Georgia 30334

Email: frank.smith@spc.ga.gov

RE: State Veteran Cemetery Construction/Building in Augusta, GA
Letter of Intent to support Buildings Demolition

Dear Mr. Smith:

Please accept this correspondence a supplemental letter of support augmenting the previously submitted letter from the Augusta, Georgia government dated June 14, 2021. By way of this correspondence, the city of Augusta expresses continued support for the proposed State Veteran's Cemetery development for the benefit of Richmond County (Project). It is the City's understanding that if the construction of the project is approved, the existing buildings would need to be removed prior to commencement of the project. With that knowledge, the City commits to demolish designated buildings within the proposed limits of the project. This commitment is conditioned upon the State of Georgia's commitment to building the envisioned State Veteran Cemetery at Gracewood.

Again, on behalf of the Augusta Commission, I would like to express our community's collective appreciation and support of the State's continued efforts to meet the needs of veterans and their families in Richmond County.

In Service,

Odie Donald II
Administrator

Augusta-Richmond County
Municipal Building
Administrator's office
535 Telfair Street, Suite 910
Augusta, Georgia 30901
Office (706) 821-2504 Fax (706) 821-2819
www.augustaga.gov

CALLED MEETING COMMISSION CHAMBER
July 27, 2021

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, July 27, 2021, the Honorable Hardie Davis, Jr., Mayor, presiding.

PRESENT: Hons. B. Williams, Garrett, Sias, Johnson, Frantom, Scott, McKnight, D. Williams, Hasan and Clarke, members of Augusta Richmond County Commission.

Mr. Mayor: Good afternoon. We'll call this meeting to order. The Chair recognizes Attorney Brown.

1. **LEGAL MEETING**
   - **A. Pending and potential litigation**
   - **B. Real estate**
   - **C. Personnel**

Mr. Brown: Good morning, Mayor and Commissioners. We request a motion to go into executive session for the discussion of pending or potential litigation, real estate and personnel.

Mr. B. Williams: So move.

Mr. D. Williams: Second.

Mr. Mayor: The Chair recognizes the Mayor Pro Tem.

Mr. B. Williams: For the motion?

Mr. Mayor: Yes, sir.

Mr. B. Williams: So move.

Mr. D. Williams: Second.

Mr. Mayor: Okay. Voting.

Mr. B. Williams: We're going to be serious today? All right.

Mr. Frantom out.
Motion carries 9-0.

[EXECUTVE SESSION]

Mr. Mayor: Thank you. All right, we'll convene. The Chair recognizes Attorney Brown.

Mr. Mayor: The Chair recognizes the commissioner from the 4th.

Mr. Sias: So move.

Mr. B. Williams: Second.

Mr. Mayor: Voting.

Ms. McKnight, Mr. Frantom and Mr. Garrett voting No.
Motion carries 7-3.

Mr. Mayor: The Chair recognizes the Administrator for the reading of a motion.

Mr. Donald: Motion to approve a salary adjustment to Mr. Frank Ross from $28,028.30 to $32,389.00 reflecting a change in job title from Administrative Assistant I to Public Information Assistant.

Mr. Mayor: The Chair recognizes the commissioner from the 3rd.

Ms. McKnight: So move.

Mr. Sias: Second.

Mr. Mayor: Voting.

Motion carries 10-0.

Mr. Mayor: The Chair recognizes the Administrator for the reading of a final motion.

Mr. Donald: Motion to authorize the Administrator to provide a supplemental letter of support to the State Properties Commission committing Augusta to remove and demolish designated buildings within the proposed limits of the project contingent upon the project area contingent upon state approval of the award of a State Veterans Cemetery at Gracewood.

Mr. Mayor: The Chair recognizes the commissioner from the 8th.

Mr. Garrett: So move.

Mr. Sias: Second.

Ms. McKnight: Second.

Mr. Mayor: Voting.

Motion carries 10-0.

Administrative Services Committee Meeting

Meeting Date: 01/31/2023

2023-RCSO RP Chargers

Department: Central Services – Fleet Management

Presenter: Ron Lampkin; Interim Central Services Director

Caption: Motion to approve the purchase of 11 Dodge Police Chargers, bid #22-289 at a total cost of $485,287 from Thomson Motor Center for the Richmond County Sheriff's Office.

Background: The Richmond County Sheriff's Office – Road Patrol Division is requesting to purchase 11 V8 Dodge Police Chargers.

Fleet Management was previously informed that the Dodge Police Chargers would have a short order period due to the discontinued 2023 model. However, Dodge manufacture has approved additional 2023 Dodge Police Chargers to be built and the order bank is still open for purchasing. Once Commission has approved the order, Fleet Management will acquire the purchase order and submit to the vendor for securing the purchase.

Fleet Management has provided a list of totaled vehicles and qualified replacement vehicles according to the Fleet Management Operations, Maintenance and Replacement Policy stating any public safety vehicles that are over 125k are eligible for replacement. Fleet Management will determine the surplus vehicles at the time of delivery based upon priority of totaled vehicles, mechanically disposed and vehicles over 125K miles.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for 2023 Dodge Police Charger, bid #22-289. The bid is awarded to Thomson Motor Center. Bid tab sheet for the Patrol Package V8 is attached for review.

Financial Impact: Funding in the amount of $485,287 is available in the following SPLOST 8 Public Safety Vehicles account:

- 330031310/222039002/54.22110

Alternatives: (1) Approve (2) Do not approve

Alternatives: (1) Approve (2) Do not approve

Recommendation:	Motion to approve the purchase of 11 Dodge Police Chargers, bid #22-289 at a total cost of $485,287 from Thomson Motor Center for the Richmond County Sheriff's Office.
Funds are available in the following accounts:	330031310/222039002/54.22110
REVIEWED AND APPROVED BY:	N/A

125K List

ASSET #	YEAR/MAKE/MODEL	VIN #	DIVISION	MILEAGE
213055	2013 Chevrolet Tahoe	1GNLC2E06DR312695	ROAD PATROL/TRAFFIC	215,207
209257	2010 Chevrolet Tahoe	1GNMCAE05AR108951	ROAD PATROL/TRAFFIC	211,814
210301	2011 Ford Crown Victoria	2FABP7BV4BX121954	ROAD PATROL/TRAFFIC	199,898
209258	2010 Chevrolet Tahoe	1GNMCAE08AR110015	ROAD PATROL/TRAFFIC	199,775
214113	2014 Dodge Charger	2C3CDXAT9EH348146	ROAD PATROL/TRAFFIC	197,939
213066	2013 Dodge Charger	2C3CDXAT7DH694758	ROAD PATROL/TRAFFIC	197,278
212051	2013 Ford Taurus	1FAHP2M84DG124575	ROAD PATROL/TRAFFIC	195,347
210313	2011 Ford Crown Victoria	2FABP7BV9BX120587	ROAD PATROL/TRAFFIC	194,276
212035	2013 Ford Taurus	1FAHP2M8XDG119204	ROAD PATROL/TRAFFIC	193,242
214093	2014 Dodge Charger	2C3CDXAT8EH348123	ROAD PATROL/TRAFFIC	192,979
215078	2015 Dodge Charger	2C3CDXATXFH902084	ROAD PATROL/TRAFFIC	191,568
210280	2011 Ford Crown Victoria	2FABP7BV7BX121933	ROAD PATROL/TRAFFIC	190,251
213072	2013 Dodge Charger	2C3CDXAT0DH696321	ROAD PATROL/TRAFFIC	187,529
210081	2010 Ford Crown Victoria	2FABP7BV7AX138732	ROAD PATROL/TRAFFIC	180,136
209051	2009 Ford Crown Victoria	2FAHP71V99X135855	ROAD PATROL/TRAFFIC	180,126
213071	2013 Dodge Charger	2C3CDXAT9DH696320	ROAD PATROL/TRAFFIC	179,706
210310	2011 Ford Crown Victoria	2FABP7BV3BX120584	ROAD PATROL/TRAFFIC	179,084
210312	2011 Ford Crown Victoria	2FABP7BV7BX120586	ROAD PATROL/TRAFFIC	178,702
210281	2011 Ford Crown Victoria	2FABP7BV9BX121934	ROAD PATROL/TRAFFIC	178,185
210102	2010 Ford Crown Victoria	2FABP7BV2AX138752	ROAD PATROL/TRAFFIC	175,190
209060	2009 Ford Crown Victoria	2FAHP71V69X135215	ROAD PATROL/TRAFFIC	171,592
209059	2009 Ford Crown Victoria	2FAHP71V49X135214	ROAD PATROL/TRAFFIC	170,168
207094	2007 Ford Explorer	1FMEU63E37UB84384	ROAD PATROL/TRAFFIC	169,794
215083	2015 Dodge Charger	2C3CDXATXFH914767	ROAD PATROL/TRAFFIC	169,287
212127	2013 Ford Explorer	1FM5K7B89DGB15894	ROAD PATROL/TRAFFIC	168,013
213057	2013 Dodge Charger	2C3CDXAT6DH694749	ROAD PATROL/TRAFFIC	167,122
212049	2013 Ford Taurus	1FAHP2M82DG123411	ROAD PATROL/TRAFFIC	167,102
212034	2013 Ford Taurus	1FAHP2M88DG119203	ROAD PATROL/TRAFFIC	166,212
212059	2013 Ford Taurus	1FAHP2M83DG124583	ROAD PATROL/TRAFFIC	165,946
212225	2012 Dodge Charger	2C3CDXATXCH316206	ROAD PATROL/TRAFFIC	164,298
213264	2013 Chevrolet Tahoe	1GNLC2E02DR304061	ROAD PATROL/TRAFFIC	164,134
214116	2014 Dodge Charger	2C3CDXAT4EH348149	ROAD PATROL/TRAFFIC	163,364
210283	2011 Ford Crown Victoria	2FABP7BV2BX121936	ROAD PATROL/TRAFFIC	163,292
213085	2013 Dodge Charger	2C3CDXATXDH706949	ROAD PATROL/TRAFFIC	161,800
212057	2013 Ford Taurus	1FAHP2M8XDG124581	ROAD PATROL/TRAFFIC	160,887
213070	2013 Dodge Charger	2C3CDXAT2DH696319	ROAD PATROL/TRAFFIC	160,881
213053	2013 Chevrolet Impala	2G1WD5E36D1258329	ROAD PATROL/TRAFFIC	160,462
216138	2016 Dodge Charger	2C3CDXAT8GH347489	ROAD PATROL/TRAFFIC	159,817
212061	2013 Ford Taurus	1FAHP2M87DG124585	ROAD PATROL/TRAFFIC	159,304
207045	2007 Ford Crown Victoria	2FAFP71W37X158903	ROAD PATROL/TRAFFIC	159,243

212048	2013 Ford Taurus	1FAHP2M80DG123410	ROAD PATROL/TRAFFIC	155,870
213082	2013 Dodge Charger	2C3CDXAT8DH706951	ROAD PATROL/TRAFFIC	155,380
212044	2013 Ford Taurus	1FAHP2M89DG123406	ROAD PATROL/TRAFFIC	154,591
209052	2009 Ford Crown Victoria	2FAHP71V09X135856	ROAD PATROL/TRAFFIC	154,025
205096	2006 Ford Crown Victoria	2FAFP71W16X104434	ROAD PATROL/TRAFFIC	153,404
214114	2014 Dodge Charger	2C3CDXAT0EH348147	ROAD PATROL/TRAFFIC	152,994
214119	2014 Dodge Charger	2C3CDXAT4EH348152	ROAD PATROL/TRAFFIC	152,549
210309	2011 Ford Crown Victoria	2FABP7BV1BX120583	ROAD PATROL/TRAFFIC	152,488
203295	2003 Pontiac Grand Prix	1G2WK52J93F104158	ROAD PATROL/TRAFFIC	151,312
215081	2015 Dodge Charger	2C3CDXAT3FH906879	ROAD PATROL/TRAFFIC	150,788
214105	2014 Dodge Charger	2C3CDXAT1EH348156	ROAD PATROL/TRAFFIC	149,911
206041	2006 Ford Crown Victoria	2FAFP71W46X148850	ROAD PATROL/TRAFFIC	149,897
212072	2013 Ford Taurus	1FAHP2M87DG119287	ROAD PATROL/TRAFFIC	149,806
212046	2013 Ford Taurus	1FAHP2M82DG123408	ROAD PATROL/TRAFFIC	146,927
212055	2013 Ford Taurus	1FAHP2M81DG124579	ROAD PATROL/TRAFFIC	145,925
208071	2009 Ford Crown Victoria	2FAHP71V79X101381	ROAD PATROL/TRAFFIC	145,436
212036	2013 Ford Taurus	1FAHP2M81DG119205	ROAD PATROL/TRAFFIC	144,124
209057	2009 Ford Crown Victoria	2FAHP71V09X135212	ROAD PATROL/TRAFFIC	143,248
213064	2013 Dodge Charger	2C3CDXAT3DH694756	ROAD PATROL/TRAFFIC	142,476
215085	2015 Dodge Charger	2C3CDXAT6FH902079	ROAD PATROL/TRAFFIC	141,791
214088	2014 Dodge Charger	2C3CDXAT0EH343790	ROAD PATROL/TRAFFIC	141,050
213080	2013 Dodge Charger	2C3CDXAT3DH706954	ROAD PATROL/TRAFFIC	139,827
217118	2017 Dodge Charger	2C3CDXAT1HH625327	ROAD PATROL/TRAFFIC	139,736
214104	2014 Dodge Charger	2C3CDXAT8EH348137	ROAD PATROL/TRAFFIC	139,052
213084	2013 Dodge Charger	2C3CDXAT8DH706948	ROAD PATROL/TRAFFIC	138,489
216142	2016 Dodge Charger	2C3CDXATXGH347493	ROAD PATROL/TRAFFIC	138,484
214091	2014 Dodge Charger	2C3CDXAT2EH343791	ROAD PATROL/TRAFFIC	138,242
215046	2015 Ford F250	1FT7W2BT7FED30231	ROAD PATROL/TRAFFIC	138,054
216088	2016 Chevrolet Tahoe	1GNLCDEC2GR121575	ROAD PATROL/TRAFFIC	136,756
215074	2015 Dodge Charger	2C3CDXAT2FH902077	ROAD PATROL/TRAFFIC	135,306
212073	2013 Ford Taurus	1FAHP2M89DG119288	ROAD PATROL/TRAFFIC	133,994
215086	2015 Dodge Charger	2C3CDXAT1FH914768	ROAD PATROL/TRAFFIC	133,868
214099	2014 Dodge Charger	2C3CDXATXEH348155	ROAD PATROL/TRAFFIC	131,908
213075	2013 Dodge Charger	2C3CDXAT6DH696324	ROAD PATROL/TRAFFIC	131,810
209079	2009 Ford Crown Victoria	2FAHP71V69X136512	ROAD PATROL/TRAFFIC	129,994
210198	2011 Ford F250	1FT7W2B60BEB15097	ROAD PATROL/TRAFFIC	128,823
214117	2014 Dodge Charger	2C3CDXAT0EH348150	ROAD PATROL/TRAFFIC	128,554
214097	2014 Dodge Charger	2C3CDXAT5EH348130	ROAD PATROL/TRAFFIC	127,621
214108	2014 Dodge Charger	2C3CDXAT3EH348157	ROAD PATROL/TRAFFIC	126,676
213083	2013 Dodge Charger	2C3CDXAT6DH706950	ROAD PATROL/TRAFFIC	126,633
215077	2015 Dodge Charger	2C3CDXAT8FH902083	ROAD PATROL/TRAFFIC	126,273
212052	2013 Ford Taurus	1FAHP2M86DG124576	ROAD PATROL/TRAFFIC	125,747

212041	2013 Ford Taurus	1FAHP2M83DG123403	ROAD PATROL/TRAFFIC	125,715
219031	2019 Dodge Charger	2C3CDXAT5KH514058	ROAD PATROL/TRAFFIC	125,487
210297	2011 Ford Crown Victoria	2FABP7BV7BX121950	ROAD PATROL/TRAFFIC	125,330

Totaled List				
214090	2014 Dodge Charger	2C3CDXAT4EH343789	ROAD PATROL/TRAFFIC	12/9/2022
217116	2017 Dodge Charger	2C3CDXAT8HH625325	ROAD PATROL/TRAFFIC	1/3/2023

Invitation to Bid

Sealed bids will be received at this office until **Thursday, September 29, 2022 @ 11:00 a.m.** via ZOOM **Meeting ID: 862 0863 3243; Passcode: 336929** for furnishing:

Bid Item #22-289 Dodge Police Charger for Augusta, GA – Central Services Department – Fleet Management

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, September 27, 2022 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder.

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

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

Augusta Procurement Department
Attn: 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	September 15, 22, 26, 2022
Metro Courier	September 15, 2022

Bid Opening Item #22-289
2021 Dodge Charger Automobile Police Model
for Augusta, Georgia- Central Services Department-
Fleet Maintenance Division
Bid Due: Thursday, September 29, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 14
Georgia Registry: 251
Total packages submitted: 1
Total Non-Compliant: 0

VENDORS	Thomson Motor Center 2158 Washington Road NE P.O. Box 847 Thomson, GA 30824
Attachment B	Yes
E-Verify Number	369935
SAVE Form	Yes
BIDDER OFFER	
Year:	2023
Make:	Dodge
Model:	Charger
VEHICLE/OPTIONS REQUIRED	
5.01 Administrative Package - Police Model Charger Option 1	$36,833.00
5.01 Administrative Package - Police Model Charger Option 2	NB
5.01 Administrative Package - Police Model Charger Option 3	NB
5.02 Civil Package - Police Model Charger Option 1	$37,873.00
5.02 Civil Package - Police Model Police Model Charger Option 2	NB
5.02 Civil Package - Police Model Police Model Charger Option 3	NB

Bid Opening Item #22-289
2021 Dodge Charger Automobile Police Model
for Augusta, Georgia- Central Services Department-
Fleet Maintenance Division
Bid Due: Thursday, September 29, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 14
Georgia Registry: 251
Total packages submitted: 1
Total Non-Compliant: 0

VENDORS	Thomson Motor Center 2158 Washington Road NE P.O. Box 847 Thomson, GA 30824
5.03 Marshal Package - Police Model Charger Option 1	$40,946.00
5.03 Marshal Package - Police Model Police Model Charger Option 2	NB
5.03 Marshal Package - Police Model Police Model Charger Option 3	NB
5.04 Patrol Package V8 - Police Model Charger Option 1	$44,117.00
5.04 Patrol Package V8 - Police Model Police Model Charger Option 2	NB
5.04 Patrol Package V8 - Police Model Police Model Charger Option 3	NB
5.05 Traffic Package V8 - Police Model Charger Option 1	$44,507.00
5.05 Traffic Package V8 - Police Model Police Model Charger Option 2	NB
5.05 Traffic Package V8 - Police Model Police Model Charger Option 3	NB

Bid Opening Item #22-289
2021 Dodge Charger Automobile Police Model
for Augusta, Georgia- Central Services Department-
Fleet Maintenance Division
Bid Due: Thursday, September 29, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 14
Georgia Registry: 251
Total packages submitted: 1
Total Non-Compliant: 0

VENDORS	Thomson Motor Center 2158 Washington Road NE P.O. Box 847 Thomson, GA 30824
5.06 Patrol Package V6 - Police Model Charger Option 1	$43,565.00
5.06 Patrol Package V6 - Police Model Police Model Charger Option 2	NB
5.06 Patrol Package V6 - Police Model Police Model Charger Option 3	NB
5.07 Traffic Package V6 - Police Model Charger Option 1	$43,955.00
5.07 Traffic Package V6 - Police Model Police Model Charger Option 2	NB
5.07 Traffic Package V6 - Police Model Police Model Charger Option 3	NB
5.08 Narcotics Package - Police Model Charger Option 1	$38,948.00
5.08 Narcotics Package - Police Model Police Model Charger Option 2	NB
5.08 Narcotics - Police Model Police Model Charger Option 3	NB
6.00 OPTIONAL ITEMS	

Bid Opening Item #22-289
2021 Dodge Charger Automobile Police Model
for Augusta, Georgia- Central Services Department-
Fleet Maintenance Division
Bid Due: Thursday, September 29, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 12
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 14
Georgia Registry: 251
Total packages submitted: 1
Total Non-Compliant: 0

VENDORS	Thomson Motor Center 2158 Washington Road NE P.O. Box 847 Thomson, GA 30824
6.01 Pit Bar Option 1	$1,505.00
6.01 Pit Bar Option 2	NB
6.01 Pit Bar Option 3	NB
Delivery Schedule	4-6 months from order
Exceptions	Please see exceptions noted by vendor.

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Laquona C. Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: **Geri Sams, Director, Procurement Department**

THROUGH: **Ron Lampkin, Interim Director, Central Services Department**

FROM: **Laquona C. Sanderson, Fleet Manager, Central Services Department, Fleet Management Division**

DATE: **August 1, 2022**

SUBJECT: **Recommendation for Bid #22-289 – Dodge Charger Police Charger**

Fleet Management would like to recommend the award of bid # 22-289, to Thomson Motor Center of Thomson, GA. The vendor's submission met the requirements of the bid and provided all of the options requested.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

LCS/ams

MILTON RUBEN CHRYSLER DODGE
ATTN: DAVID PERIVAL
3518 WASHINGTON ROAD
AUGUSTA, GA 30907

THOMSON MOTOR CENTRE
ATTN: MAC MCALLISTER
2158 WASHINGTON ROAD NE
THOMSON, GA 30824

AKINS FORD CORP
ATTN: ROZ ICENHOUR
220 WEST MAY STREET
WINDER, GA 30680

BUTLER CHRYSLER DODGE JEEP
ATTN: TINA NEILL
1555 SALEM ROAD
BEAUFORT, SC 29902

ED VOYLES AUTOMOTIVE GROUP
ATTN: GLENN PETERSON
789 COBB PARKWAY SE
MARIETTA, GA 30060

HARRY LEWIS CHRYSLER DODGE
ATTN: MIKE MASTERS
196 ALABAMA BLVD.
PO BOX 74
JACKSON, GA 30233

LANDMARK CHRYSLER DODGE JEEP
ATTN: PETE BARNETT
6850 MOUNT ZION BLVD
MORROW, GA 30260

FIRST MOBILE TECHNOLOGIES
ATTN: DEAN ALBERTSON
1013 CONSHOHOCKEN ROAD SUITE 316
CONSHOKOCKEN, PA 19428

MATT FORTE
ALAN JAY AUTOMOTIVE NETWORK
1896 BLUEBONNET WAY
FLEMING ISLAND, FL

WAYNESBORO CHRYSLER DODGE
ATTN: PAUL THIGPEN
480 HIGHWAY 25 NORTH
WAYNESBORO, GA 30830

JIMMY BRITT CHRYSLER DODGE
7188 VETERANS MEMORIAL PKWY.
STATESBORO, GA 30458-5680

JTs DODGELAND
190 GREYSTONE BLVD.
COLUMBIA, SC 2910

LAQUANA SANDERSON
FLEET MANAGEMENT

PHYLLIS JOHNSON
COMPLIANCE

ANTHONT SEBEK
FLEET MANANGEMENT

BID ITEM 22-289
DODGE POLICE CHARGER
FOR CENTRAL SERVICES-FLEET
MANAGEMENT DIVISION
MAILED SEPTEMBER 15, 2022

BID ITEM 22-289
DODGE POLICE CHARGER
FOR CENTRAL SERVICES-FLEET
MANAGEMENT DIVISION
BID DUE: THUR. 09/29/22 @ 11:00 A.M.

BIDDERS LIST

BID ITEM #_____ COST $_____

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Sterling Fisher 100 Woodlawn Park Dr. McDonough, GA 30253				NW	9/23/22
2						
3						
4						
5						
6						
7						
8						
9						
0						
1						

Wheels, Inc. 2022-09-15	knott@wheels.com Knott, Peter	N	NOM
ZBS & Associates, LLC 2022-09-15	info@zbsga.com Jewell, TJ	N	NOM
ZT AUTO CDJR UNION CITY LLC 2022-09-15	RAMTRUCKS1970@GMAIL.COM PARRISH, ROB	N	NOM
e-Watch Corporation 2022-09-15	pgiles@e-watch.com Giles, Patrick	N	NOM
lonni cobb ford llc 2022-09-15	lcag.fleet@gmail.com blackstock, steven	N	NOM
republic diesel 2022-09-15	chris.redden@republicdiesel.com redden, chris	N	NOM
the rilevare group llc 2022-09-15	tynesha813@aol.com cross, tynesha	Y	AFA

ETHNIC GROUP	COUNT
African American	21
Asian American	0
Native American	3
Hispanic/Latino	5
Pacific Island/American	0
Non Minority	140
Not Classified	0
Total Number of Vendors	169
Total Number of Contacts	251

PR_bid_email_list

Planholders

Add Supplier | Export To Excel

Supplier (2)

Supplier	Download Date
Onvia, Inc. - Content Department	09/26/2022
STEP ONE AUTOMOTIVE	09/18/2022

Add Supplier

Supplier Details

Supplier Name	Onvia, Inc. - Content Department
Contact Name	Content Source Management
Address	509 Olive Way, Suite 400 , Seattle, WA 98101
Email	sourcingsupport@deltek.com
Phone Number	206-373-9500

Documents

Filename	Type	Action
22-289_ITB	Bid Document / Specifications	View History

Engineering Services Committee

Meeting Date: 1/31/2023

Benesch Supplement Funding

Department:	Utilities
Presenter:	Wes Byne, Director
Caption:	Consider approval of supplemental funding to continue on-call engineering services by Alfred Benesch & Company for Utilities Department on Fort Gordon (P313469).
Background:	Fort Gordon is undergoing a post transformation program. Construction and renovation projects are planned throughout the post for the Army Cyber Command, NSA, DDEAMC and various other associated military units. And the Fort Gordon community facilities such as Post Exchange, MWR, and housing units also have projects underway or planned in support of the growth. Augusta Utilities Department (AUD) is the contracted water, sanitary sewer, and irrigation utility provider for Fort Gordon. AUD not only operates and maintains these systems, but must also plan and construct system expansions to meet Fort Gordon's growth. Additional engineering support is needed to meet these increasing utility requirements, which Fort Gordon sometimes makes on short notice.
Analysis:	Alfred Benesch & Company (formerly W.R. Toole Engineers) is currently providing on-call engineering services for AUD on Fort Gordon to help meet these needs. This has enabled AUD to respond better and more quickly to Fort Gordon. Since 2016, AUD has assigned 18 tasks to Benesch, which commits $796,590.29 of the current $800,000.00 funded amount. Thirteen tasks are completed, two are ongoing, and three are under construction. In order to continue Benesch's on-call services to perform additional tasks, AUD requests approval of supplemental funding to add $200,000.00 to their contract.
Financial Impact:	Supplemental funds requested are $200,000.00.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of supplemental funding to add $200,000 to the contract with Benesch to continue to provide on-call engineering services for AUD on Fort Gordon.
Funds are available in the following accounts:	507043490-5212115 / 88888888-5212115

REVIEWED AND APPROVED BY: N/A

Alfred Benesch & Com
1005 Broad Street, Suite 200
Augusta, GA 30901
www.benesch.com
P 706-722-4114
F 706-722-6219

December 14, 2022

Augusta Utilities Department
360 Bay Street, Suite 180
Augusta, GA 30901

Attention: **Mr. Steven M. Behrend, PE**

Subject: **Fort Gordon – Master Contract Amendment #4, Benesch Proposal # P2319107**

Mr. Behrend:

Alfred Benesch & Company (Benesch) is pleased to submit this proposal for supplemental services to the Augusta Utilities Department for "On-Call" Professional Services related to water and sewer improvements on Fort Gordon. Per our previous discussions, we request that **$200,000.00** to be added to the Master Agreement for Engineering Services for Various Projects at Fort Gordon. A summary of changes to the original purchase order P313469 are as follows:

- Original Contract Amount = $300,000.00 (Approved by commission 10/18/16)
- Previous Amendment #1 = $200,000.00 (Approved by commission 9/5/17)
- Previous Amendment #2 = $100,000.00 (Approved by commission 2/11/20)
- Previous Amendment #3 = $200,000.00 (Approved by commission 12/8/20)
- Current Amendment = $200,000.00
- Net Total Contract Amount = **$1,000,000.00**

Benesch will continue to provide services (Task Orders) to Augusta Utilities Department on an as-needed basis. As we have done previously, we will prepare separate Task Order Proposals describing the proposed work procedure, schedule, and fee structure to complete the services requested by AUD. No work will be completed without prior written authorization.

Again, we appreciate this opportunity to provide a proposal for the Augusta Utilities Department and we look forward to continuing our work with the County. Should you have any questions please feel free to contact our office.

Sincerely,

Alfred Benesch & Company

Victor Conover, PE, CFM
Project Manager

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

PURCHASE ORDER

PURCHASE: P313469

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
01/22/21	043490	(706) 722-4114	R278684

VENDOR #	E-VERIFY #	EMAIL
24648	307873	BSCHACHTNER@BENESCH.COM

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
ALFRED BENESCH & COMPANY
35 WEST WACKER DR.
SUITE 3300
CHICAGO, IL 60601

ATTN: CO #3
BID NUMBER: 13-124
CONTRACT #:
BUYER: NANCY

SHIP TO:
AUGUSTA UTILITIES ADMIN
452 WALKER STREET
SUITE 200
AUGUSTA, GA 30901

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ENGINEERING SERVICES FOR VARIOUS PROJECTS AT FORT GORDON APPROVED BY COMMISSION 10/18/16, ITEM #26 507-04-3490/52-12115	300,000.00	300,000.00
0002	1	EACH		CO #1; SEVEN ADDITIONAL TASK FOR FORT GORDON TO INCLUDE TASK 1: SANITARY SEWER FLOW MONITORING TASK 2: CULTURAL RESOURCE STUDY TASK 3: LAND SURVEYING AND MAPPING TASK 4: WETLAND DELINEATION TASK 5: MASTER PLAN SUPPORT SVCS TASK 6: 15TH STREET SANITARY SEWER SURVEY TASK 7: WASTEWATER COLLECTIONS SYSTEM MODELING APPROVED BY COMMISSION 9/5/17, ITEM #19 ***CONTINUED***	200,000.00	200,000.00

CORRECTION: INITIALS DATE 1/23/21
DISENCUMBRANCE: INITIALS DATE
VOID INITIALS DATE

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

Sent by:
JAN 26 2021
Jess Thompson
REQUISITIONER

NET TOTAL.....

APPROVED FOR ISSUE
G A Sams
PROCUREMENT DIRECTOR

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

PURCHASE
P313469

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
01/22/21	043490	(706) 722-4114	R278684

VENDOR #	E-VERIFY #	EMAIL
24648	307873	BSCHACHTNER@BENESCH.COM

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
ALFRED BENESCH & COMPANY
35 WEST WACKER DR.
SUITE 3300
CHICAGO, IL 60601

ATTN: CO #3
BID NUMBER: 13-124
CONTRACT #:
BUYER: NANCY

SHIP TO:
AUGUSTA UTILITIES ADMIN
452 WALKER STREET
SUITE 200
AUGUSTA, GA 30901

BILL TO:
AUGUSTA, GEORGIA
ACCOUNTING DEPARTMENT, SUITE 800
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GA 30901-2379
(706) 821-2335

ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
				507-04-3490/52-12115		
0003	1	EACH		CO #2: ADDITIONAL ENGINEERING SERVICES NEEDED FOR FORT GORDONTO OPERATTE, MAINTAIN, PLAN AND CONSTRUCT FOR EXPANSIONS OF FORT GORDON APPROVED BY COMMISSION 2/18/20, ITEM #17	100,000.00	100,000.00
				507-04-3490/52-12115		
0004	1	EACH		CO #3: ADDITIONAL ENGINEERING SUPPORT FOR POST TRANSFORMATION PROGRAM CONSTRUCTION APPROVED BY COMMISSION 12/8/20, ITEM #34	200,000.00	200,000.00
			G/L	507-04-3490/52-12115		
			J/L	88888888 - 5212115		

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL..... 800,000.00

APPROVED FOR ISSUE
G A Sams
PROCUREMENT DIRECTOR

REQUISITIONER

Commission Meeting

Meeting Date: 02/07/23

Construction Services for Landfill Phase 3 Unfinished Liner Completion

Morgan Corp Landfill Phase 2C Contract Supplement / RFP 21-183

Department:	Engineering & Environmental Services
Presenter:	Hameed Malik, Director of Engineering & Envir. Services
Caption:	Approve Supplementing Construction Contract of Landfill Phase 3 Unfinished Liner (Cell 3B2) Construction Services to Morgan Corp. Also, approve supplemental funding for $2,981,252 for completing Cell 3B2 construction. Requested by Engineering. RFP 21-183
Background:	Blue Ridge Service Inc. (BRS) is providing landfill Phase 3C air space management services and indicated that current certified airspace most likely will be filled close to end of March 2023. It created a pressing need to move forward with finishing the unfinished liner segment (Cell 3B2) and get it certified for waste placement ASAP. Initial steps, such as Cell 3B2 condition assessment & construction fee schedule quantities development, are already completed and construction plans are ready to commence construction. Work includes targeted repairs to placed unprotected liner and its subgrade, extension of leachate and storm lines and placement of protective two-foot cover layer.
Analysis:	Aforementioned activities are very specialized services and Morgan Corp has extensive experience in this type of construction and being onsite can mobilize resources immediately. Given urgency to get Cell3B2 waste placement ready close to March 2023, Engineering is seeking to supplement Cell 3B2 construction to the In-progress Phase 2C construction contract. It is Engineering determination that supplementing Cell 3B2 construction to landfill Phase 2C Closure construction work in-progress is cost effective timely option and Morgan Corp has onsite needed resources and equipment that can be mobilized immediately.
Financial Impact:	Funds available in FY2022 CIP Construction ($2,500,000) and Landfill unrestricted reserve funds ($500,000).
Alternatives:	No alternate proposed
Recommendation:	Approve Supplementing Construction Contract of Landfill Phase 3 Unfinished Liner (Cell 3B2) Construction Services to Morgan Corp. Also, approve supplemental funding for $2,981,252 for completing Cell 3B2 construction. Requested by Engineering. RFP 21-183.

Funds are available in the following accounts: Landfill FY2022 CIP ($2.5M) & Unrestricted Reserve ($0.5M) - The $2.5 million was included in the

$7.0 million FY2022 Landfill budget increase approved by Commission. The funds are currently unspent

in the FY2022 budget and will require carryover into FY2023 budget. Landfill g/l accounts affected:

541 044210 5211120 $2,203,180 (Contractual Services); 541 044210 5212115 $264,740 (Engineering)

541 044210 5422510 $32,080 (Heavy Equipment)

REVIEWED AND APPROVED BY: N/A

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO: Ms. Geri Sams, Director - Procurement

FROM: Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

DATE: Monday, January 16, 2023

SUBJECT: Construction Services for Landfill Phase 3 Unfinished Liner Completion
Morgan Corp Landfill Phase 2C Contract Supplement
RFP 21-183
File Reference: 23-014(A)

Augusta Engineering & Environmental Services Department (AE&ESD) is seeking to supplement Landfill Phase 3 Unfinished Liner (Cell 3B2 Construction) completion contract to the In-progress Landfill Phase 2C Closure Construction contract. The following paragraphs state reasoning for extending contract and proceed with completing Cell 3B2 construction and getting it ready for waste placement as soon as possible. Work includes targeted repairs to placed unprotected liner and its subgrade, extension of leachate and storm lines and placement of protective two-foot cover layer. It is AE&ESD determination that supplementing Cell 3B2 construction to landfill Phase 2C Closure construction work in-progress is cost effective timely option and Morgan Corp has onsite needed resources and equipment that can be mobilized immediately.

Blue Ridge Service Inc. (BRS) is providing landfill Phase 3C air space management services and indicated that current certified airspace most likely will be filled close to end of March 2023. It created a pressing need to move forward with finishing the unfinished liner segment (Cell 3B2) and get it certified for waste placement. Initial steps, such as Cell 3B2 condition assessment & construction fee schedule quantities development, are already completed and construction plans are ready to commence construction. Aforementioned activities are very specialized services and Morgan Corp has extensive experience in this type of construction and can mobilize resources immediately. Given urgency to get Cell3B2 waste placement ready close to March 2023, AED is seeking to supplement Cell 3B2 construction to the In-progress Phase 2C construction contract.

Thank you.

/hm

cc: Darrell White & Nancy Williams, Procurement Department
Oscar Flite and Walt Corban, AE&ESD
File

Augusta Engineering Administration
452 Walker Street, Suite 110 – Augusta, GA 30901
Office: (706) 796 – 5040 Fax: (706) 796 -5045
www.augustaga.gov

Section 00200 Bid Proposal Form

Deans Bridge Road Landfill
Phase III, Stage I, Cell 3B2 Construction

The following prices are hereby given by the Bidder for each Item herein below delineated to be used for the dual purpose of: a) arriving at an estimated total Bid Price; and b) establishing price factors to be utilized in adjustments to the estimated total price resulting from change orders issued in accordance with these Contract Documents. Said total price being the OWNER'S guide to the qualified low Bidder. An incomplete Bid Form shall be considered non-responsive.

Item No.	Description	Unit	Estimated Quantity	Unit Price ($)	Amount ($)
001	Mobilization/Demobilization: Includes cost for insurance, mobilization, performance of preparatory paperwork and construction operations, movement of personnel, equipment, supplies and incidentals to the project site and furnishing and installing at the beginning of the project as well as removing and disposing at the conclusion of the project the temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities.	LS	1	$ 66,095.00	$ 66,095.00
002	Project Survey (Subgrade, Geomembrane, Protective Cover): Includes preparatory work for surveying, establishing construction controls, baseline surveys, partial surveys, location of utilities, stakeout of elevation and positional information required to complete the construction, record keeping, and obtaining all survey information required to compile Record “As-Built” Drawings. “As-built” drawings must be signed and sealed by a surveyor licensed in the State of Georgia.	LS	1	$ 70,075.00	$ 70,075.00
003	Erosion and Sediment Control: Includes furnishing, installing, and maintaining: silt fence, temporary or intermediate seeding and mulching, temporary stormwater channels and diversions, temporary sediment basin stabilization and maintenance, temporary construction entrance, filter ring, check dams, temporary HDPE down drains, matting and blankets, removal of sediment from roads and stormwater channels resulting from Contractor’s work and placed in a designated stockpile area.	LS	1	$ 103,790.00	$ 103,790.00
004	24-inches of Compacted Soil below the Geomembrane: Includes all necessary labor, equipment, establishing construction controls, surveying, excavation, loading, hauling, placement, stockpiling, testing, and all other appurtenances and incidentals required to repair the subgrade below the geomembrane in accordance with the Contract Drawings.	CY	14,000	$ 11.20	$ 156,800.00
005	Waste Removal for Tie-in to Existing Liner - Cut: Includes all necessary labor, equipment, establishing construction controls, surveying, excavation, loading, hauling, placement, stockpiling, testing, and all other appurtenances and incidentals required to complete the relocation of refuse for repairs to the liner system in proximity to existing waste.	CY	3,000	$ 8.55	$ 25,650.00
006A	Structural fill (Soil under subgrade, stormwater ditch and on top of the proposed stage separation berm): Includes all necessary materials, equipment, transportation, labor, and appurtenances, necessary to obtain soil from on-site borrow area or relocated from the construction limits, loading, hauling, placement, stockpiling, surveying, testing, and all other appurtenances and incidentals required to complete the construction of the proposed stage separation berm.	CY	19,000	$ 6.75	$ 128,250.00
006B	Cut (Stormwater ditch, compromised subgrade, compacted soil below the geomembrane): Includes all necessary materials, equipment, transportation, labor, and appurtenances, necessary to cut/excavate soil from the stormwater ditch and damaged subgrade and/or compacted soil below the geomembrane from the construction limits, loading, hauling, placement, stockpiling, surveying, testing, and all other appurtenances and incidentals required .	CY	10,000	$ 7.15	$ 71,500.00
007	Existing Stage Separation Berm Repair: Includes all necessary materials, equipment, transportation, labor, and appurtenances, necessary to obtain soil from stockpile adjacent to the construction area or relocated from the construction limits, loading, hauling, placement, stockpiling, surveying, testing, rain flap and all other appurtenances and incidentals required to complete the repair of the existing stage separation berm as shown in the Contract Drawings.	LF	650	$ 130.00	$ 84,500.00

Section 00200 Bid Proposal Form

Deans Bridge Road Landfill
Phase III, Stage I, Cell 3B2 Construction

The following prices are hereby given by the Bidder for each Item herein below delineated to be used for the dual purpose of: a) arriving at an estimated total Bid Price; and b) establishing price factors to be utilized in adjustments to the estimated total price resulting from change orders issued in accordance with these Contract Documents. Said total price being the OWNER'S guide to the qualified low Bidder. An incomplete Bid Form shall be considered non-responsive.

Item No.	Description	Unit	Estimated Quantity	Unit Price ($)	Amount ($)
008	Stormwater Structures and Piping:	LS	1		$ -
008A	30" HDPE Stormwater Pipe: Install the 30” stormwater pipe including, but not limited to, excavation, bedding, backfilling, soil compaction, fittings, 30” Corrugated HDPE Smooth Interior piping, quality control surveying, testing, geotextiles, manuals, warranties, start-up, outlet protection, rip-rap apron, flared end section and all other incidentals associated with the Work under this Bid Item for a complete and acceptable system.	LF	216	$ 77.10	$ 16,653.60
008B	Rip-Rap Lined Ditch: Includes all equipment, materials, labor and appurtenances necessary to construct the riprap ditch including, but not limited to, bedding, backfilling, soil compaction, fittings, piping, quality control surveying, testing, rip-rap, geotextiles, manuals/warranties, outlet protection, rip-rap apron, flared end section and all other incidentals associated with the Rip-Rap Ditch for a complete and acceptable system, in accordance with the Contract Drawings.	LF	0	$ 479.50	$ -
009	Geosynthetic Clay Liner, Primary: Includes delivery, stockpiling, inventory, deployment, quality control testing, placement, protection, cleaning, patching, tie-ins with existing Work, boots and connections required for liner penetrations, anchor trenches, welding, repairs. This bid item shall also include loading, hauling, furnishing specified materials and documentation associated with manufacture of the GCL materials, and all other incidentals associated with this Bid Item.	SF	71,042	$ 2.05	$ 145,636.92
010	60 mil Textured HDPE Geomembrane Liner, Primary: Includes delivery, stockpiling, inventory, deployment, quality control testing, placement, protection, cleaning, patching, repairs, boots and connections required for liner penetrations, anchor trenches, welding, repairs, furnishing specified materials and documentation associated with manufacture of the HDPE materials, and all other incidentals associated this Bid Item.	SF	93,042	$ 1.85	$ 172,128.44
010A	60 Mil Textured HDPE Geomembrane Liner Removal And Disposal In Active On Site Landfill	SF	4,500	$ 4.50	$ 20,250.00
011A	Protective Layer/Drainage Sand Layer, 24-inches Minimum Thickness, Onsite Stockpile Soils: Includes all necessary materials, equipment, transportation, labor, and appurtenances necessary to obtain Protective Layer (Drainage Sand) from the on-site borrow areas/stockpile, transportations costs, loading, hauling, stockpiling, placement, compaction, finish grading to achieve uniform grades, surveying, testing, and all other incidentals required to install the 24 inches of Protective Layer (Drainage Sand) where shown on the Contract Drawings.	CY	1,000	$ 8.35	$ 8,350.00
011B	Protective Layer/Drainage Sand Layer, 24-inches Minimum Thickness, Screen Onsite Soils from Borrow Area: Includes all necessary materials, equipment, transportation, labor, and appurtenances necessary to obtain Protective Layer (Drainage Sand) from the on-site borrow areas, transportations costs, loading, screening, hauling, stockpiling, placement, compaction, finish grading to achieve uniform grades, surveying, testing, and all other incidentals required to install the 24 inches of Protective Layer (Drainage Sand) where shown on the Contract Drawings.	CY	27,000	$ 23.20	$ 626,400.00
012	60-mil Geosynthetic Rain Tarp with Sandbags: Includes all equipment, materials, labor, stockpiling, inventory, on-site handling, deployment, placement, ballasting with UV resistant sandbags on a 10-foot by 10-foot grid secured with ropes, protection, patching, seaming, as-built documentation, and all other incidentals associated with this Bid Item.	SF	67,490	$ 1.75	$ 118,106.80

Section 00200 Bid Proposal Form

Deans Bridge Road Landfill
Phase III, Stage I, Cell 3B2 Construction

The following prices are hereby given by the Bidder for each Item herein below delineated to be used for the dual purpose of: a) arriving at an estimated total Bid Price; and b) establishing price factors to be utilized in adjustments to the estimated total price resulting from change orders issued in accordance with these Contract Documents. Said total price being the OWNER'S guide to the qualified low Bidder. An incomplete Bid Form shall be considered non-responsive.

Item No.	Description	Unit	Estimated Quantity	Unit Price ($)	Amount ($)
013	6-inch HDPE Leachate Collection Pipe (Perforated, All Inclusive): Includes furnishing specified materials and documentation associated with the manufacture of the HDPE pipe materials, geotextile and drainage stone, material delivery, stockpiling, inventory, placement, testing, surveying, and all other incidentals associated with this Bid Item.	LF	1,296	$ 107.50	$ 139,320.00
014	6-inch HDPE Leachate Collection Pipe, Solid: Includes all equipment, material, labor, material delivery, stockpiling, inventory, placement, threaded caps, testing, tie-ins to other pipes, pipe penetrations, surveying, cleaning of HDPE piping as necessary and supplying video documentation to prove it, HDPE fittings, elbows, cover plates, hardware, furnishing specified materials and documentation associated with the manufacture of the HDPE pipe materials, and all other incidentals associated with this Bid Item.	LF	54	$ 382.50	$ 20,655.00
015	Sub-Liner Pump Installation and Dewatering in Existing Cell 3B2: Includes all equipment, labor, material, pump installation, hauling liquid to leachate tank, temporary hoses to sediment ponds, electrical components, and all other incidentals associated with this bid item.	LS	1	$ 319,640.00	$ 319,640.00
016	Tie-in to Existing Liner and Leachate Line: Includes all exposing the existing bottom liners, cleaning exposed existing liner, and connections to the existing GCL, Geocomposite, HDPE liner systems, and leachate piping. This item shall include installation of 6” LFG piping to maintain vacuum to the existing leachate cleanouts.	LS	1	$ 237,520.00	$ 237,520.00
017	12-MIL Raintarp Includes unloading, stockpiling, inventory, on-site handling, deployment, placement, ballasting with UV resistant sandbags on a 10-foot by 10-foot grid secured with ropes, protection, patching, seaming, as-built documentation, and all other incidentals associated with this Bid Item.	SF	589,941	$ 0.75	$ 442,456.02
018	Seeding and Grassing: Includes materials, labor, equipment, conditioning topsoil with fertilizer and/or lime application, supplying and installing seed, replanting, repair of erosion, maintaining areas seeded through final acceptance of the Work, and any other work necessary to produce a uniform stand of grass.	SY	6,500	$ 1.15	$ 7,475.00
	SUBTOTAL BASE BID PRICE (Total of Items 1 Thru 18)				$ 2,981,251.78

Engineering Services Committee

Meeting Date: January 31, 2023

Trash Hauler Contract

Department:	N/A
Presenter:	N/A
Caption:	Review trash hauler contract that was approved on January 3 meeting and rescind if needed per legal recommendations per January 19 meeting in Administrator Douse's office. **(Requested by Mayor Pro Tem Brandon Garrett)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Brandon Garrett <bwgarrett@azaleaoutdoor.com>
Sent: Tuesday, January 24, 2023 5:28 PM
To: Lena Bonner; Commissioner Alvin D. Mason; Commissioner Catherine Smith-McKnight; Commissioner Sean Frantom; Commissioner Wayne Guilfoyle
Subject: [EXTERNAL] Engineering Services Agenda Item

Review trash hauler contract that was approved on Jan 3 meeting and rescind if needed per legal recommendations per Jan 19 meeting in Administrator Douse office.

In service,

Brandon Garrett
Azalea Outdoor
706.836.6317

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

Finance Committee

Meeting Date: January 31, 2023

Workforce Study

Department:	N/A
Presenter:	N/A
Caption:	Discuss a workforce study to right size the Government in preparation of the budget shortfall coming in 2024 when the ARP money is exhausted. **(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
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Wayne Guilfoyle
Sent: Thursday, January 26, 2023 8:25 AM
To: Lena Bonner
Subject: Finance committee agenda

Discuss a workforce study to right size the Government in preparation of the budget shortfall coming in 2024 when the AFP money is exhausted.

Thank you Wayne G.

Get Outlook for iOS

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

Public Safety Committee Meeting

Meeting Date: 01/31/2023

Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri)

Department:	Information Technology
Presenter:	Evelyn Chanti
Caption:	Motion to approve Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc. (Esri) as a sole source procurement.
Background:	The Information Technology Department seeks to enter a three-year software Enterprise Agreement with the Environmental Systems Research Institute (Esri), paid in three yearly payments. Esri is a leading provider of Geographic Information Systems (GIS) software. Augusta has used Esri products for many years for GIS-related activities, including Augusta's geodatabase and WebGIS services. Esri is the sole provider for Esri products. Procurement has reviewed and approved this purchase as a sole source procurement.
Analysis:	The Esri Small Municipal and County Government Enterprise Agreement offers Augusta access to a wide array of Esri GIS software on an unlimited basis during the agreement term. The Enterprise Agreement offers Augusta a lower cost per unit than purchasing individual term licenses for each software program. It also offers Augusta additional flexibility, as the City can add users and deploy innovative Esri products without additional fees. The Enterprise Agreement provides a simple, cost-effective mechanism for Information Technology staff to focus on maintaining and expanding Augusta's GIS services within available resources.
Financial Impact:	The 2023 Enterprise Agreement cost is $145,000.00. These funds are included in the 2023 Information Technology operating budget.
Alternatives:	Do not approve the Enterprise Agreement. Augusta would need to purchase individual licenses for each Esri product used. In order to remain within budget, Augusta would need to reduce its current number of licensed users and editors.
Recommendation:	Approve Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc.
Funds are available in the following accounts:	101015410-5223110

REVIEWED AND APPROVED BY: N/A

Quotation # Q-475700

Date: November 15, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 6941 Contract #

City of Augusta
Information Technology Dept
535 Telfair St
Augusta, GA 30901-2371

ATTENTION: Evelyn Chanti
PHONE: (706) 821-4239
EMAIL: chanti@augustaga.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/19/2022 To: 2/18/2023

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	$145,000.00	$145,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 2	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 3	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$475,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$475,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Tyler Nuttall	tnuttall@esri.com	(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

NUTTALLT **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
15 ArcGIS Insights in ArcGIS Enterprise
15 ArcGIS Insights in ArcGIS Online
200 ArcGIS Tracker for ArcGIS Enterprise
200 ArcGIS Tracker for ArcGIS Online
7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
7 ArcGIS Utility Network User Type Extensions (Enterprise)
7 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**5**
Number of Tier 1 Help Desk individuals authorized to call Esri	**5**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Augusta, GA
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

_____
Clerk of Commission

CUSTOMER CONTACT INFORMATION

Contact: Evelyn Chanti

Address: 535 Telfair St Bldg 2000

City, State, Postal Code: Augusta, GA 30901

Country: United States

Quotation Number (if applicable): Q-475700

Telephone: 706-821-4239

Fax: _____

E-mail: chanti@augustaga.gov

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

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1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

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7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Augusta GEORGIA

Print For Item 18.

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

2022 NOV 17 3:52PM

Vendor: Esri **E-Verify Number:** 121529

Commodity: GIS Software Agreement

Estimated annual expenditure for the above commodity or service: $ 145,000.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

x 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

x 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: Tameka Allen Department: Information Technology Date: 11/16/22

Department Head Signature: _____ Date: 11/17/2022

Approval Authority: C A Samuels Date: 11/18/2022

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval

Rev. 09/10/12

Augusta GEORGIA

INFORMATION TECHNOLOGY

Tameka Allen
Chief Information Officer

Reggie Horne
Deputy Chief Information Officer

Gary Hewett
Deputy Chief Information Officer

To: Ms. Geri Sams, Director, Procurement

From: Ms. Tameka Allen, CIO, Information Technology

Date: November 16, 2022

Subject: Sole Source Justification – Esri Enterprise Agreement

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The Information Technology Department requests approval of a sole source purchase through the Environmental Systems Research Institute (Esri). Esri is a leading provider of Geographic Information Systems (GIS) software. Augusta uses Esri products for all GIS-related activities, including Augusta's geodatabase and WebGIS services. Esri is the sole provider for Esri products.

The Esri Small Municipal and County Government Enterprise Agreement is a new three-year agreement for 2023-2025. (Augusta's current Enterprise Agreement expires February 18, 2023.) The Enterprise Agreement will grant Augusta access to a wide array of Esri GIS software on an unlimited basis during the agreement term. The enterprise agreement model offers Augusta a lower cost per unit than purchasing individual term licenses for each software program. It also offers Augusta additional flexibility, as the City can add users and deploy innovative Esri products without additional fees.

The total 3-year cost of the Enterprise Agreement is $475,000.00. The 2023 portion is $145,000.00. These funds are included in the Information Technology operating budget (101015410-5223110).

I am requesting your approval to proceed with this endeavor. Following your approval, we will submit to the Augusta Commission. Thank you in advance for your consideration and response.

Approve/~~Deny~~: GASams Date: 11/18/2022

Ms. Geri Sams, Director, Procurement

Information Technology
535 Telfair Street, Building 2000
Augusta, GA 30901
(706) 821-2522 – FAX (706) 821-2530
www.AugustaGa.gov

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: April 20, 2018

TO: To Whom It May Concern

FROM: Jackie Ricks, Esri Contract Coordinator/Contracts & Legal Department

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products in the United States.

Esri is the sole-source provider of the following Esri products in the U.S. commercial, state, and local government marketplace:

- AppStudio for ArcGIS
- ArcGIS Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS Desktop Advanced
- ArcGIS Desktop Standard
- ArcGIS Developer Subscription
- ArcGIS Enterprise
- ArcGIS for Aviation Bundle
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS GeoAnalytics Server
- ArcGIS GeoEvent Server
- ArcGIS GIS Server and extensions
- ArcGIS Hub
- ArcGIS Image Server
- ArcGIS Monitor
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Drone2Map for ArcGIS
- Esri Business Analyst Online
- Esri Business Analyst Server
- Esri Community Analyst
- Esri Defense Mapping Bundle
- Esri MapStudio
- Esri Maps Products
- Esri Services Packages
- Insights for ArcGIS
- Navigator for ArcGIS
- Portal & Hosted Portal for ArcGIS

In an effort to support diversity in federal contracting, Esri has authorized certain businesses (see GSA Advantage! for details) as resellers of perpetual licenses for the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS Desktop Advanced
- ArcGIS Desktop Standard

Esri also distributes certain software licenses in combination with non-Esri software or services through open-market value-added resellers and OEMs. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

J. Ricks

Jackie Ricks



Quotation # Q-475700

Date: November 15, 2022

Customer # 6941 **Contract #**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 **Fax: (909) 307-3049**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

City of Augusta
Information Technology Dept
535 Telfair St
Augusta, GA 30901-2371

ATTENTION: Evelyn Chanti
PHONE: (706) 821-4239
EMAIL: chanti@augustaga.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/19/2022 To: 2/18/2023

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	$145,000.00	$145,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 2	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 3	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$475,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$475,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Tyler Nuttall	tnuttall@esri.com	(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

NUTTALLT **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

esri | OF WHERE

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
15 ArcGIS Insights in ArcGIS Enterprise
15 ArcGIS Insights in ArcGIS Online
200 ArcGIS Tracker for ArcGIS Enterprise
200 ArcGIS Tracker for ArcGIS Online
7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
7 ArcGIS Utility Network User Type Extensions (Enterprise)
7 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**5**
Number of Tier 1 Help Desk individuals authorized to call Esri	**5**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (**"Ordering Document"**). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties (**"Effective Date"**).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

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8.1 Orders, Delivery, and Deployment

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b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Public Safety Committee Meeting

Meeting Date: 01/31/23

SG Victim's of Crime Act (VOCA)

Department:	Solicitor General
Presenter:	Adrienne Gaines
Caption:	Approve and accept a grant for the continuation of the Victims of Crime Act (VOCA) Grant with funding from the Criminal Justice Coordinating Council of Georgia to provide services to crime victims from October 1, 2022, through September 30, 2023, and authorize the Mayor to execute the necessary documents.
Background:	It is for the Victim Assistance Program in the Solicitor General's Office. This is a continuation grant from last year. The purpose is to allow for the provision of services to crime victims as outlined in the Crime Victims' Bill of Rights. The funding is used for the salary of two victim advocate positions.
Analysis:	
Financial Impact:	Funded via the Criminal Justice Coordinating Council of Georgia Victim of Crime Act Grant(VOCA). Federal funds are $61,710.
Alternatives:	
Recommendation:	
Funds are available in the following accounts:	Budgeted in org Key: 220022515
REVIEWED AND APPROVED BY:	N/A

AUGUSTA, GEORGIA
New Grant Proposal/Application

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

Proposal	Project No.	Project Title
PR000393	SOLICITOR	FY 22-23 PACGA VOCA GRANT-SG

This grant is the Prosecuting Attorneys Council of Georgia (PAC) VOCA Continuation Award. The Continuation Award is a grant the Solicitor's Office has been receiving for quite some time. The match for the grant is in the budget. Our funding is used for the salary of 2 victims advocates. Cash Match: 25%, Cash Match from general fund has been budgeted EEO Required: YES EEO Dept. Notified: YES

Start Date: 10/01/2022 **End Date:** 09/30/2023
Submit Date: 10/07/2022 **Department:** 025
Total Budgeted Amount: 77,137.00 **Total Funding Agency:** Solicitor 61,710.00 **Cash Match?** Y **Total Cash Match:** 15,427.00

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: PT Pass thru Federal
Purpose: 3 Victims Rights
Flow Thru ID: GM0017 Prosecuting Attorney's Council

Contacts

Type	ID	Name	Phone
I	GMI051	Adrienne Gaines	(706)821-1222

Approvals

Type	By	Date
FA	O. LOGGINS	10/07/2022

Dept. Signature: Omarl P Loggins
Grant Coordinator Signature: Ashley Barnes

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

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

o Deny the request _____

Donna B Williams — 10-11-2022
Finance Director — Date

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

o Approve the Department Agency to move forward with the application

o Deny the request _____

[signature] — 10/11/22
Administrator — Date

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

PAC Prosecuting Attorneys' Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

SHANNON WALLACE
Chair
District Attorney
Blue Ridge Judicial Circuit

KEITH E. GAMMAGE
Vice Chair
Solicitor-General
Fulton County

TASHA M. MOSLEY
Secretary
District Attorney
Clayton Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

C.R. CHISHOLM, JR.
Solicitor-General
Athens-Clarke County

LEIGH PATTERSON
District Attorney
Rome Judicial Circuit

BERT POSTON
District Attorney
Conasauga Judicial Circuit

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

SANDY WISENBAKER
Solicitor-General
Coweta County

December 12, 2022

Re: Federal Fiscal Year 2023 VOCA Allocation - October 1, 2022 through September 30, 2023

Dear Ms. Loggins**:**

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2023 VOCA Continuation Base and Comp Advocate funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

County: **Augusta-Richmond**
Implementing Prosecuting Attorney: **Solicitor-General Omeeka Loggins**
Grant Period: **October 1, 2022 through September 30, 2023**

Allocation 1 (Base Funds):
Base Federal Funds: **$61,710**
Base Waived Match Funds: **$15,428**
CJCC Sub-Grant Number: **C22-8-076**
Federal Grant Number: **15POVC-22-GG-00691-A**
CFDA Number: **16.575**

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC by **January 27, 2023.** If you have any questions, please contact Sarai Leonides-Medina (sleonides@pacga.org) or at (770) 282-6290.

Sincerely,

Peter J. Skandalakis

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

1590 Adamson Parkway, Fourth Floor • Morrow, Georgia 30260-1755 • phone: (770) 282-6300 • fax: (770) 282-6368 • www.pacga.org

Public Safety- Committee Meeting

Meeting Date: 01/31/2023

Motion to approve the acceptance Second Amendment to Inmate Health Care Services Contract

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to approve the acceptance the Second Amendment to the Inmate Health Care Services Contract
Background:	Since pre-consolidation, the Richmond County Jail has provided a medical contract for inmates. In December 2010, the Richmond County Sheriff's Office entered into a contract agreement with Correct Care Solutions. Since 2010, the Sheriff's Office has experience changes in inmate population, medical cost increase, and has removed Blue Cross/ Blue Shield from the billing process. On October 12, 2018, the evaluation team rated the qualified vendors that submitted bids and discussions included, inmate medical cost per day, staffing and benefits, and litigation. In conclusion, WELLPATH formally known as Correct Care Solutions was ranked as the most qualified vendor. The Sheriff's Office is requesting the approval for an amendment to the inmate health care contract.
Analysis:	The Inmate Health Care Services Contract requires a signed amendment when any changes are made to the contract. The vendor has increased the cost due to staffing changes.
Financial Impact:	Funding amount was included in the proposed budget
Alternatives:	N/A
Recommendation:	Approval of the contract
Funds are available in the following accounts:	273032511- 5317711
REVIEWED AND APPROVED BY:	N/A

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To hope and healing.

December 5, 2022

Richard Roundtree, Sheriff
Richmond County Sheriff's Office
Charles B. Webster Detention Center
1941 Phinizy Road
Augusta, GA 30906

Re: 2023 Renewal of the Agreement for Inmate Health Care Services

Greetings, Sheriff Roundtree:

I hope this letter finds you well. Wellpath is pleased to be your provider for inmate health care services, and we are excited to move into another year of delivering quality healthcare at Richmond County.

Contract Renewal

The initial term of our contract will end December 31, 2022. Per Section 9.0 of our agreement, Wellpath would like to offer an extension of one year, beginning January 1, 2023, through December 31, 2023.

Annual Compensation Adjustment

Under normal circumstances, Wellpath would request an increase in compensation consistent with the Medical Care Services Consumer Price Index for all Urban Consumers, currently 3.5% for April 2022.

In typical years, the change in CPI would reasonably reflect the increases in our costs. However, this is not a typical year. As you are aware, we are experiencing a once-in-a-generation staffing crisis in healthcare. Driven by one-time bonuses and supplemental wages, the cost of nurses and other healthcare professionals, which represent some 60% of our total costs, have increased at rates many times the CPI for Medical Care Services.

Across many markets, temporary agencies and nurse travel companies have bid hourly rates, in some cases exceeding $100 per hour. As we noted in our September 24th letter to you requesting consideration for ARPA funding, these rates have been driven, in part, by the **$178 billion** Provider Relief Funds provided to acute care hospitals. This enormous subsidy allowed hospitals to pay ever-increasing rates, making it hard to recruit and retain quality staff, resulting in significantly higher turnover and staffing vacancies in Richmond County and across the country. As a condition of receiving these funds, hospitals **are prohibited from passing these costs to consumers (the "C" in CPI), so none of these costs have been incorporated into the Medical Services CPI, which has been running at historically low rates over the past year, while overall CPI and inflation are at 40-year highs.**

Actions We Have Already Taken

From the beginning of the Covid-19 pandemic, Wellpath has taken extraordinary steps to keep our people, partners, and patients safe and to reduce the impact on staff retention. In 2020, we invested more than $40 million in unreimbursed funds on PPE, testing, and supplemental wages and bonuses. In 2021, we committed to investing another $40 million in supplemental wages, sign-on bonuses, and retention bonuses to mitigate the impact of the current healthcare staffing crisis on our patients, people, and partners. In addition to supplemental wages and bonuses, we are making sizable investments in enhanced systems and people to improve efficiency and better support our healthcare

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teams. This includes identifying opportunities to use alternate staffing models and telehealth to reduce the need for hard-to-find nurses.

We have made these investments without expectation of reimbursement to "stop the bleeding," the way medical professionals are trained to do. **This is, however, not a long-term solution. Wellpath cannot continue to deliver high-quality services while paying market wage rates that exceed what our partners pay us.** Therefore, for the 2023 renewal, we request a modification to our standard price adjustment. First, we propose to apply a standard 4.0% CPI adjustment to non-staffing costs, including off-site costs, pharmacy, insurance, and on-site medical expenses, an increase of **$87,651** per year, or **$7,304.25** per month.

Staff Wage Increases

Second, we request an increase of **$315,325** to cover increases in compensation to our healthcare staff. **One hundred percent of this increase would be used to provide wage increases for our staff to mitigate the extraordinary effects of the staffing crisis described above.** These increased dollars are critical to the continued success of our program and will ensure our staff wage rates remain competitive with the local healthcare market. This adjustment will strengthen our ability to retain and support a stable, competent staff providing consistent patient care at Richmond County.

We understand this is a substantial request, therefore, we have provided a table summarizing the proposed wage increase by staff position and the annualized cost to implement the increase.

Position	FTEs	Wage Increase Amount	Annual Cost
RN	6.20	$9.89	$174,076
LPN	17.90	$1.47	$74,700
CMA/CNA	3.80	$3.59	$38,728
MHP	2.00	$4.90	$27,821
Total	29.90		$315,325

Staffing Reimbursements

As requested, Wellpath agrees to reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days. This reconciliation shall occur monthly.

The addition of staffing reimbursements will increase the contract price **$50,000** annually.

Comprehensive Total for Contract Year 2022 – 2023

As shown in the following table, the total proposed increase to our contract would be **$452,976** per year, or **$37,748** per month, beginning on January 1, 2023, through December 31, 2023. We forecast this increase will be sufficient to address the challenges we face through the next twelve months. As labor supply and demand begin to balance over the next year, we do not expect labor costs to continue to rise at these levels. However, given the recent 8.6% increase in the overall inflation rate, we do not believe they will return to pre-pandemic levels either, which may affect the pricing of future renewals and amendments.

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	Annual Amount	Monthly
Current Compensation through 12/31/2022	$5,997,536.00	$499,794.67
4% Adjustment to Non-Staffing Costs	$87,651.00	$7,304.25
Staffing Wage Increases	$315,325.00	$26,277.08
Staffing Reimbursements Cost	$50,000.00	$4,166.67
Total Proposed Increase	$452,976.00	$37,748.00
Total Compensation for 1/1/2023 – 12/31/2023	$6,450,512.00	$537,542.67

If the County accepts the terms proposed, please sign below, and email a signed copy to Rosie Wuerfel, Retention Specialist, at ***TWuerfel@wellpath.us***. Upon receiving the signed proposal, our Legal Department will draft a formal contract amendment and route it to the appropriate County individuals for signature. All other terms of the current Agreement, including any changes detailed above, shall remain in full force and effect through the end of the contract period.

We appreciate the relationship we have established over the years and look forward to continued success. Please do not hesitate to contact me at 615-476-4576, or Heather Miller, Regional Director of Operations, at 678-650-5451, with any questions or concerns.

Sincerely,

June J. Nwabara

June Nwabara
Regional Vice President

Cc: *Heather Miller, Regional Director of Operations*
Kelly Pribble, Vice President of Partner Services
Adolfo Cisnero, Senior Director, Contract Retention

The undersigned is authorized by Richmond County to accept the above terms:

Authorized Richmond County Representative

12/06/22
Date Signed

Richard Roundtree
Print Name

Sheriff
Title

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3340 Perimeter Hill Drive
Nashville, TN 37211
www.wellpathcare.com

DocuSign Envelope ID: EE623C89-9EEC-4278-BC73-9FD4167E3791

SECOND AMENDMENT TO THE AGREEMENT FOR INMATE HEALTH CARE SERVICES AT AUGUSTA, GEORGIA
(Effective January 1, 2023)

This Second Amendment, effective January 1, 2023 (this "Amendment"), to the Agreement for Inmate Health Care Services at the Richmond County Jail, dated June 1, 2019 and First Amendment to the Agreement for Inmate Health Care Services at the Richmond County Jail, dated June 1, 2021 (the "Agreement") is by and between Wellpath LLC ("Wellpath") and Augusta, Georgia ("Augusta").

WHEREAS, the Parties agree to renew the Agreement for a one year period, beginning January 1, 2023; and

WHEREAS, the Parties agree to a 4% increase to Non-Staffing Costs; and

WHEREAS, the Parties agree to a total Staffing Wage increase of $315,325.00; and

WHEREAS, the Parties agree to an increased contract price of $50,000 annually in exchange for the agreement that Wellpath reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days.

WHEREAS, in accordance with Section 11.16, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and CCS agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals as a material portion of this Amendment.

2. **ENACT RENEWAL OPTION IN SECTION 9.0 OF THE AGREEMENT.** The Parties wish to renew the agreement for one year beginning on January 1, 2023.

3. **AMENDMENT TO SECTION 8.0 OF THE AGREEMENT.** This Agreement shall be amended by adding the following:

   For the year January 1, 2023 to December 31, 2023, the base amount for the year will be $6,450,512.00 annually, to be paid in equal monthly installments of $537,542.67 and subject to any reconciliations as set forth below or in the Agreement dated June 1, 2019. Each monthly payment is to be paid by Augusta to Wellpath before or on the 1st day of the month of service.

4. **AMENDMENT TO ARTICLE VIII OF THE AGREEMENT.** This Agreement shall be amended by adding the following section:

DocuSign Envelope ID: EE623C89-9EEC-4278-BC73-9FD4167E3791

8.3. MONTHLY RECONCILIATION. Wellpath shall reimburse the County at 100% of the average hourly rate for any position that has remained unfilled for more than forty-five (45) days. This reconciliation shall occur monthly.

5. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

6. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.

7. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Augusta, Georgia	**Wellpath LLC**
By: _____	By: DocuSigned by: Cindy Watson 8BA0FD966BB14B4...
Name: _____	Name: Cindy Watson
Title:_____	Title: President, Local Govt. Health

Public Safety-Committee Meetings

Meeting Date: January 31, 2023

Motion to approve the purchase of 400 Tasers for the Richmond County Sheriff's Office.

Department:	Richmond County Sheriff's Office
Presenter:	N/A
Caption:	Motion to approve the purchase of 400 Tasers for the Richmond County Sheriff's Office.
Background:	The Richmond County Sheriff's Office implemented the Taser program10 years ago. The current Taser is phasing out and Law Enforcement Departments will soon be required to use the Taser 7. The Richmond County Sheriff's Office is required to use the specialize Taser and the agency is phasing into Taser 7 which will require the purchase of 400 Tasers.
Analysis:	Funding was approved for the 2023 budget year
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the Purchase of 400 Tasers for the Richmond County Sheriff's Office
Funds are available in the following accounts:	**273032110- 5316210**
REVIEWED AND APPROVED BY:	N/A

Item 21.

359

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

RTMENT NAME Quartermaster

RTMENT NUMBER 273032110 - 53162210

DEPARTMENT HEAD

REQUISITION

REQUISITION DATE January 23, 2023

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
	VENDOR	AXON ENTERPRISES					
	PHONE NUMBER	800-978-2737					
	QUOTED BY	Julian Brown					
ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2021 Taser 7 Basic Bundle	400		0.00		0.00		0.00
2	Dynamic Bundle	1	207888.0000	207,888.00		0.00		0.00
3	BUNDLE SCALER	1		0.00		0.00		0.00
4	ITEM #74200			0.00		0.00		0.00
5	TASER 7 6-BAY DOCK AND CORE	4		0.00		0.00		0.00
6	ITEM #20018			0.00		0.00		0.00
7	TASER 7 BATTERY PACK, TACTICAL	480		0.00		0.00		0.00
8	ITEM #20248			0.00		0.00		0.00
9	TASER EVIDENCE.COM ACCESS LICENSE	400		0.00		0.00		0.00
10	ITEM #20008			0.00		0.00		0.00
11	TASER 7 HANDLE, YLW, HIGH	400		0.00		0.00		0.00
12	VISIBILITY (GREEN LASER), CLASS 3R			0.00		0.00		0.00
13	ITEM #20008			0.00		0.00		0.00
14	TASER 7 HANDLE, YLW, HIGH	13		0.00		0.00		0.00
15	VISIBILITY (GREEN LASER), CLASS 3R			0.00		0.00		0.00
16	ITEM #20248			0.00		0.00		0.00
17	TASER EVIDENCE.COM ACCESS LICENSE	8		0.00		0.00		0.00
18	ITEM #70033			0.00		0.00		0.00
19	WALL MOUNT BRACKET, ASSY,	4		0.00		0.00		0.00
20	EVIDENCE.COM DOCK			0.00		0.00		0.00
21				0.00		0.00		0.00
TOTAL BID				**$207,888.00**		**$0.00**		**$0.00**
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Item 21.

360

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

DEPARTMENT NAME: Quartermaster

DEPARTMENT NUMBER: 2TB03110-5316210

DEPARTMENT HEAD: Julian Brown

REQUISITION

REQUISITION DATE: January 23, 2023

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

	NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
VENDOR	AXON ENTERPRISES		
PHONE NUMBER	800-978-2737		
QUOTED BY	Julian Brown		

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ITEM #71019			0.00		0.00		0.00
2	NORTH AMER POWER CORD FOR AB3	4		0.00		0.00		0.00
3	8-BAY, AB2 1-BAY / 6-BAY DOCK			0.00		0.00		0.00
4	ITEM #80087			0.00		0.00		0.00
5	TASER 7 TARGET, CONDUCTIVE,	6		0.00		0.00		0.00
6	PROFESSIONAL (RUGGEDIZED)			0.00		0.00		0.00
7	ITEM #80090			0.00		0.00		0.00
8	TARGET FRAME, PROFESSIONAL,	6		0.00		0.00		0.00
9	27.5 IN. X 75 IN., TASER 7			0.00		0.00		0.00
10	ITEM #80396			0.00		0.00		0.00
11	EXT WARRANTY, TASER 7 SIX BAY DOCK	4		0.00		0.00		0.00
12	ITEM #80374			0.00		0.00		0.00
13	EXT WARRANTY, TASER 7 BATTERY PACK	480		0.00		0.00		0.00
14	ITEM #80395			0.00		0.00		0.00
15	EXT WARRANTY, TASER 7 HANDLE	400		0.00		0.00		0.00
16	ITEM #80395			0.00		0.00		0.00
17	EXT WARRANTY, TASER 7 HANDLE	13		0.00		0.00		0.00
18	ITEM #20160			0.00		0.00		0.00
19	TASER 7 HOLSTER - SAFARILAND,	380		0.00		0.00		0.00
20	RH+CART CARRIER			0.00		0.00		0.00
21				0.00		0.00		0.00
TOTAL BID				**$0.00**		**$0.00**		**$0.00**
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

CHESTER'S NON-COMMERCIAL PRINTERS

Item 21.

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

361

RTMENT NAME Quartermaster

RTMENT NUMBER 273032110-5316120

Vernice L. Brown

DEPARTMENT HEAD

REQUISITION

REQUISITION DATE January 23, 2023

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

		NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
	VENDOR	AXON ENTERPRISES					
	PHONE NUMBER	800-978-2737					
	QUOTED BY	Julian Brown					
ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ITEM #20161			0.00		0.00		0.00
2	TASER 7 HOLSTER - SAFARILAND,	20		0.00		0.00		0.00
3	LH+CART CARRIER			0.00		0.00		0.00
4	ITEM #22176			0.00		0.00		0.00
5	TASER 7 LIVE CARTRIDGE, CLOSE	600		0.00		0.00		0.00
6	QUARTERS (12-DEGREE) NS			0.00		0.00		0.00
7	ITEM #22181			0.00		0.00		0.00
8	TASER 7 INERT CARTRIDGE, CLOSE	10		0.00		0.00		0.00
9	QUARTERS (12-DEGREE) NS			0.00		0.00		0.00
10	ITEM #22178			0.00		0.00		0.00
11	TASER 7 HOOK-AND-LOOP TRN (HALT)	400		0.00		0.00		0.00
12	CARTRIDGE, CLOSE QUART NS			0.00		0.00		0.00
13	ITEM #22179			0.00		0.00		0.00
14	TASER 7 INERT CARTRIDGE, STANDOFF	10		0.00		0.00		0.00
15	(3.5-DEGREE) NS			0.00		0.00		0.00
16	ITEM #22175			0.00		0.00		0.00
17	TASER 7 LIVE CARTRIDGE, STANDOFF	600		0.00		0.00		0.00
18	(3.5-DEGREE) NS			0.00		0.00		0.00
19	ITEM #22177			0.00		0.00		0.00
20	TASER 7 HOOK-AND-LOOP TRN (HALT)	400		0.00		0.00		0.00
21	CARTRIDGE STANDOFF NS			0.00		0.00		0.00
TOTAL BID				**$0.00**		**$0.00**		**$0.00**
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

CHESTER'S NON-COMMERCIAL PRINTERS

AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION

RTMENT NAME Quartermaster

RTMENT NUMBER 273032110- 5316120

Maurice T. Brown

DEPARTMENT HEAD

REQUISITION

REQUISITION DATE January 23, 2023

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

	NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
VENDOR	AXON ENTERPRISES		
PHONE NUMBER	800-978-2737		
QUOTED BY	Julian Brown		

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ITEM #85147			0.00		0.00		0.00
2	CEW STARTER	1		0.00		0.00		0.00
3	ITEM #20120			0.00		0.00		0.00
4	TASER INSTRUCTOR COURSE VOUCHER	4		0.00		0.00		0.00
5	ITEM #20050			0.00		0.00		0.00
6	HOOK-AND-LOOP TRAINING (HALT) SUIT	1		0.00		0.00		0.00
7				0.00		0.00		0.00
8				0.00		0.00		0.00
9				0.00		0.00		0.00
10				0.00		0.00		0.00
11				0.00		0.00		0.00
12				0.00		0.00		0.00
13				0.00		0.00		0.00
14				0.00		0.00		0.00
15				0.00		0.00		0.00
16				0.00		0.00		0.00
17				0.00		0.00		0.00
18				0.00		0.00		0.00
19				0.00		0.00		0.00
20				0.00		0.00		0.00
21				0.00		0.00		0.00
TOTAL BID				**$0.00**		**$0.00**		**$0.00**
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

CHESTER'S NON-COMMERCIAL PRINTERS

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-438855-44883.640JB

Issued: 11/18/2022
Quote Expiration:1/27/2023
EST Contract Start Date: 01/15/2023
Account Number: 325652
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
400 Walton Way 400 Walton Way Augusta, GA 30901-2438 USA	Richmond County Sheriff's Office - GA 535 Telfair Street Building 1000 Augusta, GA 30901 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julian Brown Phone: +1 4047715005 Email: jbrown@taser.com Fax: (480) 999-6155	Sheila White Phone: (706) 821-1475 Email: swhite@augustaga.gov Fax: (706) 821-1064

Program Length	
TOTAL COST	$207,888.00
ESTIMATED TOTAL W/ TAX	$207,888.00

Bundle Savings	$29,432.21
Additional Savings	
TOTAL SAVINGS	$29,432.21

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jan, 2023	$207,888.00

Quote Details

Bundle Summary		
Item	**Description**	**QTY**
T7Basic	2021 Taser 7 Basic Bundle	400
DynamicBundle	Dynamic Bundle	1

Bundle: 2021 Taser 7 Basic Bundle Quantity: 400 Start: 1/15/2023			
Category	**Item**	**Description**	**QTY**
Bundle Scaler	999999	BUNDLE SCALER	1
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	4
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	480
Handle License	20248	TASER EVIDENCE.COM ACCESS LICENSE	400
Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	400
Spare Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	13
Admin License	20248	TASER EVIDENCE.COM ACCESS LICENSE	8
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	6
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	6
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	4
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	480
Other	80395	EXT WARRANTY, TASER 7 HANDLE	400
Other	80395	EXT WARRANTY, TASER 7 HANDLE	13
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	380
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	20

Bundle: Dynamic Bundle Quantity: 1 Start: 1/15/2023			
Category	**Item**	**Description**	**QTY**
Other	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	600
Other	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10
Other	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	400
Other	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10
Other	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	600
Other	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	400

Other	85147	CEW STARTER	1
Other	20120	TASER INSTRUCTOR COURSE VOUCHER	4
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Print Form

Augusta GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: AXON ENTERPRISES, INC. **E-Verify Number:** 85490

Commodity: TASERS & ATTACHMENTS

Estimated annual expenditure for the above commodity or service: $ 207,888.00

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

X 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)

_____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)

_____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)

X 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)

_____ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)

_____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: CAPT. SHEILA B. WHITE Department: SHERIFF Date: 01/23/23

Department Head Signature: [signature] Date: 1/23/23

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

RICHMOND COUNTY SHERIFF'S OFFICE

Sheriff Richard Roundtree
Law Enforcement Center
400 Walton Way
Augusta, GA 30901
Phone: 706.821.1000 Fax: 706.821.1064

To: Procurement Department

From: Captain Sheila B. White

Date: January 23, 2023

Re: Sole Source Justification Item 4: Specialized Function or Application

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AXON ENTERPRISES, INC are the sole suppliers of TASERS and all attachments, see manufacturer's certification for full listing. TASER is patented by AXON ENTERPRISES, INC and at this time there are no other manufacturers who produce TASERS or their attachments.

1/7/2023

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AR, CA, CT, DE, FL, GA, HI, IA IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger

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down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon
- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon
- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)
- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends

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a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for energy weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 22175
   - Close Quarter cartridge, 12 degrees, Model 22176
   - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
   - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
   - Inert cartridge, 3.5 degrees, Model 22179
   - Inert cartridge, 12 degrees, Model 22181

4. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

5. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

6. Power Modules (Battery Packs) for TASER 7 energy weapons:
   - Tactical battery pack Model 20018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.



- TASER CAM HD replacement battery Model: 26764
- TASER CAM HD Download Kit Model: 26762
- TASER CAM HD optional 4-year extended warranty, item number 26763

8. Power Modules (Battery Packs) for X26P and X2 energy weapons:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012
   - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   - eXtended Performance Power Magazine (XPPM) Model: 11010
   - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
   - Axon Signal Performance Power Magazine (SPPM) Model: 70116
9. TASER 7 Dock:
   - TASER 7 Dock Core and Multi-bay Module: 74200
   - TASER 7 Dock Core and Single-bay Module: 74201
   - TASER 7 Dock Single Bay Dataport: 74208
10. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013
11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
12. Energy Weapon Holsters:
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
    - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504
13. TASER Simulation Suit II Model 44550
14. HALT Suit Model: 20050
15. TASER 7 conductive target Model: 80087
16. TASER 7 Target Frame Model: 80090

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042

3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years.
11. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pay for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

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13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS Choose an item.	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group, and Safariland is a trademark of Safariland, LLC.

The Delta Axon Logo, Axon, Axon Aware, Axon Body, Axon Citizen, Axon Evidence, Axon Records, Evidence.com, X2, X26P, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2022 Axon Enterprise, Inc.

Augusta Commission Meeting

February 7, 2023

Appointment Augusta Planning Commission

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Ms. Stephanie Clarke to the Augusta Planning Commission representing District 2.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, January 19, 2023 8:42 AM
To: Lena Bonner
Subject: Planning and Zoning Apointee

Great Morning Ms. Bonner,

I would like to place Stephanie Clarke on Planning and Zoning, she has already filled out a talent request form. Can this item be added to the Consent agenda ?

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AFID:104.1

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Miss
First Name *	Stephanie
Middle Name *	Dominique
Last Name *	Clarke
Suffix	
Date Of Birth *	1/30/1985
Address *	Street Address 3032 Breeze Hill Drive Address Line 2 City: Augusta State / Province / Region: Ga Postal / Zip Code: 30906 Country: Richmond
Home Phone *	706-564-6415
Work Phone	
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ◉ District 5 ○ District 6 ○ District 7 ○ District 8 ○ None
Marital Status *	Single
Education *	College Degree
Race *	Black
Gender *	Female
Occupation *	Real Estate Professional
Interests	Travel

Commissions, Authorities, & Boards

Volunteer For *	Augusta Richmond County Planning Commission Click add below to apply for more than one board.

* I currently have relatives working for the City of Augusta

○ Yes ◉ No

* I currently serve on an Augusta Board, Commission, or Authority

○ Yes ◉ No

I would like to receive an email confirmation of my submission.

◉ Yes ○ No

Email Stephanieclarke.realtor@gmail.com

Augusta Commission Meeting

February 7, 2023

Appointment Augusta Aviation Commission

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Mr. Don Clark to the Augusta Aviation Commission representing District 9.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Francine Scott
Sent: Wednesday, January 18, 2023 9:20 PM
To: Lena Bonner
Subject: Board Appointments

Good Evening,

I would like to appoint Don Clark to the Regional Aviation Commission replacing Ms. Lynn Gladney who is now a member of the Georgia General Assembly. A Talent Bank Form should be on file.

Thank you.

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This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mr.
First Name *	Donald
Middle Name *	R
Last Name *	Clark
Suffix	
Date Of Birth *	8/7/1973
Address *	Street Address 4048 Madison Lane Address Line 2 City: AUGUSTA State / Province / Region: Georgia Postal / Zip Code: 30909 Country: United States
Home Phone *	5202341979
Work Phone	
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ◉ District 5 ○ District 6 ○ District 7 ○ District 8 ○ None
Marital Status *	Married
Education *	College Degree
Race *	Black
Gender *	Male
Occupation *	Operations Manager
Interests	Fiscal responsibility, team building, community, inclusivity, diversity, and equity for all.

Commissions, Authorities, & Boards

Volunteer For *	Augusta Aviation Commission - Bush Field Click add below to apply for more than one board.

Volunteer For *	Augusta Richmond County Board of Elections Click add below to apply for more than one board.
Volunteer For *	Augusta, Georgia Land Bank Authority Click add below to apply for more than one board.
*	I currently have relatives working for the City of Augusta ○ Yes ◉ No
*	I currently serve on an Augusta Board, Commission, or Authority ○ Yes ◉ No
	I would like to receive an email confirmation of my submission. ◉ Yes ○ No
Email	drclark00@gmail.com

Augusta Commission Meeting

February 7, 2023

Minutes

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Motion to approve the minutes of the Regular Meeting held on January 17, 2023 and the Special Called Meetings held on January 24, 25, and 31, 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
REVIEWED AND APPROVED BY:	N/A

Commission Meeting Agenda Commission Chamber - 1/17/2023

ATTENDANCE:

Present: Hons. Garnett Johnson, Mayor; Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

INVOCATION: Pastor Andrea Windsor-Peterson, Advent Lutheran Church

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

RECOGNITION(S)

November 2022 Employee of Month

A. Congratulations!!! November 2022 Employee of the Month, **Mr. John Goodenough,** Augusta Utilities Department.

Item Action: None

2023-17-01_Accolade-John_Goodenough.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Presentation is made to the November 2022 Employee of the Month.			

2022 December Years of Service (YOS) 25-50 year recipients.

B. Congratulations!!! 2022 December Years of Service (YOS) 25-50 year recipients.

Item Action: None

12-2022_YOS_For_25-50_YOS_Recipients_Memo.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Presentations are made to the December, 2022 Years of Service recipients.			

State of Georgia Commission Certificates

C.

Presentation of State of Georgia Commission Certificates to members of the Augusta Commission re-elected and newly elected : **Mayor Garnett Johnson, Mayor Pro Tem Brandon Garrett Commissioners, Wayne Guilfoyle, Tony Lewis, and Alvin Mason.**

Item
Item 24.
:
None

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Presentations are made to Mayor Johnson and Commissioners Garrett, Mason, Guilfoyle and Lewis.			

Five (5) minute time limit per delegation
DELEGATIONS

D. Mr. Larry Williams regarding inadequate bus services.

Item Action: None

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Mr. Williams did not appear before the Commission.			

E. Mr. Richard E. Jones regarding contract for Gold Cross and the slow response time by them.

Item Action: None

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Presentation is made by Mr. Jones.			

CONSENT AGENDA

(Items 1-33)

PLANNING

1. **Z-23-01** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** with the **conditions** a below petition by William Salazar on behalf of Asociación Latina de Servicios del CSRA – requesting a rezoning from **Zone P-1 (Professional/Office) and Zone R-1C (One-family Residential) to Zone B-1 (Neighborhood Business)** affecting properties containing approximately 0.31-acres **located at 904 & 916 Merry Street.** Tax Map #035-3-416-00-0 and #045-1-094-00-0. **DISTRICT 1.** The owner shall combine the two (2) lots together and record the plat in the Clerk of Superior Courts Office prior to submitting for site plan approval. **2.** Improvements to the proposed parking area shall be submitted for approval through the site plan review process. **3.** Any outdoor lighting shall be directed downward and away from any adjacent residential properties. **4.** A six (6) foot tall wood privacy fence shall be installed along the south property line adjacent to the residential property prior to a Certificate of Occupancy (CO) or Letter of Completion (LC) is issued. **5.** Approval of this rezoning request does not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of

Item Action: Approved

Augusta, Georgia prior to construction commencing on the property. **6.** Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, including the Augusta Tree Ordinance, as amended, at the time of development.

Z-23-01.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

2. **Z-23-02** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** with the conditions below a petition by Jeb Boggus on behalf of Dennis Roddy ROFS – requesting a rezoning from **Zone B-1 (Neighborhood Business) and Zone R-1 (One-family Residential) to Zone B-2 (General Business)** affecting properties containing approximately 4-acres located at **4505 & 4507 Windsor Spring Road**. Tax Map #194-0-001-06-0 and #194-0-001-09-0. **DISTRICT 8 1.** The two (2) redrawn parcels, along with the presented ingress/egress easement on the conceptual sketch, shall be recorded with the Clerk of Superior Court prior to submittal for site plan approval. **2.** The development shall comply with all conditions pertaining to convenience stores in B-1 zones, as outlined in the Comprehensive Zoning Ordinance, section 21-2(b). 3. The applicant shall acknowledge that per section 21-8 of the Comprehensive Zoning Ordinance, the granted special exception shall expire if the convenience store is not initiated within six (6) months of approval by the Augusta Commission. **4.** **Approval** of the B-1 rezoning, and special exception recommended as an alternative to the rezoning request does not constitute approval of the conceptual sketch submitted with the rezoning application. Site plan approval, in compliance with the Site Plan Regulations of Augusta, Georgia, is required prior to commencement of construction on the property. **5.** Development of the property shall comply with all development standards and regulations as set forth by Augusta-Richmond County, Georgia as amended, including the Augusta Tree Ordinance as amended, at the time of development.

Item Action: Approved

Z-23-02.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Wayne Guilfoyle	Passes

3. **Z-23-03** – A request for concurrence with the Augusta Georgia Planning Commission to **approve with the conditions** below a petition by Beazley Development Co. Inc on behalf of GA Baptist Children's Homes, Poplar Group, LLC and Michelle Atkins, Julie & Walter Golosky – requesting a rezoning from **Zone A (Agricultural) and Zone R-1 (One-Family Residential) to Zone R-1D (One-Family Residential)** affecting property containing approximately 201.59 acres located at **3630 Windsor Spring Road, 3047 Manchester Drive, and part of 3596 Windsor Spring** Road. Tax Map #142-0-003-01-0, 142-2-001-00-0 and a portion of Tax Map #142-0-074-02-0. **DISTRICT 6 1.** The concept plan submitted with this application is for illustration purposes only and does not constitute a development plan review. **2.** The development shall be limited no more than 354 single-family detached lots with an overall density of 1.87 units per acre. Lots outside of the cul-de-sac must measure at least 50 feet wide. **3.** Sidewalks must be provided on both sides of all streets within the new development boundaries and

Item Action: Rescheduled

comply with ADA standards. **4.** A pavilion, or gazebo and benches, or similar meeting space, and the walking trail, at a minimum, must be provided as amenities for the subdivision. The amenities must be constructed prior to the 230th unit in the subdivision receiving a Certification of Occupancy. 5. A traffic study is required to determine whether existing roadways need additional improvements and if proposed road improvements will be sufficient. If Traffic Engineer requires an acceleration lane and / or a deceleration lane it must be provided for the proposed subdivision. Decisions made by the Traffic Engineer shall be adhered to. **6.** All work within the right-of-way of Windsor Spring Road must meet City of Augusta and Georgia Department of Transportation standards and specifications. 7. At the issuance of a building permit for lot 201 the applicant shall be responsible for the installation and cost of a traffic signal at the intersection of Manchester Drive and Tobacco Road and will collaborate with Augusta Engineering for cost sharing. **8.** The first phase of the development shall take place near the proposed entrance along Windsor Spring Road. **9.** Construction traffic access via Manchester Drive must be kept at a minimum. **10.** A minimum of 4 entrances are required for this subdivision based on the number of lots shown on the concept plan. The applicant must request a variance from the Land Subdivision Regulations to reduce the required number of entrances. The variance must be approved before submitting a development plan for review. **11.** This project shall comply with all development standards and regulations, including but not limited to the Tree Ordinance, set forth by the City of Augusta, GA at the time of development.

Z-23-03.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item back to the next Commission meeting to allow the neighborhood residents to meet with the developer to discuss their differences and try to work out a solution. Voting No: Commissioner Wayne Guilfoyle, Commissioner Alvin Mason. Motion Passes 8-2.	Commissioner Bobby Williams	Commissioner Catherine Smith-McKnight	Passes

PUBLIC SERVICES

4. Motion to **approve** New Ownership: A.N. 23-01: A request by Prasanth Kola for a retail package **Beer & Wine License** to be used in connection with Vaanara Fuels, Inc. located at **4150 Windsor Spring Rd.** District 6. Super District 10. **(Approved by Public Services Committee January 9, 2023)**

Item Action: Approved

AN-23-01.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

5. Motion to **approve** Existing Location: A.N. 23-02: A request by Andrew Crumrine for a consumption on premise **Liquor License** to be used in connection with Crust Augusta dba Soul City Pizza located at

Item Action: A ed

1855 Central Ave. District 1. Super District 9. **(Approved by Public Services Committee January 9, 2023)**

AN-23-02.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

6. Motion to **approve** New Ownership: A.N. 23-03: request by Dennis E. Abrams for a consumption on **premise Liquor, Beer & Wine License** to used in connection with Central Park Tavern located at **2015 Central Ave.** District 1. Super District 9. **(Approved by Public Services Committee January 9, 2023)** — **Item Action:** Approved

AN-23-03.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

ADMINISTRATIVE SERVICES

7. Motion to **approve** the lease of two sewer vacuum trucks for the Augusta Utilities Department - Construction and Maintenance Division from Environmental Products of Georgia in the amount of $965,800.00 for the lease and authorize the Mayor and Law Department to execute any necessary documents (ITB 22-275). **(Approved by Administrative Services Committee January 9, 2023)** — **Item Action:** Approved

City_of_Augusta_Georgia_-_GOC_-_3380773_-_new.pdf

Cover_page___Label.pdf

Maintenace_Contract.pdf

Newspaper_Invitation_to_Bid.docx

22-275_TAB_SHEET_OFFICIAL.xls

22-275_Department_Recommendation_of_Award_to_Procurement_22-275_Vacuum_Trucks.pdf

22-275_Plan_Holders_List.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

8. Motion to **approve** the Animal Service Department to affix custom decals for the Mobile Adoption Van. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

Augusta_Richmond_Co_Animal_Adoption_decals_estimate.pdf

2022_Ford_E450_Decals_2_PROOF.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

9. Motion to **approve** Augusta's legislative agenda priorities for the 2023 legislative session. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

2023_Proposed_Legislative_Priorities_2.doc

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

10. Motion to **award** the contract for partial replacement of the carpet in the Main Library on Telfair Street to CCS Flooring Tech, LLC of Augusta in the amount of $34,984.35. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

Invitation_to_Bid.docx

22-297_Offical_Tab.xls

22-297_Offical_Tab.xls

22-297_-_Department_Recommendaiton_of_Award.pdf

22-297_Plan_Holders.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

11. Motion to **approve** Change Order # 3 as presented by 2KM in the amount of $104,259.77 to complete the renovation of the three-story structure on Fenwick Street for DFACS.**(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

C.O#03.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

12. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide additional funding to support the construction of three (3) single family ADA accessible rental units on Lee Beard Way through Laney Walker Development Corporation. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

LWDC_(1st__AMENDMENT-1522LeeBeardWay).doc

LWDC_(1st__AMENDMENT-1560LeeBeardWay).doc

LWDC_(1st__AMENDMENT-1562LeeBeardWay).doc

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

13. Motion to **approve** HCD's request for partnership with WDC and BBNCT to identify/develop up to thirty (30) workforce units at 1102 Laney Walker Blvd within Laney Walker/Bethlehem. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

HCD_WD_BBNCT_MOU_12.21.2022_(002).docx

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

14. Motion to **approve** HCD's contract procedural process relative to authorization of Agreements/Contracts/HUD Forms related to HCD's federally funded programs for the first quarter of calendar year 2023. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

2023_HCD_Contract_Procedural_Process_Flow_Chart_Federal_Funds.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve				Passes

Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams

15. Motion to **approve** HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for the first quarter of calendar year 2023. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

2023_HCD_Contract_Procedural_Process_Flow_Chart_-_LWB_Funds.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

16. **Motion to approve** amending the current Administrator's Job Description by requiring six (6) months of experience as an Administrator, start advertising the position on March 1 and with interviews to begin 60 days thereafter.
(Approved by Administrative Services Committee January 9, 2023)

Item Action: Approved

SKM_C65822083117080.pdf

Commission_minutes_Sept._6_2022.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve holding a workshop facilitated by the Carl Vinson Institute of Government to discuss the job description for the Administrator's position, to give the public and the Black and Metro Augusta Chambers of Commerce an opportunity to speak as delegations for five minutes and to ask the Clerk to coordinate a date for the workshop. Motion Passes 10-0.	Commissioner Catherine Smith-McKnight	Commissioner Brandon Garrett	Passes

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Substitute motion to approve this item as it is currently written. Voting No: Commisioner Sean Frantom, Commissioner Brandon Garrett, Commissioner Wayne Guilfoyle, Commissioner Alvin Mason, Commissioner Stacy Pulliam, Commissioner Catherine Smith-McKnight. Motion Fails 4-6.	Commissioner Bobby Williams	Commissioner Jordan Johnson	Fails

17.

Motion to **approve** the second year of a three-year contract with Holland & Knight LLP for State Lobbying and Legislative Representation Services (22-300) for a total not to exceed $102,000.00 for the year. **(Approved by Administrative Services Committee January 9, 2023)**

Item Action: Approved

22-300_Executed_Contract_-_State_Lobbying_and_Legislative_Representation_Svcs.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

PUBLIC SAFETY

18. Motion to **approve** the Automatic Aid Agreement between Augusta, Georgia and Grovetown, Georgia and to authorize the Mayor to execute the appropriate documents.**(Approved by Public Safety Committee January 9, 2023)**

Item Action: Approved

Augusta_Georgia_and_Grovetown_Georgia_Automatic_Aid_Agreement.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

19. Motion to **approve** the Mutual Aid Agreement between Augusta, Georgia and Grovetown, Georgia and to authorize the Mayor to execute the appropriate documents.**(Approved by Public Safety Committee January 9, 2023)**

Item Action: Approved

Augusta,_Georgia_and_Grovetown,_Georgia_Mutual_Aid_Agreement.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

20. Motion to **approve** the installation of a security system for Augusta's Land Mobile Radio System (LMRS) utilizing equipment purchased from A3 Communications as a sole source vendor. **(Approved by Public Safety Committee January 9, 2023)**

Item Action: Approved

Radio_Tower_Surveillance_Quote.pdf

Sole_Source_$55_798.09.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

21. Motion to **approve** upgrade for telephone services to provide remote connectivity to three (3) locations. **(Approved by Public Safety Committee January 9, 2023)**

Item Action: Approved

Augusta_Richmond_County__ASEoD_contract__OPP-1-J7H966J__11-18-2022_kh2586v3.docx

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

22. Motion to **approve** the purchase of VMware enterprise licensing through TSA, Inc. as a sole source procurement. **(Approved by Public Safety Committee January 9, 2023)**

Item Action: Approved

TSA_Sole_Source_-_2022-12-28_-_VMware_APPROVED.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

ENGINEERING SERVICES

23. Motion to **approve** a change order to Industrial Scientific Corporation to extend their contract for 12 months at a cost of 12,457.80. **(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

Industrial_Scientific_PO_and_Invoice.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

24. Motion to **approve** a change order to Janus Research Group, LLC, not to exceed $50,000 for the continued support and development of electronic dataloggers for Utilities (Reference P422970). **(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

Janus_Group_Justification_Letter_Sole_Source_17Nov22.pdf

Janus_Change_Order_1.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

25. Motion to **approve** a contract with Kimley-Horn to evaluate a proposed renewable natural gas project at JB Messerly WWTP. **(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

AUD_Kimley_Horn_RNG_Agenda_Item_17Nov22.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

26. Motion to **approve** Engineering Services Contract with Cranston Engineering Group to provide services related to the Federal Energy Regulatory Commission (FERC) license for the Augusta Canal in the amount of **$334,605.00.** (P258478) **(Approved by Engineering Services Committee January 9, 2022)**

Item Action: Approved

Engineering_Services_Contract_Draft.pdf

P258478.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

27. Motion to **approve** a Deed of Dedication, Easement Deed and Maintenance Agreement on Governor's Place Phase 2.**(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

Governor_s_Place_Ph_2_Plat.pdf

Governor_s_Place_Ph_2_DoD.pdf

Governor_s_Place_Ph_2_Esmt_Deed.pdf

Governor_s_Place_Ph_2_MA.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result

Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

28. Motion to **approved** a Deed of Dedication, Maintenance Agreement and Warranty Deed for Granite Hill Section 4 Phase 3. **(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

Granite_Hill_Sec_4_Ph_3_Plat.pdf

Granite_Hill_Sec_4,_Ph_3_DoD.pdf

Granite_Hill_Sec_4_Ph_3_MA.pdf

Granite_Hill_Sec_4,_Ph_3_Warranty_Deed.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

29. Motion to **approve** the Easement Abandonment and Deed of Dedication for New Easements and the Maintenance Agreement for Harmony at Augusta. **(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

Harmony_at__Esmt_Swap.pdf

Harmony_at_Augusta_MA.pdf

Harmony_at_Augusta_Plat.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

30. Motion to **ratify** Franchise Agreement between Augusta-Richmond County Georgia and Comcast of Georgia/South Carolina, LLC. **(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

31. Motion to **approve** a Memorandum of Understanding (MOU) with the Phinizy Center for Water Sciences to provide staff and equipment to support surface water quality monitoring and other scientific services required by State and Federal Permits and other activities as identified in the amount of $250,000. **(Approved by Engineering Services Committee January 9, 2023)**

Item Action: Approved

MOU_AUD_Phinizy_Supp_Staff_Monitoring_17Nov22.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

PETITIONS AND COMMUNICATIONS

32. Motion to **approve** minutes of the Regular Meeting held January 3, 2022.

Item Action: Approved

Regular_Commission_Meeting_January_3_2023.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

33. **Motion to ratify** the rescheduling of the Tuesday, **January 10, 2023** Special Called and Regular Committee Meetings to Monday, **January 9, 2023**.

Item Action: Approved

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

******END CONSENT AGENDA******
AUGUSTA COMMISSION
1/17/2023

AUGUSTA COMMISSION
REGULAR AGENDA
1/17/2023

(Items 34-38)

PUBLIC SAFETY

34. Motion to **approve** the new COVID-19 Policy. **(No recommendation from Public Safety Committee January 9, 2023)**

Item A
Approved

Draft_Policy_on_Covid-19_(1)_revised_10-20-22_10-21_Edits_(002)_(002).docx

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve with the changes that employees will not be required to communicate to the Human Resources Department if anyone else in their household has contracted COVID and for those employees returning to work that the word absent be used instead of the word removed. Motion Passes 10-0.	Commisioner Sean Frantom	Commissioner Wayne Guilfoyle	Passes

35. Motion to **approve** Gold Cross contract with $1.95 million dollar subsidy. **(Requested by Commissioner Brandon Garrett)**

Item Action: Disapproved

2023-17-01_8_12_22_Gold_Cross_EMS_911_Augusta_.pdf

SKM_C65823011317180.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to delay any decision on a contract until after the EMS service of Georgia makes a decision on the status of Gold Cross.	Commissioner Bobby Williams		Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve Gold Cross contract with the $1.95M subsidy and to approve a one time inducement payment of $1.95M, payable immediately, to cover the cost associated with increasing ambulance staffing and other initial increased expenses related to providing EMS services in Richmond County per the terms of the contract. This contract is a five-year contract with an additional five year renewal with Gold Cross to give up the zone. Mr. Williams abstains. Voting No: Commissioner Jordan Johnson, Commissioner Tony Lewis, Commissioner Stacy Pulliam, Commissioner Francine Scott. Motion Fails 5-4 -1.	Commissioner Brandon Garrett	Commissioner Wayne Guilfoyle	Fails

Motions

Motion Text	Made By

Motion Type			Seconded By	Motion Result
Defer	Substitute motion to delay this until all commissioners can look at the contract.	Commissioner Bobby Williams		Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve reconsidering this item.	Commissioner Brandon Garrett	Commisioner Sean Frantom	

No action is taken on this motion.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve holding a special called meeting on Tuesday, January 24, at 10:00 a.m. to further discuss this item.	Commissioner Brandon Garrett	Commissioner Catherine Smith-McKnight	

No action is taken on this motion.
The Mayor calls for a special called meeting to be held on Tuesday, January 24, at 1:00 p.m.

FINANCE

36. Motion to **approve** a request from Ms. Julie Feistel of the Garden City Rescue Mission for the annual forgiveness for the 2022 taxes. **(No recommendation from Finance Committee January 9, 2023)**

Item Action: Approved

Garden_City_Rescue_Mission_2022_Taxes.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve refunding the taxes after the payment has been made by the Garden City Rescue Mission Motion Passes 10-0.	Commissioner Brandon Garrett	Commissioner Bobby Williams	Passes

APPOINTMENT(S)

37. Motion to **approve** the appointment of the **Natalie Bryan** to the **Department of Behavioral Health and Developmental Disabilities** (DBHDD) Advisory Council. **(Requested by Commissioner Stacy Pulliam)**

Item Action: Approved

Natalie_A._Bryan.pdf

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve				Passes

Motion to approve.	Commissioner Brandon	Commissioner Bobby
Motion Passes 10-0.	Garrett	Williams

OTHER BUSINESS

38. Motion to **approve** the scheduling of a workshop on Jan 23 at 11am to discuss amending administrator job role and description and also to listen to recommendations for best practices moving forward with this search. **(Requested by Commissioner Brandon Garrett)**

Item Action: None

ItemApprovalSheet.html

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	See motion under Item #16.			

LEGAL MEETING

A. Pending and Potential Litigation.

B. Real Estate.

C. Personnel.

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

Item Action: None

CALLED MEETING

COMMISSION CHAMBER
January 24, 2023

Augusta Richmond County Commission convened at 1:00 p.m., Tuesday, January 24, 2023, the Honorable Garrett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: Ms. Bonner, I think we're in place. I'd like to call this meeting to order please.

The Clerk: Yes, sir. I will start, sir, at the point of our invocation today. Will be delivered by Rev. Anthony Booker, Pastor of the Broadway Baptist Church after which we would like to ask Chief Antonio Burden if he would please lead us in our pledge of allegiance. Would you please stand?

The Invocation is delivered by Rev. Booker.

The Pledge of Allegiance to the Flag of the United States of America is recited.

1. Approve Gold Cross contract with a $1.95M subsidy. (Requested by Commissioner Brandon Garrett)

Mr. Mayor: Thank you, Madam Clerk. Before we get started, I just want to remind the members of the audience, my colleagues on the Commission, we all understand this is a very contentious issue for our community. With that said I think it's in our best interest and we owe it to ourselves to be respectful of one another, to be respectful of these Chambers. Everyone is going to be given the opportunity to speak but we're not going to speak over anyone else and that is not going to be allowed so be respectful, let's be great stewards of this community and let's proceed. The very first person I see in the queue is Commissioner from the 5th, Bobby Williams.

Mr. Williams: Yes, sir, my question today is which contract are we dealing with? Sometime ago the Augusta Commission asked our Administrator and our Attorney to negotiate a contract with Gold Cross. They did that. Well, last week Mr. Garrett came in with a contract from Gold Cross and that's the one that we voted on. Well, my, I'm thinking and we can ask the attorney even before that contract from Gold Cross can be entered into whatever to be voted on, we have to vote it in and vote the other one out. So my question today is which contract are we going to be voting on? Mr.Mayor.

Mr. Mayor: Before I get clarification, Attorney Brown, can you come up a second please?

Mr. Williams: Mr. Mayor. Mr. Mayor.

Mr. Mayor: Commissioner from the 5th.

Mr. Williams: I think, is Ms. Sams in the room? Geri Sams? She deals with Procurement and contracts and what have you. I'd like to see what she has to say on this because I just don't think that contract that Mr. Garrett came in is a legal contract.

Mr. Mayor: Certainly. Ms. Sams, would you mind approaching please?

Ms. Sams: Good afternoon.

Mr. Mayor: Ms. Sams?

Ms. Sams: Yes, sir.

Mr. Mayor: The question from the commissioner from the 5th regarding the contract. Is it a legal or not legal contract? What is your opinion regarding this matter?

Ms. Sams: My opinion regarding this matter –

Mr. Mayor: The Chair recognizes counsel.

Mr. Brown: Yes, I would ask that the Mayor reconsider the question. I do not believe Ms. Sams should be asked whether a contract is legal or not as she is not authorized to practice law to say whether it's legal or not. She may have some opinions on it but we should not ask her for a legal opinion.

Mr. Williams: Well, let's just ask her for an opinion. I just want to ask her for an opinion. You can't stop her from talking. I asked her.

Mr. Mayor: Attorney Brown, is that permissible? Ms. Sams, proceed.

Ms. Sams: My opinion as the Procurement Director for Augusta, Georgia and let me give you a little bit of historical data. The full Commission appointed a committee to come up with a proposed contract as it relates to Gold Cross. That committee submitted that contract, proposed contract, to the Commission. As of this day and I've gone through many minutes and I was very careful, I could not find where the Commission appointed a representative to make contact with Gold Cross for negotiation. Now the contract that was proposed coming out of the official committee appointed by the Commission put a contract forward and then another contract which was delivered, I cannot say negotiated by, came forward last week and we were like on pause because we had not seen or reviewed or nobody said that there were other issues to be discussed so I guess for me, my opinion as Procurement Director, unless the Commission authorized a representative to negotiate, then your second contract would be questionable.

Mr. Williams: All right and I have one more question, not of Ms. Sams but I'd like for the Fire Chief to come forward. Yes, sir, Mr. Fire Chief, I'm trying to dispel all this scare tactic about if Gold Cross walks away what will happen. Tell us what will happen if Gold Cross walks away. What is the ambulance service in Georgia going to do? What's the process?

Chief Burden: Well, good day, Mr. Mayor and Commission. My understanding and I certainly lean to counsel of the state rules and regs as it pertains to the EMS zone falls directly within the state office of EMS. The state office of EMS in my understanding has oversight as it relates to the actual zone and so I'm careful not to speak for that office in terms of any changes or any different direction that the City would go in. I think oversight or administration comes from that office.

Mr. Mayor: Thank you, Chief.

Mr. Williams: And, Chief, how many days will Gold Cross have to serve if they "walk away"? Will they have to do 120 days? Six months? What will they have to do?

Chief Burden: Again, Commissioner, I have reviewed Code Section 5.11-9-2 and once again with the state office being oversight, I think that they will be best or more equipped to answer that question. It doesn't in the code section speak directly –

Mr. Williams: Okay, but they would have to serve, but they would have to serve a number of days, correct, before they could just walk away?

Chief Burden: Once again, code section 5.11-9-2 doesn't directly speak to a set amount of time.

Mr. Williams: I gotcha.

Chief Burden: It doesn't spell it out so the state office of EMS would be our best resource –

Mr. Williams: Okay, but they would have to serve a period of time before they could just walk away, correct?

Chief Burden: Again, I think the state office would probably be best to answer that question because it's not exactly spelled out in the rules and regulations.

Mr. Williams: Okay, but they would have to serve a period of time, correct?

Mr. Mayor: Commissioner, you keep asking the question.

Mr. Williams: Hang on a second, sir. Let me go to Attorney Brown please. Attorney Brown, what's your take on what happens if they walk away?

Mr. Brown: Commissioner Williams, the state regs referred to by Chief Burden provides that the department which is the Department of Public Health would appoint a temporary zone provider and that temporary designation and I quote, "the temporary designation shall be in place until the Regional Ambulance Zoning plan is modified. The modification of the zoning plan means to designate another provider. Gold Cross walks away, the Health Department would provide for

the ambulance service on a temporary basis and the length of time that they can serve is indefinite until another provider is called for.

Mr. Williams: Okay, thank you, and my point is we will have a provider regardless of whether they walk away or not. But, Mr. Mayor, I need a determination on the contract. We should be concentrating on the contract that was negotiated by Attorney Brown and our Administrator rather than something that was brought in by Mr. Garrett and just to say this and you might have to take a look at it or what have you, I'm not talking to you, you might have to take a look at it but my understanding is by law if somebody negotiates a contract, a commissioner negotiates a contract, he cannot vote on it. Thank you.

Mr. Mayor: Thank you, commissioner from the 5th. Before we proceed on, I'm going to ask Steven Vincent from Gold Cross to come up for just a second please.

Mr. Williams: But, sir, we do need to make a determination as to what contract that we're going to be voting on.

Mr. Mayor: Thank you, sir, would you state your name and address please.

Mr. Vincent: Steven Vincent, 221 Seaton Circle.

Mr. Mayor: Mr. Vincent, the question has been raised regarding your level of service regarding if you should decide to surrender the zone. What are your requirements as you see it?

Mr. Vincent: There are no requirements. All we have to do is call the state and surrender the zone. As the attorney said, as the Chief said, there are no stated rules or regulations regardless of what anyone else says that requires any kind of time frame. I have spoke to the Director of the state office of EMS, Kelly Joiner, yesterday after hearing some contradictory information and she verified exactly what I just said. As far as the contract, could I speak real quick on that, what version?

Mr. Mayor: Sure.

Mr. Vincent: The contract, I'm really confused about why we keep hearing there's two different contracts. The contract that Mr. Garrett, Commissioner Garrett, proposed is Augusta's contract. As Administrator Douse brought forth back in September, there was still a few items that were not agreed upon and so the contract that Commissioner Garrett presented is Augusta's contract with Gold Cross's request which Administrator Douse put those in a comparison sheet for each commissioner last week, those are the only changes that she outlined for everyone, but it is Augusta's contract. There's no different. That's why she did the comparison chart to show you that there is only a few differences. There is no new contract that was drafted. Gold Cross did not draft that contract. That is the contract drafted by Augusta.

Mr. Mayor: Thank you. Madam Administrator, can you confirm that please?

Ms. Douse: That is accurate. I would like to further clarify that the contract that the Administrator presented is no longer the Administrator's contract if there are changes that have been made to it. So what Mr. Vincent has just stated is the fact that Gold Cross made changes to the Administrator's contract in which I did provide the Commission the comparison document which means it is no longer the Administrator's contract –

Mr. Williams: Correct.

Ms. Douse: -- so it is two separate contracts. The Administrator's contract and Gold Cross's contract.

Mr. Mayor: Attorney Brown.

Mr. Brown: Yes, sir.

Mr. Mayor: Can you weigh in and let us know if we can proceed, please, based on, do we need to vote on the Administrator's contract seeing as we now have two contracts? Can you provide guidance, please?

Mr. Brown: As previously stated, the Administrator and I were tasked to assemble a team to negotiate with Gold Cross. There was a negotiation. The negotiation resulted in the contract that the Administrator presented. It is presently in your book. There is a second proposed contract and at the top of your book it has Administration II. That is the contract that you ordered us to bring back. The other contract, which was first seen by staff to everyone that I have spoken with on staff including the Administrator, was first seen when presented on the Commission agenda last time by Commissioner Garrett which the Administrator now says is property labeled the Gold Cross contract because it's not what staff did. The Commission will need to decide was the order from the Commission to the staff to negotiate a contract and bring it back to the Commission, if the Commission is going to continue to follow its line of authority toward the staff or whether or not the Commission is going to allow for the first time to my knowledge to have a vendor present a contract for its consideration. That is not customary for procurement. This is a procurement even though Gold Cross was the only group since they are the zone provider, they were the only group that it could be procured from but Augusta never procures something from a vendor and allows the vendor to write or to present the contract to Augusta. It is usually the Procurement staff that presents the contract to Augusta, the Commission approves it and finishes up any minor negotiations with the vendor and the contract is signed.

Mr. Vincent: Mr. Mayor.

Mr. Mayor: Thank you, Attorney Brown. I'm going to stay in the queue please and next I want to recognize the commissioner from the 8th, Commissioner Garrett.

Mr. Garrett: Thank you, Mayor. So you said the first time you saw this contract was prior to last meeting. Did I not try to also add this line item to our last committee meeting and Commissioner Bobby Williams prevented it from being added to the committee but the contract was attached to it so for you to say that no one from any staff saw that, that is a false statement.

Mr. Brown: No, sir, that is not a false statement. What I said was the first time staff saw this contract is when you presented it not in the committee meeting is when you presented it and it was on the agenda.

Mr. Garrett: So with that being said, if no one saw it, how was the comparison sheet that was provided prior to the Commission meeting able to be presented?

Mr. Brown: I said that no one saw it prior to being on the agenda. Once it was placed on the agenda, the Administrator did the comparison and delivered that to the Commission the morning of the meeting which was Tuesday. Some commissioners said they did not see the comparison –

Mr. Garrett: So can we vote on the Administrator's contract today?

Mr. Brown: Yes, sir, you can vote on the Administrator's contract. You can vote to alter that contract, you can vote to redo the contract, you may vote on the contract as you see fit. The only question really is the protocol since this is a procurement. The protocol that the presentation and the authority of the Commission was to consider the contract by the staff. The changes can be made –

Mr. Garrett: That was the same contract that Ben Hasan put on the agenda –

Mr. Mayor: Commissioner Garrett, let him finish please.

Mr. Garrett: Go ahead, Attorney.

Mr. Brown: I was finished. It's fine. Let me say this. Some of this is semantics but the real question of it is is for the Commission to become centered on the contract that it is going to consider whether Commission follow up it's own directive that the staff would bring back a contract and then it would be considered by the committee. Once that is decided, the Commission may of course go in any direction it chooses provided that it has the adequate number of votes to get it passed.

Mr. Garrett: And can I ask another question to the attorney or the Administrator? I know you've heard this question before but I want this on the record. Has any contract ever been presented to the Commission without all the terms including the subsidy or contract value for the Commission to vote on? When does that ever happen except for when it comes to Gold Cross?

Mr. Brown: The Commission reserved and prohibited the staff from negotiating a subsidy with Gold Cross. During the negotiations neither Gold Cross nor the staff pursuant to that direction, we did not discuss a subsidy. We perceived that to be out of bounds. Gold Cross never said we want this, this or this and the staff never said we will only give you this. We negotiated all the other terms that were left open by the Commission.

Mr. Garrett: So the answer is no other contract is typically presented without the full terms?

Mr. Brown: No, sir, the answer is that all the terms were negotiated that was allowed by the Commission. There was nothing left undone by the staff. We cannot disobey the orders of the Commission. They reserve the subsidy for their decision. It would have been a violation for the staff to plug in that number.

Mr. Garrett: So how were we supposed to come to a number as a Commission to submit to you?

Mr. Brown: You could ask the staff, you prohibited it but you could discuss it among yourselves and you could ask the staff for their recommendation. You also could ask Gold Cross what is it they want and why do they want it.

Mr. Garrett: But according to our Procurement Director that's not supposed to happen. You said that we're not supposed to talk to them.

Mr. Brown: No, I said that it is unprecedented that the contract being presented to the Commission for passage would come from the vendor, but if you solicit a request from Gold Cross, what is the subsidy that you think is appropriate and tell us why, why do you deserve this, why do you need this. Gold Cross could answer, it could consider it. Another commissioner may ask the staff what do you think is appropriate under the circumstances from what you understand and then the Commission will make its decision. It's really not a staff decision.

Mr. Mayor: Thank you, Attorney Brown. We're going to move on; there are some other people in the queue. Commissioner from the 5th, before I come to you I want to catch some of these folks that haven't had an opportunity to speak.

Mr. Williams: That's fine.

Mr. Mayor: Commissioner from the 10th, Commissioner Guilfoyle.

Mr. Guilfoyle: Thank you, Mr. Mayor. Let me follow up on what Attorney Wayne Brown was speaking of as far as when he was a deputy attorney under Andrew MacKenzie. Actually the TEE Center, the parking deck, Paul Simon and them actually that organization brought their contract to us. Augusta did not do that contract for one. But my question to the attorney, what road does the State Board of Health have to do with Augusta Richmond County and Gold Cross contract at this time because I keep hearing about this Board of Health. What role do they play, what jurisdiction do they have, what oversight do they have for Augusta Richmond County contract with Gold Cross?

Mr. Brown: Commissioner Guilfoyle, I'm unaware of any role that the Health Department's Board of Health would have in formulating a contract between Augusta and Gold Cross.

Mr. Guilfoyle: Apparently something is supposed to be happening Thursday with the State Board of Health and I don't know why we're waiting so long because if they don't have a role in it, they don't have any say so in what we're doing up here at this point. Would you agree?

Mr. Brown: They do not have a role or better yet said they do not have veto power of a contract that Augusta wishes to enter with Gold Cross.

Mr. Guilfoyle: Okay. Just for the sake of the people that's in this room as well as people that's watching, a lot of correspondence has happened, believe it or not. A lot of correspondence has been discussed about this Gold Cross contract with Augusta Richmond County weeks and a matter of fact before some of us was even sworn in. We keep finding reasons not to do this contract; it's been going on, Commissioner Alvin Mason last April tried to move it forward. And ten months later we've got the same staff in the same position with no results, nothing's changed. But I will tell you what will change is that Gold Cross had tried to come to the table again, they keep giving up, they're moving the goal post towards us while we're steadily putting roadblocks for them. They actually, if everybody read the contract, you'll understand that they're giving up the zone where one of the commissioners doubted that and they actually spoke verbally right here in front of this podium. They cut the contract which was a five-year/five-year renewal, they changed it to three-year/three-year renewal. That's a savings after cutting it from $1.95 million down to 1.75 which is additional $1.2 million dollar savings to the taxpayers. They increased their QRV, quick response vehicles, from one during peak hours. They're adding two more to help the citizens of Augusta Richmond County and so I don't know what more a company can do. We keep looking at the Health Board as the, our safety net but if you look in the CSRA, who do we have for the state Health Board to call on? There's nobody. So everything that they do to provide an ambulance service for Augusta Richmond County is they're going to have to hire ambulance drivers here locally. We can't even fulfill our Sheriff's Department, our Fire Department and Gold Cross even has a challenge to maintain employees and half their employees is minorities. All the money here that we give them stays here in Augusta Richmond County. They do a lot of free stuff for Augusta Richmond County and people question hey, you know, response time. They don't do this, they don't do that. Well, that's what the difference is with a contract. It holds them liable. I see Mr. Johnson shaking his head no but a contract is a heck of a lot different than an MOU. An MOU is just a handshake but this body has got to make some tough decisions and if this here fails today there is going to be some tougher decisions and I'm going to lean on the people who staff as well as the commissioners who's found a better way here in the next few weeks, few months, few years because that's what it's going to take, a couple of years for another company to come in and know the area, hire the people, etc. so that's my take on it. Thank you, Mr. Mayor, Councilmen.

Mr. Mayor: Thank you, Mr. Guilfoyle from the 10th. Commissioner Williams, we're still going to put you on pause as I want to let, recognize the commissioner from the 4th, it's his first opportunity to speak please.

Mr. Mason: Thank you, Mr. Mayor. Ms. Sams, if I could have Ms. Sams come up please.

Mr. Mayor: Certainly. Ms. Sams.

Mr. Mason: I have a question for Ms. Sams.

Ms. Sams: Yes, sir.

Mr. Mason: Ms. Sams, how long have you been in the procurement business?

Ms. Sams: About 30 years.

Mr. Mason: About 30 years. And for the City?

Ms. Sams: Since 1999.

Mr. Mason: All right. During this timeframe have you ever on any occasion had commissioners in a position to negotiate a contract for you?

Ms. Sams: That's a great question. And my answer to you is when I saw or it appeared that a commissioner was going to negotiate a contract, I always warned against it because there are laws that says if a commissioner negotiate a contract with a vendor then too that commissioner cannot vote on that contract.

Mr. Mason: Great and so the reason I asked you that, thank you, and when we hear all this mumbo jumbo that's going on up here, but the fact of the matter is we've got to take responsibility ourselves, the commission that was here, for how we got into this position that we're in. First and foremost, we should have never had a subcommittee with commissioners negotiating contracts. First and foremost, that never should have happened. Ben Hasan, other commissioners that was on that committee, they tried to put me on it and I didn't want to be on it because I knew that was not the right thing to do. That's why I chose not to be on it. But yet instead we still do the same thing, we put the sub-committee together where commissioners would come in helping to negotiate a contract. Wrong move from the very beginning. So all this other talk that is going on doesn't even make sense. Now from the legal side and our staff, a little disappointed here because what you're saying now is not necessarily what you continue to say throughout or you didn't interject it at the right time, especially from the legal standpoint. My opinion. So here we go. This contract that we're looking at and Ms. Douse sent us an email. It had four or five, it was a comparative analysis with four or five different ones, I can't remember exactly, Ms. Douse, right now but it was four or five differences than the original contract. So what we should be looking at at this particular point if we're going to be looking at anything legal is that those additional items we can either vote them up or we can vote them down because that is what the comparative analysis was for. We could agree or not. Now I keep hearing about workshops and all this other foolishness, we've been talking about this for two years and kicking the can down the road. If you know you're not going to vote for it, I'm not doing no workshop. That's crazy. We're wasting time. We're wasting people's time, we're wasting our citizens' time. What we need to do here we're going to make a decision or we're not and then we're going to live with it. We'll let a provider come in, you've heard them say a provider will come in. Do you know who that provider is? No. Do we know what their service is like? No. Do we know how many ambulances they have? No. Do we know what their response times are? No. And instead of being adversarial, why don't we become partners in this venture? It's all I've said from the very beginning and have that type of attitude. A partnership attitude instead of coming immediately from an adversarial attitude. I'm telling you right now here today I am not going to continue to push somebody's agenda that never wanted Gold Cross here in the first place. I won't do it and I hope nobody else would either. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, commissioner. Commissioner Williams, I'm still going to hold you in the queue. There's one other commissioner that has not spoken yet and I'm going to recognize the commissioner from the 7th, Mr. Frantom.

Mr. Frantom: Thank you, Mr. Mayor. First off, I totally agree with what Mr. Mason just said. I've been on this Commission for seven and a half years and frankly, whether it was department heads, whether it was commissioners, they've always wanted Gold Cross out. The number of things that have happened behind the scenes if this vote fails today, you're going to hear all about it and it's not going to be pretty. I keep hearing about this EMS Council. Look at all the changes in the EMS Council in the last six years and who's the changes and who they are and whether they support Gold Cross or against Gold Cross. This has been a plan in motion for many years and here we are today on whether we're going to move forward with Gold Cross or not. If the vote fails today, we're going to pay just as much money if not more to a state-provided service. Right now we don't know whether those ambulances, whether we're going to have to pay for them, the state's going to have to pay for them and it's a serious unknown. We have a company that, do I think Gold Cross can do better? Absolutely. Do I think, they've never had a contract so we can't hold them accountable, but am I fearful of what the alternative is? Absolutely. And anybody that's anti-Gold Cross because of the history of Gold Cross, you can't tell me that you just know it's going to be better if they're gone tomorrow and frankly I think we've got ten days to two weeks if this vote goes the way it seems like it's going to go today. I think that we talk about, department heads talk about it, we've never had, frankly we shouldn't be discussing this on the floor. Frankly when we had workshops, committees, we didn't have Gold Cross at the table or let them speak at those committees because we wanted to push our agenda. We didn't want to hear them. We've done Gold Cross wrong. This city has done Gold Cross wrong whether you want to believe it or not. For the past Mayor to call them Burger King last year, that's absolutely ridiculous so they haven't done right, totally, Gold Cross. I admit that. But this city has not treated them right and never wanted a partnership and here we are on the one-yard line, they've came back with significant changes to a contract that started at ten years, started at much more, came down, came down, came down and today we're going to vote on it and I feel like it's not going to pass and it's because people want to hold the line thinking that the EMS Council knows better than the government and how they think this is going to play out. We're going to get the zone. We put in the contract today that Commissioner Garrett will read that if we don't get the zone, we void this contract. So we're getting what we want and we're getting a partnership and I think right now, this is unprecedented times. We've never had a company attacked like the City of Augusta has attacked them and in the coming days when this vote fails today, you're going to hear a lot about it because I can assure you I'm going to be one of them to tell the whole story because this has not been a pretty thing for us for the past seven and a half years I've been on here and it starts way before I was on this commission. So I hope that we can come to an understanding and people can realize that politically people, past commissioners scaring commissioners up here, I'm going to have you an opponent. I can assure you that the community is not going to forget this vote. I can assure you of that one so whether you think your vote to not support it because you're scared somebody's going to get you an opponent, that's crazy because this one's going to have serious ripple effects that the community is going to feel and I feel sorry for us. This is going to be a sad day for Augusta. Thank you.

Mr. Mayor: Thank you, commissioner. The Chair recognizes the commissioner from the 3rd, McKnight.

Ma. McKnight: Thank you, Mr. Mayor. I've got one quick question to ask. I don't know if I should be directing this, probably need to direct it to Mr. Vincent, if that's okay. May I ask him a quick question?

Mr. Mayor: Proceed please.

Ms. McKnight: Yes, is there a Department of Public Health ambulance service around here?

Mr. Vincent: No. The Department of Public Health does not have any type of ambulance service. I think maybe what they're referencing is there is a possibility they could put out a request for help. There is no ambulance provider in the country that is just sitting around waiting for a county to open for them to all of a sudden bring their resources down. That doesn't exist. Everyone in the whole country is short-staffed. There are ambulance services, large services, national services, worldwide services that are pulling out of counties right now for similar reasons because the counties that they're in chose not to work with them. Usually most of those are much smaller. But I do want to make one quick statement about the EMS Council. I keep hearing EMS Council, EMS Council. The EMS Council has no authority just so you know. Zero. So you keep saying that they're going to take something away from us. They have no authority at all. They are a recommending body that is in the statute. They have no authoritative power, they are a recommending body. This zoning committee that you're discussing, they've been doing a review of the zone based off of a request from a citizen of Hephzibah over a year and a half ago and when they did the first review, it showed that our numbers show great improvement. And they are continuing the review and that's what it is. There is no investigation. There are some agendas on that council of people that have been against Gold Cross for many years and so at the very end of a meeting, they're like let's just open records request and see if there's any complaints. Well, you could do that on any county in the entire state of Georgia. However, the last 17 years Gold Cross has touched over 850 lives in this area that we've responded to calls for and transported over 650,000 patients to local hospitals. You're going to have some complaints and I'm okay with that because we strive to provide great service on every call which is like if you go to Amazon or EBay you know you pretty much trust those people with a 99.9% success rate and that's what we have. You're always going to have that small number that you know you wish you could have done better on. But going back to this EMS Council, they're a recommending body. They can make a recommendation. This Thursday meeting that you're referencing is a committee that can make a recommendation to a full Council that happens later down the road who then depending on that vote, they can make a recommendation to the state and then the state from there can make their final decision which we've gone down this road numerous times over the last ten years and the local body has recommended before to open zoning and bring in a potential new provider and the state said no. So this local council, like I said, is a recommending body and the last time this happened, the state did not take their recommendation.

Mr. Mayor: Thank you, Mr. Vincent.

Ms. McKnight: Thank you so much.

Mr. Mayor: The Chair recognizes the commissioner from the 1st, Commissioner Johnson.

Mr. Johnson: Thank you, Mr. Mayor. I want to take an opportunity to sort of clear up some things and I don't know if it's going to be helpful but I'm going to try at least. I don't recall anyone up saying that we didn't want Gold Cross as our provider. I don't remember anybody coming out of our mouth saying that. Certainly, I haven't said that. Every time I've been recognized from the floor I've always spoke about how Gold Cross has been helpful to the community. I've always spoke about how they've been helpful to me. I remember one time when I had a heart episode, I have heart disease, Gold Cross came and got me and took me to MCG or AU, we're good. So this whole notion that we're doing this because of past commissioners or we're doing this because we don't want Gold Cross, it's just rhetoric. It's a lot of rhetoric up here that we're talking about just like when Mr. Guilfoyle decided to call my name out, I didn't say anything to him, but he said we're not talking about response times because an MOU can't be enforceable. Well, let me share something with you. With my organization, my real job, right, if we have an MOU on the table, right, you do this, we do this, we give you this, that is enforceable. I'm not saying that we should keep Gold Cross on an MOU because I do support a contract but even if we're talking about MOUs so forth and so on. Let's stick to the facts here right. I'll tell you where I am. I've told every commissioner up here what I will vote for, I've told every commissioner up here why I will vote for but at the end of the day when the contract came before the committee cycle, number one, it didn't come through the proper committee, that's why Mr. Williams opposed it because it didn't come through the proper committee, that's where conversations are held. That's where things are fleshed out during the committee cycle. When you have disagreements on an item, you talk about them throughout the committee cycle so that we can get something done on the floor. We won't have to go to a workshop if you just let the committee cycle play itself out. There are items in those recommendations that we are willing to talk about. I can speak for myself. Let me speak for myself. There are things on that recommended chart that I absolutely think we can talk through but as folks in this gallery and on line are seeing, there is no will to have a conversation. When we're sitting here asking for one nine or one seven or whatever and again, I am not opposed to supporting Gold Cross but one nine or one five, where does the number come from? You will be shocked to know that we have asked for financial records to show where the need is. When the business community came before this City and asked for support during the COVID 19 pandemic for $7500, they were asked for their birthright and a bowl of soup. Why are we holding a major corporation to the same standard that we were holding small businesses many of which shut down during the pandemic? That's all I've been asking for. That's all I've been asking for but yet and still as you see, we're not interested in having an adult conversation about what we can give, what we can take, what we can live with, how is it going to be funded, what will the budget look like afterwards, where is the transparency? We always talk about transparency and accountability but only when it matters to somebody else or when it doesn't matter to somebody else. And quite frankly I'm tired of it. I was told I would be a one-term commissioner if I didn't support this. So the point that I'm making is this. While we're sitting up here and talking to each other and going back and forth, there is somebody waiting to get to the hospital via ambulance and when we're done somebody is still going to be needing to get to the hospital via ambulance and although it's not necessarily our job to get into the ambulance business or our job to decide zones or our job to decide who the provider is going to be, we have a

responsibility to negotiate number one, within ourselves and let our staff do its job. All of the rhetoric that, you know, the news is putting out and commissioners are putting out talking about airing dirty laundry, is this the Jennie Jones show? So come on ya'll. Let's get it together. At the end of the day we have a contract that was shown to us two and a half hours before a vote. Now I can admit that I am not that smart to look at a contract two and a half hours before a vote and make a sound decision and we also have a contract that administration proposed that we have not even had a conversation about. So all I'm proposing to this body, we don't have to go into recess, we don't have to huddle, we don't have to go out and we can literally give ourselves the time to look at the contract that staff proposed. It's not perfect, it's not perfect by a long shot. We can look at that contract, we can ask Gold Cross what they need because I'm absolutely sure that there is a need and we can look at what this city can give because I'm sure that the city can give something. We can come to the table, we can vote on a contract, we can be on to the next item of business because there are still homeless people on the street, there is still a need for housing, roads still need to be paved, trees still need to be cut, sewers still need to be improved but we're sitting here fussing about what a past commissioner wanted or what past commissioners wanted. Those commissioners are not here today. The old Mayor is not here today. They're not here so at the end of the day, ya'll, I think we can do much better because while we're sitting here talking about the policies that we know, the folks out here in this gallery are looking at us like we are fools because we don't want to have a conversation. And quite frankly I did not run for office for this, I didn't run for office to get intimidated, I didn't run for office to get bullied, and I didn't run for office to be jerked around up here. So at the end of the day, let's have a conversation. That's what our constituents put us in office to do and if you don't want to have a conversation, go back to your districts and tell them that you didn't want to talk. But you have commissioners coming out of their mouth on public record saying we are willing to have a conversation.

Mr. Mayor: Commissioner Johnson.

Mr. Johnson: I don't think my time has expired according to the rules of procedures. I still have time and I am done, Mr. Mayor. But what I'm saying is let's have a conversation.
Thank you, sir.

Mr. Mayor: You're welcome. Before we move in the queue, we have a couple of folks that want to speak. Both are former commissioners and I'm going to call up the first to come up. Commissioner Todd. Sir, will you state your name and address for the record and you have five minutes.

Mr. Moses Todd: My name is Moses Todd. I live at 2747 Deans Bridge Road, Augusta, Georgia. Mr. Mayor and Commissioners, I'm not one that comes down here before you guys to make you look good or to make you look bad. However you look is the way you're going to look as far as I go. But I do email you, phone call you when I can and I've sent out several emails in the last few weeks in reference to this issue. I think Gold Cross is a good corporation, a good company and I don't have anything personal against Gold Cross. I don't have anything personal against anyone. I do represent the taxpayers in the best of my ability of this political subdivision and I think that regardless of who the service provider is that they want to get paid and they want to get paid fairly. The taxpayers want fairness too. The users of ambulance service provider want a certain level of service and I know that there are some challenges. I indicated some of them in

the email that I sent out to the Commission and the Mayor. On the wall is one of the challenges that's the ambulance that's waiting down at University, AU or Doctors that's trying to get a patient into the Emergency Room. I think that's an issue that as I stated in my comments to you in the email that we need to have the Augusta lobbyists working with Dr. Toomey in Atlanta to help out with that issue. That's not Gold Cross's necessarily blame altogether. But what Gold Cross could do is put some additional ambulances out there and I know that's a cost there. I made a recommendation that we give Gold Cross a 70% increase that would put you at approximately 1.2, 1.3 not 1.7 or 1.9. I think if you're going to give them 1.7 or 1.9 then we need to see receipts, you know. We talked about receipts from the old Mayor's office, you know, the former Mayor's office. We need to see receipts. That's all the taxpayers and the community want if we're going to give them additional funds. If we're going to give them additional funds, we want to see improvement in the service level. We've had commissioners to mention that if we don't do this deal, if we don't throw money at it that we're going to have folks to die out there in the community. Well, we have folks dying out in the community now so just to throw money at it I don't think is right. I think the money we throw at it should be justified with receipts and you know I understand that south Richmond you know we have a certain poverty level. I get that. But there's also many individuals live in south Richmond County that use ambulance service that have VA 100%, have white card, Savannah River Site. I don't think that we should be in the business of paying anybody's uncollectibles kist because they could not collect them. We run into this situation with indigent care when I was on the Board. We were paying an entity, I won't name it, $8 million dollars a year. When we got through looking at it and dealing with it, we was able to cut them $4 million dollars a year. So I'll close this by saying I have nothing personal with Gold Cross or any service provider. I have nothing personal with any commissioner on the decision that they make but I do have something personal when it comes to representing the taxpayers and the users of the ambulance services in Augusta Richmond County and I think it's unfair to those individuals that use this service to have no shows or two hours to wait on ambulance services. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, former commissioner Todd. Thank you so much, sir. The Chair now recognizes former commissioner, Dennis Williams, from the 2nd. Commissioner, for the record please state your name and address please.

Mr. Williams: Dennis Williams, 2590 Richmond Hill Road, 30906.

Mr. Mayor: Thank you, sir, you have five minutes.

Mr. Williams: I'll be quick. One of my concerns with rising this afternoon is to ensure or to see if there's been an improvement in the response time to emergency vehicles to different sites. Now I bring this up because I have seen plenty myself where the ambulance is taking at least 30 to 45 minutes to arrive on scene and in some cases not even arriving. So my concern is that. If we're going to use taxpayers' money to provide a subsidy, we need to ensure that the service is there for our patients. I personally have nothing wrong with Gold Cross. They picked me up one time when I had a problem and took me to the hospital. That's fine but we need to make sure that our response times are beneficial to the public as a whole. I also want to make sure that the Commission ensures that the vendor provide us with the data that we discussed in many of the conversations that this data will be a permanent part and a fixture of the records meaning how

patients and different ways like that and going to the individual invoicing process instead of paying, giving the subsidy as a whole it will be paid out in increments once a quarter or whatever way the group decides on. And we wanted to ensure that the provider is providing the service that we need in our community. It's a good provider like I said. The only problem that I see and I've heard a lot of complaints from people is about the response time so if we can improve the response time, not just adding on two or three more vehicles during peak time, but providing the service, getting to the site early instead of later. Thank you very much and a pleasant afternoon.

Mr. Mayor: Thank you, commissioner. The Chair recognizes one last individual, former commissioner John Clarke.

Mr. Clarke: I wasn't prepared to say anything but John Clarke, 3308 Sandpiper Lane, Augusta, Georgia, District 7.

Mr. Mayor: Mr. Clarke, you have five minutes.

Mr. Clarke: Thank you, sir. My commissioner is Sean Frantom and Sean has put out some figures that I think every citizen of Augusta should look at those figures and see exactly what they state. Your eyes would be opened. Commissioner Guilfoyle made a statement a while ago about what it would cost to go into the ambulance business. It would be phenomenal. Those figures are going to be forthcoming pretty shortly. I remember a time when under Sammie Sias, Chris James and a couple of other people when Chris James was chairman of the EMS committee. They had an impromptu called meeting that they thought they were going to pull the zone and that the Fire Department under Chris James would get the zone. They were shocked when Commissioner Brandon Garrett and myself walked into the room. The temperature changed. They backed away from it. You say we need to have a conversation. What do you think has been going on for the last few years. There's been nothing but a conversation and it goes back and forth and back and forth. And the same people that used to be on the Commission that was against Gold Cross are now making their phone calls and they're writing their emails and they're telling the new commissioners and other commissioners what's going to happen to you if you vote for Gold Cross. And that's fine. That's the way politics are. Glad I'm not doing it anymore. Thank you, Wayne. Augusta has got to come to the realization that we cannot afford to go into the ambulance business. We have got to put it out. Gold Cross has been doing a fabulous job and I want ya'll to remember during COVID how many vaccinations Gold Cross gave to these citizens. Think about that. Gold Cross has been an excellent partner to every citizen in Augusta, Georgia whether you back them, agreed with them or not. They've been a great partner. It's time to get off the pot and do something. Thank you.

Mr. Mayor: Thank you, Commissioner. So obviously you've still got to come back to me, sir.

Mr. Mayor: Wait a second, sir. We've obviously had an opportunity to address everybody in this Commission as well as some folks on the floor. It's almost time to vote on this and we keep going around and around so there are some people in the queue. Please keep it brief as we need to move on. So, Commissioner Williams, you're up, sir.

Mr. Williams: Yes, sir. Everybody has been talking today and you tried to put me on ice but I'm okay. When I think about the calls that I get, someone told me the other day that some lady died waiting on the ambulance at Kroger. I know that my sister-in-law had a stroke the other day last week and it took the ambulance over an hour to get there. I know of an incident where a lady came all the way from Savannah before the ambulance could get to her husband. I know of another incident where a man fell and hit his head and his head was bleeding and the ambulance never showed up and his son put him in the car, I think that was Bob Hale, and they called me. I know of another incident where a lady's life was in the balance and the ambulance never showed up. The Augusta Fire Department showed up and stabilized her and they put her in the car and what have you. Those are the people that I'm fighting for. I'm fighting for those people who have or can't say anything about the EMS service. I'm fighting for those people wo want to be up here, who want to vote. Why should we reward someone who is not doing the job. If they were doing what they needed to do, I would have no problem. But they're not. You're asking for a really, really big raise and I don't think Augusta really has, you go in your rainy day fund and we'll probably end up having to have to raise taxes next year. We're talking about if they pull away. We'll have service. I just want what's fair for Augusta. You're getting $607,000 right now. Let me tell you I'm connected with a medical facility myself and we get payments for indigent care but we get nowhere near a million dollars. Now I know that someone sent some statistics and said maybe 10,000 people from Augusta didn't pay their bill last year but Augusta has over 200,000 people in Augusta so if 10,000 didn't pay their bill you've still got 190,000 out there. Also during the pandemic, what have you, John Clarke said they gave out a lot of shots. They did and I do appreciate them so much, but they also received money from the government I'm pretty sure that they did to do that. So they're doing what they should do. They're just not doing it good enough. Now somebody said that maybe they're over at the hospital because they don't, they won't release them or what have you. Well, somebody told me the other day that Gold Cross only has three ambulances in the zone. I don't know if that's true but it was told to me so don't try to sue me. Isn't that right, Mr. Rich? Somebody told me that Gold Cross only has three ambulances in the zone. I don't know which means they're not fulfilling what they should if that's true. I don't know. But what I will say is that when I ran, I ran to do the business of the people. I ran to do what's right for the people. I ran to do what the people need and not somebody just want to give a buddy. You've got people and commissioners running over there, they're meeting with Gold Cross and they're bringing contracts back and they know what's going on before anybody else knows what's going on. They've got the statistics. You ask them for statistics, they won't give you the statistics or what have you and then when you ask something, they've got them in their pocket because they've already met with Gold Cross and the other folks out there or what have you. My thing is Augusta is a great place to live. It's just a few things we've got to get right. I don't call anybody's name and I don't expect anybody to call my name. Keep the name out of your mouth. But you've got some people that have been walking around trying to intimidate people just like the commissioner from the first said, somebody told him and I know that to be a fact that he was going to be a one-term commissioner if he didn't vote for this. As far as I'm concerned, you can vote me out if this is going to be the tell tale of the (inaudible) because I ain't voting for it as long as it's not right. And this contract that Brandon Garrett brought forth nobody authorized him to bring that contract forward. We authorized the Administrator and the Attorney to negotiate a contract and that's the one we need to vote on and I say we need to make a decision on that, Mr. Mayor. Thank you.

Mr. Mayor: Thank you, commissioner from the 5th. In the queue is the commissioner from the 8th, Commissioner Garrett.

Mr. Garrett: Thank you, Mayor. In regards to the contract that was presented, we've already stated that this contract that I sent in was basically the cleaned up version from the negotiations back and forth between Gold Cross and the administration and legal. The only reason that I submitted the way I did is because we never received an update from our Administrator or legal because they claimed they did not have any direction from us. So with that being said, I'm going to put a motion on the floor but also I want to respond and ask a question up here. Out of the ten of us or eleven of us sitting up here, how many of us have actually read the various contracts that have been put in front of us? Raise your hand, please.

Mr. Williams: Okay, Mr. Mayor, before we do that we've got to –

Mr. Mayor: Commissioner from the 5th, commissioner from the 5th, stand down, sir. You're out of order. You're out of order, sir.

Mr. Williams: I'm just telling you we need to do that, Mayor.

Mr. Mayor: You're out of order, sir. You are out of order, commissioner from the 5th. This is a warning that you're out of order.

Mr. Williams: I'm just telling you that we need to determine which contract that we're going to vote on.

Mr. Mason: Legal, point of order.

Mr. Williams: Like Marion Williams said, you can't put me out.

Ms. McKnight: Yes, you can.

Mr. Williams: No, you can't.

Mr. Mayor: Commissioner from the 8th, are you done?

Mr. Garrett: No, I'm not done. Thank you, Mayor, and I apologize to the public that is watching this. We're trying to present ourselves in a professional way, but anyway, here is the motion that I want us all to hear and listen closely. The motion is to approve the contract with Gold Cross EMS as presented by the Administrator with the following: 8 ambulances 24 hours a day housed in the fire stations, 1 QRV 24 hours a day, 2 additional QRVs during peak hours as stated in the contract, $1.95 million dollar inducement paid immediately, a $1.75 million dollar subsidy paid annually, 120-day grace period as agreed to in the contract, annual financial disclosure as well as weekly updates as well, no performance bond, Augusta may terminate this contract if they are not awarded the Richmond County zone as Gold Cross has agreed to relinquish and help Augusta get and a three-year contract with a three-year renewal. That is my motion.

Mr. Williams: Point of order.

Mr. Frantom: Second.

Mr. Mayor: Madam Administrator.

Mr. Williams: Point of order.

The Clerk: Whose second was that? Was that you, Mr. Frantom?

Mr. Mayor: Madam Clerk, we have a motion and a second. Before we proceed, did you have time to record that?

The Clerk: Yes. Commissioner Garrett submitted a hard copy which I will put on the screen.

Mr. Mayor: Please.

Mr. Williams: Point of order, Mr. Mayor.

Mr. Mayor: Hold tight, please.

Mr. Johnson: Mr. Mayor, I have a substitute motion.

Mr. Mayor: Wait a second, just let her get it up on the screen. Okay, we have it up on the screen. Madam Clerk has it recorded. The Chair is going to recognize the commissioner from the 1st.

Mr. Johnson: Thank you, Mr. Mayor. These, I thought you just recognized me.

Mr. Mayor: Hold on tight.

Mr. Johnson: I'll wait, yes, sir. The Chair is going to recognize the commissioner from the 5th on a point of order but you have to be brief.

Mr. Williams: What is brief? A minute, three?

Mr. Mayor: 30 seconds.

Mr. Williams: What's the $1.95 inducement for? For the zone?

Mr. Mayor: I'll ask the commissioner from the 8th to answer that question. Unfortunately, commissioner from the 5th, that is not a point of order.

Mr. Williams: Okay, but the inducement is for them giving us the zone, correct? But that's illegal so that needs to be taken off the board. 1.95, they're trying to give them 1.95 for them giving up the zone. That's illegal.

Mr. Johnson: If I may, Mr. Mayor.

Mr. Mayor: Attorney Brown.

Mr. Williams: Attorney Brown, that's illegal.

Mr. Brown: I have expressed to doing staff meetings with some of commissioners and the Mayor in preparation for this meeting, I've expressed my concern about Augusta paying an inducement to Gold Cross to give up the zone. The basis for my legal concern is that one, it would be inducing a company who is in contract with the state, we would be using local funds as a political subdivision of Georgia to induce someone to break or end a contract with the state. Secondly and even more importantly, we would, this inducement appears to be a violation of the gratuity clause of the constitution of the State of Georgia. There is no demonstrated value in that Gold Cross cannot give Augusta the zone. I fail to see the value that Augusta would get from Gold Cross releasing the zone.

Mr. Mayor: Thank you, Attorney Brown. The Chair recognizes, I want to ask Steven Vincent to come up and address a question –

Mr. Williams: You know, Mr. Mayor, I'm so sick and tired of ya'll texting back and forth, I'm so sick and tired of ya'll texting back and forth.

Mr. Mayor: Stand down, sir. Stand down.

Mr. Williams: I'll stand down but I'm so sick and tired of ya'll texting back and forth –

Mr. Mayor: Stand down. Stand down, out of order. Out of order.

Mr. Williams: I'm so sick and tired of ya'll texting back and forth to bring somebody up. He had his phone in his hand back there. I'm watching him. He's texting him to come up.

Mr. Mayor: Out of order.

Mr. Williams: I don't care.

Mr. Vincent: It was my wife who I was texting. Thank you.

Mr. Mayor: Out of order.

Mr. Williams: I don't care if you texted –

Mr. Vincent: I want to make two statements. Commissioner Williams, you've been in my office and I've shown you the stats.

Mr. Williams: When I was a first year and whatever, Butch Gallop brought me to your office so I'm so far away from that now. It's my fourth year.

Mr. Vincent: But to say you've never seen stats or statistics, I've actually shown you EOBs from Medicaid –

Mr. Williams: Never.

Mr. Mayor: Mr. Vincent, I just need you to answer the question what is the purpose of the inducement?

Mr. Vincent: The inducement is to increase our staffing. You may have seen what Aiken County EMS did yesterday. They are so short-staffed that they put out that they are switching to a 2472 schedule. That's going to be millions of dollars to be able to accommodate that to increase their staffing. We're looking at doing the same exact thing is to increase our staffing, buy more equipment, buy more vehicles to put more ambulances, put more quick response vehicles on the road so we can decrease the response times that you're up here discussing right now. That is what the inducement is for. The inducement is to increase staffing. It is not to give up the zone. It is not any type of gratuitous for past performance or anything like that. It is to increase our staffing, purchase equipment and overall improve the quality of service.

Mr. Mayor: Thank you, sir. The Chair recognizes legal counsel.

Mr. Brown: If Gold Cross is saying that or if the Commission is saying that the inducement is for a specific thing, it is yet to be stated by the Commission what the inducement is for. It's simply saying an inducement. In the prior meeting it was specifically stated by certain commissioners to induce them to give up the zone. That is my legal concern, however, if the inducement is for something other than that, staff needs an opportunity to place that in writing in the contract so that the Commission will have some way to do what the Commission says it wants to do and that's to have accountability. If the inducement is given without a specific promise or commitment from Gold Cross, the inducement will remain a gratuity. It has to be designated what the inducement is for.

Mr. Mayor: The Chair recognizes the Clerk of the Commission.

The Clerk: Sir?

Mr. Mayor: Oh, I'm sorry.

Mr. Williams: Mr. Mayor. Also, they took out the performance bond. The performance bond is for doing your job and being on time.

Mr. Mayor: Please stand down, sir. I'll come back to you. Just give me a second. Next in the queue is the commissioner from the 1st.

Mr. Johnson: Thank you, Mr. Mayor. Even with these terms on the screen, again, we're going back to the same conversation about these figures, these questions, these recommendations and so I think one good meeting, and this is the form of a substitute motion, that we allow staff to go back into negotiations with Gold Cross. Obviously, there are some mediums that Gold Cross would be willing to go with, there are some areas that we would be willing to go with. I believe that having us get to a point of having a real conversation with commissioners not meddling. We have a lot of conversations about too much commission meddling. We've had that conversation, Mr. Mayor. And so I think to get the Commission out of the way, if that's a such thing, but to get the Commission out of the way we need to go into negotiations, have our staff go back into negotiations with Gold Cross to bring us a contract that both sides will be ready to support and that's the form of a substitute motion.

Ms. Scott: Second.

Mr. Williams: Second.

Mr. Mayor: All right, so I have a substitute motion and a second. Before we move forward, there is a commissioner that has not been recognized and that's the commissioner from the 2nd. Commissioner Pulliam.

Ms. Pulliam: I can hold, thank you for recognizing me, Mayor Johnson. I can hold my question until I know whether or not this second motion passes because it, the substitute motion passes, because it's in reference to that.

Mr. Mayor: Madam Clerk, we have a substitute motion and a second.

Mr. Garrett: Mayor, I need to add these statements as recommended by the attorney to the original motion.

Mr. Mayor: Madam Clerk, I think the order is we need to do the substitute motion first before we can add that item to the original motion. Am I correct?

The Clerk: Okay, we're going to vote on the substitute first? And he wants to amend the original motion to include the attorney's comments regarding the position of inducement?

Mr. Garrett: Yes. I was wanting to state what the inducement was for. It's not a gratuity. It's for the purchase of vehicles, labor and training and equipment.

Mr. Mayor: Let's do the substitute motion first and then we'll go back and address this so we have a motion –

Mr. Frantom: I need clarity on the substitute. Is the substitute motion mean they're going to go meet right now and we're going to come back in 30 minutes?

Mr. Williams: No.

Mr. Johnson: That's unrealistic.

Mr. Frantom: Okay, all right. Because we're at the end.

Mr. Mayor: Commissioner from the 1st, I'm going to ask you a question. Can we put a time limit on your substitute motion as to when we could get back to this body?

Mr. Johnson: I want to defer that to the staff, Mr. Mayor, because I do believe they would know when they could meet. We have a meeting on the table with the School Board, we have a meeting on the table with a few others, so I want to make sure that they have ample time to go to the table with Gold Cross to have a conversation and bring something back to this body so I would defer that to staff how long it would take for negotiations to conclude. Here's the thing. This is another thing. Again, Mr. Mayor and to my colleagues, we're saying that we want to have a conversation, we're saying that we want to finish this, we want to get it done, we want to put an end to it. Let our staff do their job.

Mr. Williams: Exactly.

Mr. Mayor: Thank you, Commissioner. Madam Clerk, we have a motion and we have a second and we're ready to vote.

The Clerk: We're voting?

Mr. Williams: Substitute motion.

The Clerk: Substitute motion.

Mr. Mayor: Can you re-read the motion just to make for clarity, Madam Clerk?

The Clerk: Substitute motion is to allow staff to enter into negotiation with Gold Cross and bring back an acceptable agreement to the Commission from both parties.

Ms. McKnight, Mr. Mason, Mr. Frantom, Mr. Garrett and Mr. Guilfoyle vote No.
Motion ties 5-5.

Mr. Mayor: Madam Clerk, does that mean that I get the opportunity to vote?

The Clerk: Yes, sir.

Mr. Mayor: I vote No.

The Mayor votes No.
Motion fails 5-6.

Mr. Mayor: All right, so the substitute motion fails. Commissioner from the 8th, you mentioned on the idea of adding something to the original motion.

Mr. Garrett: Yes, and for the inducement we need to add that the inducement is for equipment, vehicles, and training as stated by Gold Cross.

Mr. Williams: Well, since he's talking, Mr. Mayor, I was told by –

Mr. Mayor: Give me a second, sir. Madam Clerk, have you had the opportunity, you good?

The Clerk: Yes, sir.

Mr. Mayor: The Chair recognizes the commissioner from the 5th.

Mr. Williams: Thank you, sir. One, I was told yesterday by, you know what, we met with two or three people yesterday and we were told yesterday that the inducement was for the zone. That's one. Two, he took out the performance bond that is in the Administrator's contract so the performance bond, that means that they can be late or whatever. They won't be taxed. Now the third thing is that you've got in here 120-day ramp up. Why do you need 120 days to ramp up when they've been doing this for years? They don't need 120 days to ramp up. That's three. And the four, the man asked for a meeting so we could talk this out. A lot of us don't even know what's in the Administrator's contract and a lot of us definitely don't know what's in the contract that they gave us the other day an hour or so before the meeting. So you really need to know what's in the contracts before you vote. That's all Mr. Johnson is saying. We need to know what's in the contract. Not something you jammed down our throats and that's what you're trying to do today. Thank you.

Mr. Mason: Call for the question, Mr. Mayor.

Mr. Williams: You can –

Mr. Mason: Call for the question, Mr. Mayor.

Mr. Williams: Call for the question. You've still got people in the queue, sir. You've still got people in the queues.

Mr. Mayor: I want to recognize the commissioner from the 2nd because she's been our quiet angel down there. I want to give her an opportunity to speak.

Mr. Williams: And you've got the commissioner from the 9th in the queue.

Mr. Mayor: Commissioner from the 2nd, you have to stand down. There's been a call for the question which means we're prepared to vote on the original motion.

Mr. Brown: Not quite, Mr. Mayor. Commissioner Mason called for the question. In that there is disagreement of that, the Commission, to call for the question means to, a request to end the discussion. The Commission has to vote whether to end the discussion. If six members vote

to end the discussion, the discussion is ended. If six members do not vote to end the discussion, the discussion may continue.

Mr. Mayor: Madam Clerk, we're ready to vote.

The Clerk: We're voting?

Mr. Brown: On the call for the question.

Mr. Williams: It'll be easier just to recognize the people, sir.

Mr. Mayor: Madam Clerk, let's vote for the call.

The Clerk: The Parliamentarian has issued a clarification so we're voting on the call for the question.

Ms. McKnight, Mr. Mason, Mr. Frantom, Mr. Garrett, Ms. Scott and Mr. Guilfoyle vote Yes.
Mr. Johnson, Mr. Williams, Mr. Lewis and Ms. Pulliam vote No.
Motion carries 6-4.

Mr. Mayor: All right, Madam Clerk, let's vote and I will remind the audience and my colleagues on the Commission that this is people's house and we're going to be respectful regardless of how the vote goes. Madam Clerk, can you read the motion please?

The Clerk: The motion is to approve the contract with Gold Cross EMS presented by the Administrator with the following: 8 ambulances 24 hours a day housed in Fire stations, one QRV 24 hours a day, two additional QRVs during peak hours, $1.95M inducement for equipment, vehicles and training immediately, $1.75 subsidy, 120-day grace period ramped up period and annual financial disclosures, no performance bond, Augusta may terminate contract if they are not awarded Richmond County zone, a three-year contract with a three-year renewal.

Mr. Mayor: We're ready to vote.

Mr. Johnson, Ms. Pulliam, Mr. Lewis and Ms. Scott vote No.
Mr. Williams abstains.
Motion fails 5-4-1.

Mr. Garrett: I'd like to call for a vote of reconsideration and let's try to make a firm decision up here today and not leave it this way. You abstained so that's not trying.

Ms. McKnight: I agree.

Mr. Mayor: Ladies and gentlemen, thank you for being here today. I know this isn't always pretty but it's our government at work and I really appreciate your time and have a great day and this meeting is adjourned.

[MEETING ADJOURED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on January 24, 2023.

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Clerk of Commission

CALLED MEETING

COMMISSION CHAMBER
January 31, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, January 31, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: I would like to go ahead and call this meeting to order. You ready, Attorney Brown?

Mr. Brown: Are we going to deal with going into executive session first or are we going to deal with number 3 first?

Mr. Mayor: Let's go to executive session first.

Mr. Brown: Okay.

Mr. Mayor: The Chair recognizes the commissioner from the 7th.

Mr. Frantom: Thank you, Mr. Mayor. This question is for the attorney. If there is questions you know obviously we're not going to talk about the contract. That's a month to month, but if there's questions about the RFP procedures and moving forward, can we discuss that during this agenda item when we come back?

Mr. Brown: No, sir. That would have to be, you would have to add a motion to the agenda to add, to have that discussion.

Mr. Frantom: And that would have to be under Administrative Services, is that correct, based on what it is probably?

Mr. Brown: I'm not sure which committees these fall under. The RFP –

The Clerk: Yes, Procurement, that will be Administrative Services.

Mr. Frantom: Yes, the only thing I'll say is I think everybody up here needs to understand what the RFP process is and how it works and when it comes back in a week and I don't think we even had that discussion. We just had the discussion of we wanted the zone, the RFP is created. I'm hoping that that committee will have a discussion because I think we need to educate the community on the process as well as educate ourselves on kind of what's coming back so I'll be asking for that. Hopefully we can have that discussion because I think it's needed.

Mr. Mayor: Thank you, Commissioner. All right, are we prepared to go to legal?

The Clerk: No, we need a motion.

1. **LEGAL MEETING**
   - **A. Pending and potential litigation**
   - **B. Real estate**
   - **C. Personnel**

Mr. Brown: Mayor Johnson, Commissioners, legal would request that we go into executive session for the discussion of pending and potential litigation, personnel and real estate as well as security.

Ms. McKnight: Motion to approve.

Mr. Mason: Second.

Mr. Mayor: I have a motion and second. Voting.

Motion carries 10-0.

Mr. Mayor: Thank you, Madam Clerk. We'll go into legal.

[EXECUTIVE SESSION]

Mr. Mayor: I think we're ready to call this meeting back to order. Mr. Attorney. Is there a request for the closed meeting affidavit?

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

Mr. Brown: Thank you, Mr. Mayor. Mayor and Commissioners, we would request a motion to execute the closed meeting affidavit.

Mr. Frantom: So move.

Mr. Mason: Second.

Mr. Johnson: Second.

Mr. Mayor: We're voting.

The Clerk: Are we voting, sir?

Mr. Mayor: Yes, ma'am.

Motion carries 10-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any more motions?

The Clerk: We need to address item number three, sir.

Mr. Brown: No, we need to do the motions for –

The Clerk: Yeah, you want me to ready it?

Mr. Brown: We request a motion to adopt the resolution authorizing the settlement of all claims by John Singleton and Michelle Singleton in the aggregate amount of $15,000 payable as follows: John Singleton, Michelle Singleton and Durham Gray Law Firm as their attorney, further authorizing the Administrator to disburse this amount waiving Augusta, Georgia Code of Ordinances, Sections in conflict for this instance only and for all other purposes.

Mr. Frantom: So moved.

Mr. Williams: Second.

Mr. Mayor: Madam Clerk, we have a motion and second. We're prepared to vote.

Motion carries 10-0.

Mr. Mayor: Thank you. Mr. Attorney, is there anything else before we proceed forward?

Mr. Brown: Yes, sir. There is two other motions. We request a motion to adopt a resolution authorizing the settlement of all claims by Sandrika Hillary in the aggregate amount of $55,000 payable to Sandrika Hillary and Kenneth S. Nugent as her attorney, further authorizing the Administrator to disburse the amount of $55,000 waiving Augusta, Georgia Code of Ordinances Sections in conflict for this instance only and for other purposes.

Mr. Frantom: So moved.

Ms. Scott: Second.

The Clerk: That's Mr. Frantom and Ms. Scott.

Mr. Mayor: All right, we have a motion and a second. Voting.

Motion carries 10-0.

Mr. Mayor: Thank you. Madam Clerk, I think we're ready to proceed.

The Clerk: No, he has, the attorney, sir. He has one more.

Mr. Brown: Mr. Mayor, finally we request a motion to adopt the resolution authorizing the settlement of all claims by Teresa Riddle in the aggregate amount of

$11,640.37 payable as follows: Teresa J. Riddle and Tucker Long PC as her attorney, further authorizing the Administrator to disburse the amount of $11,640.37 waiving Augusta, Georgia Code of Ordinances Sections in conflict for this instance only and for other purposes.

Ms. McKnight: Motion to approve.

Mr. Frantom: Second.

Mr. Mayor: There's a motion and a second. Madam Clerk, voting.

The Clerk: Yes, sir.

Motion carries 10-0.

Mr. Mayor: Attorney Brown, does that conclude your motions?

Mr. Brown: There are no further motions from the closed session, Your Honor.

Mr. Mayor: Thank you. Madam Clerk, we're ready to proceed with our special called meeting.

The Clerk: We have one item on the agenda.

3. **Motion to approve finalized month to month contract between Augusta, Georgia and Gold Cross for the provision of temporary EMS services.**

Mr. Mayor: Thank you, Madam Clerk. Looking at my colleagues, I don't see anyone in the queue. Commissioner Johnson from the 1st.

Mr. Johnson: Thank you, Mr. Mayor. Just want to see if we can get a quick presentation highlight of the contract so that we can understand exactly what's being proposed. Maybe from the Administrator or legal or whoever.

Ms. Douse: Does everyone have a copy of the proposed contract?

Mr. Johnson: Yes, ma'am, just received it.

Ms. Douse: As stated last week this document was prepared with the, no, you don't?

The Clerk: Oh, she has one. She was thinking Ms. Scott didn't.

Ms. Douse: Thank you, Mayor Johnson. As was stated last week this contract was prepared with the previous MOU used as a basis. This contract has been discussed with Gold Cross representatives and they are in agreement with the document as presented. Whereas Gold Cross is the current or at the time is the current 911 zone provider for Augusta Richmond County and the Department of Public Health has stated that Gold Cross has surrendered their zone effective

January 31, the Richmond County zone effective January 31 of 2023 at 11:59 p.m. The Department of Health has identified Gold Cross as a temporary provider which has allowed Augusta to utilize them in this fashion from a month-to-month perspective until the State of Georgia has identified a permanent zone provider and until that permanent zone provider has began operations. There are definitions detailed here and the term of this contract again will begin on February 1 at 12:01 a.m. and shall continue on a month-to-month basis. It will still provide eight ambulances as well as it also identifies where those vehicles will be staged throughout this contract. Compensation is outlined as $250,000 for the first month and $150,000 for each month thereafter payable on the first of each month. The current fees, patient charges are identified under Article 3 under Compensation Section 3.1 which is identical to what the Commission approved in November of 2021. There will be a 30-day period for termination of this contract and all notices concerning any changes will be forwarded to the Office of the Administrator as well as Gold Cross in the event of such. Are there any additional questions?

Mr. Mayor: The Chair recognizes the commissioner from the 4th.

Mr. Mason: Thank you, Mr. Mayor. First and foremost, I'd just like to thank our Procurement Director, Ms. Sams, and those that worked on it to include Gold Cross for coming up with a temporary solution to a permanent problem and **at this time I'd like to make a motion to have Gold Cross be our temporary provider for ambulance response and emergency medical services by the contract that has been presented before us.**

Mr. Guilfoyle: Second.

Ms. McKnight: Second.

Mr. Mayor: All right, we have a motion –

The Clerk: That's Mr. Mason and Mr. Guilfoyle. I think they were first.

Mr. Mayor: So, Madam Clerk, we have a motion and a second. We're prepared to vote.

Motion carries 10-0.

Mr. Mayor: Thank you, ma'am. Attorney Brown.

Mr. Brown: There's nothing further from legal, Mayor Johnson.

Mr. Mayor: Madam Clerk, I think that was the only item we had on our agenda for the special called meeting.

The Clerk: Yes, sir.

Mr. Mayor: Are we now prepared to move into our committee meetings?

The Clerk: All right.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on January 31, 2023.

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Clerk of Commission

CALLED MEETING

COMMISSION CHAMBER
January 25, 2023

Augusta Richmond County Commission convened at 1:00 p.m., Wednesday, January 25, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Garrett, Mason, Frantom, Williams, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

Mr. Mayor: -- means a lot and I apologize for the short notice for this meeting. Madam Clerk, with that being said I want to call this meeting to order please.

The Clerk: Yes, sir. The purpose of today's meeting is to discuss emergency management services in Richmond County.

Mr. Mayor: Thank you, Madam Clerk. Today is unfortunately that I didn't anticipate on being here regarding this matter that is so critically important to our community. Our ambulance service provider has submitted their surrender of the zone to the EMS VI Council effective January 31, 2023. They expressed verbally yesterday and also we received written notice from the Department of Public Health. With that being said as your Mayor and as this body as a Commission, we have to take a plan of action to ensure that our citizens are going to receive ambulance service beginning February 1 so that is the intent and that is the purpose of this meeting. So to bring you up to speed I reached out to the Commissioner for the Department of Public Health, Ms. Toomey, and could not get her but I did get her deputy, Dr. Rushton, who has expressed to me that he is aware that Gold Cross has surrendered the zone and they are in the process of planning some temporary emergency or ambulance service for the City of Augusta. They are actually compiling a list of providers probably as we speak. I then asked if there is any consideration for Gold Cross to consider extending their timeframe to 60 or 120 days and that the state could take a position to help the City of Augusta out being Georgia's second largest city and they informed me that it was not a requirement nor could they mandate Gold Cross to extend their tenure. We have some important decisions to make today about how we move forward. The meeting with the senior leadership team with Administrator Douse, General Counsel Wayne Brown, we have actively been engaged in conversations about putting a plan together so that we are prepared to meet the needs of the citizens of Augusta Richmond County. Part of those plans include some help from the state. As I mentioned earlier the state has pledged that on February 1 they will have some temporary service providers in Augusta to assist us. It's probably going to be service providers from different parts of the state. It could be one provider, it could be many providers. We don't know, however, as a city we've moved forward, we've engaged our Procurement Department to also compile a list of providers so that we prepare adequately as your leadership team here at the City of Augusta and with that being said, we're just going to have a discussion about how we can proceed to make sure that we have prepared and properly for what's coming on February 1. Another option is to ask Gold Cross for consideration to operate on a month-to-month basis if they so be willing so those are the items of discussion that are on the table, and I would gladly ask for any engagement from anyone on this body as to how we can proceed. First person in the queue I have Commissioner from the 1st, Commissioners Johnson.

Mr. Johnson: Thank you, Mr. Mayor. You made some great points and I agree with you wholeheartedly that this community is looking for a decision and we've got to make some choices today. With that being said I know yesterday we talked briefly about going back into negotiations with staff and Gold Cross so that we can figure this thing out in a transparent manner. I want to know is that something that can be agreed upon and maybe Vince or Steven or somebody can come up and answer that question. Would that be something that would be able to be agree upon to give us an opportunity to have our staff go back to the table with Gold Cross to figure out the details before I believe we said the 31st. And here's the thing. I don't that has to be this volatile especially being that we're willing to have a conversation about what's going on. I understand that in the past these conversations were not as nice as we're trying to make them out to be now so I get the sour taste, 100%. But I also know that since yesterday's meeting we have had such an outpour from the community whether that be positive or negative I think today's conversation should be how do we make sure that if Grandma falls, we're able to pick her up and so if your half commissioners on the record saying that we're willing to come to the table to discuss, not we but our staff, discuss a path forward I think that the cordial thing to do, cleaning the slate of past commissioners, past (inaudible), past fuss would be to let us go back to the table and have a conversation with transparency in our community in mind. And if that is not something that we can agree to would Gold Cross be willing to go on a month-to-month and so we can have a smooth transition. Again, I can speak for myself and myself only. I've mever said that I wanted Gold Cross out of this county. That's rhetoric that someone else created. How can we reach this middle ground today?

Mr. Mayor: Thank you, Commissioner Johnson.

Mr. Johnson: Thank you, sir.

Mr. Mayor: Mr. Vincent, please state your name and address.

Mr. Vincent: Steven Vincent. 535 Telfair Street it feels like, but 4328 Wheeler Road, Martinez, Georgia. The issue at hand right now, Commissioner Johnson, is we have surrendered the zone. The process of opening the zone is in place as we speak. It will only be open for 10 days while they take proposals. There is no way this can be a lengthy process. You have to have a zone proposal in probably within two weeks to the state. If not, then there would be whoever applies for it will get it. Augusta will not be able to apply for it without assistance from a provider because you do not have the resources to do the zone presently. So the issue that you're facing is if we say, okay, we're going to come back to the table then go through committee, then go through Commission, that's simply not possible with the current timeline that is required by law for zoning. Zoning can only be open for ten days and it closes. And it's my understanding it will be open probably tomorrow or within a couple of days because we've surrendered the zone.

Mr. Mayor: Thank you, Mr. Vincent. I see commissioner from the 7th, Commissioner Frantom.

Mr. Frantom: Thank you, Mr. Mayor. Based on, Mayor, what you said about a list of providers and from the state level, number one, do we know the streamline of how if someone dials 911 on February 1 how that's going to go through the system through these providers? Like

how does that even work and number two, is there something that this city is going to have to pay these providers or is that going to have to be paid from the state based on the services they're brining to our community? Do we know who is going to foot the bill on how that's going to work?

Mr. Mayor: Commissioner, I can answer one question on who is going to foot the bill and that will be, if there is a subsidy, will be the City of Augusta. As to how the system will work if someone calls 911, I would ask that if we can get Chief Burden if you don't mind to come up and address that question, please?

Mr. Frantom: Can I follow up on what you just said real fast?

Mr. Mayor: Yes, sir.

Mr. Frantom: You said the City of Augusta will foot the bill. Is that going to be a state mandated amount that whatever they say is what we'll pay kind of thing?

Mr. Mayor: It's not a state mandated amount. It's an amount that's set forth by the provider.

Mr. Frantom: Gotcha. We don't really have a say. Okay. Chief Burden, if you can kind of speak on how that's going to work come February 1 because obviously, we all have concerns of what it's going to look like.

Mr. Mayor: And, Chief Burden, I may need Daniel Dunlap up.

Chief Burden: Good afternoon. Really at the crux of that your question really entails radio traffic and dispatch to that emergency. And so one, in working in collaboration with E911 to ensure that that traffic gets dispatched to those units that may be operating in our zone and so currently the department is assessing our resources to be able to support that effort.

Mr. Frantom: When the state mandates whoever this provider is will they be required to be stationed in Richmond County or will they just come from wherever they're coming from based on a call?

Chief Burden: That is a great question. I think logistically to be able to answer a call they would need to be in the zone. To be able to respond, depending upon which agency is in the area, my thought is that they would need to be in the zone to be able to respond to calls.

Mr. Frantom: If this happens on February 1, will the City of Augusta have any say in this or is the state basically saying this is the way it is, this is how it's going to be?

Chief Burden: The state provides a list of temporary service providers. The City of Augusta gets the opportunity to choose. It could be one provider or it could be several providers depending upon the availability of how many ambulances are available across the state.

Mr. Frantom: But as far as like what we require is basically what we'll pay for kind of thing, is that correct?

Chief Burden: Again, it all depends on the provider. There could be some providers that say we don't need a subsidy and there are others that say we require a subsidy so it depends on the provider.

Mr. Frantom: Thank you.

Mr. Mayor: Mr. Dunlap.

Mr. Dunlap: Thank you, Mayor. There is one other element that comes in and that's the initial 911 call. Our staff, currently we answer the call and transfer it over to the EMS provider. We will have to take that information and go through the emergency medical dispatch protocol system which all of our staff are currently emergency medical dispatch certified and we do have the equipment in order to ask the questions so that's the other element on top of the radio traffic.

Mr. Mayor: Thank you, Mr. Dunlap.

Mr. Dunlap: Sure.

Mr. Mayor: The Chair now recognizes commissioner from the 4th, Commissioner Mason.

Mr. Mason: Thank you, Mr. Mayor, I appreciate that. I don't have any questions for you all. I appreciate the information I've heard so far. We're in a very serious situation here. My soldiers, sailors, airmen and marines, civilians, dependents out at Ft. Gordon are extremely concerned. My VA veterans are extremely concerned, the entire community is concerned. In a couple of weeks we're going to have thousands of bicyclists here. It's our job to make sure that the city is covered from an emergency and a safety standpoint. In two or three months the world is going to be here. It's our job to ensure not only those that live here but those that come to work and play safety and security is covered. And so while we sit here contemplating on whether or not we want to do a month-to-month or whether we get a list of providers, from a contracting standpoint you have no idea what that provider will charge you, especially, now, consider this. They know the situation we're in. They're listening, they've heard it. If you think they're going to come here and charge you something less or not charge you at all, I've got some land to sell you in New Mexico and I don't have no land. That's just not going to happen. So we're operating, we're about to operate from a standpoint of weakness from a contractual standpoint when in fact we ought to be operating from a standpoint of strength. We've boxes ourselves in now. If we have no service, we're at the mercy of those who can provide us that service. You don't need any type of degree to figure that out. And so that puts us on the short end there. Now we get multiple providers, let's say that, and they have different amounts. We don't know what their response times are. How many ambulances are we going to get? Is it going to be enough to cover our city? These are all questions that are just tossed out there that at this point we do not know. But what we do know is we have an opportunity to tighten our ship here in Augusta Richmond County and assure that our citizens are covered and that we have the right scope of work for this company and then hold them accountable with the appropriate fees and fines that we have in there. Everyone on this Commission has complained about response times, number of ambulances and these types of things and that's why we want to bring that contract forward that addresses all those things that

we all know that there is some issue with to some level or some standard. We're the second largest, some say the third in the state of Georgia, and I don't recall and I don't know if EMS Council recalls for a city this size ever even happening before. I don't know if this is a precedent or where we stand, but we have an opportunity to drive the train and not be a passenger on it, Mr. Mayor, and I hope that we'll drive that train today and not just get on and ride. Thank you.

Mr. Mayor: Thank you, Commissioner Mason. The Chair recognizes the commissioner from the 1st.

Mr. Johnson: Thank you, Mr. Mayor. I'm glad that Commissioner Mason mentioned the contract because I do believe that that's still the elephant in the room. I just have a simple question. Being that Gold Cross surrendered the zone and the contract that the Administrator recommended was written with Gold Cross as the provider, would we then have to have another contract drafted with them not as the provider or as the zone provider? And maybe that's a question for the attorney, maybe that's a question, I don't know who that's for but they surrendered the zone so where does that leave us with the Administrator's contract?

Mr. Mayor: Attorney Brown, I'm going to ask you to chime in.

Mr. Brown: If it is the will of the body to enter a contract with Gold Cross, it would not be the proposed contract as written given the length of time and the greater and more important factor is that Gold Cross is no longer the zone provider and I don't have an idea of what you envision or when a contract will become effective as Gold Cross is not the zone provider. It's my understanding that Gold Cross cannot say today, "Oh, I reverse myself. We will be the zone provider." My understanding is that that is a done deal as I believe Mr. Vincent stated in so many words in terms of their posture. So the contract that staff presented and proposed was for a condition that no longer exists so the contract would have to be renegotiated along the terms that we would hope that the Commission would outline to give the staff some direction if that is the desire of the Commission.

Mr. Johnson: Follow up, Mr. Mayor.

Mr. Mayor: Please.

Mr. Johnson: And that speaks back to my substitute motion yesterday that went five/five and was broken in the no. That goes back to my original comment just now. Gold Cross didn't have to give the zone back because negotiations were being offered and we're sitting here now saying okay, we need to get a contract which I agree we have to go to the table anyway because the contract that was drafted originally was them having the zone. So how can we move forward with Gold Cross as we should without going back to the table? This is not Disneyland. This is a government. We have to go back to the table. We go back to the table, we flesh out the contracts, Grandma gets picked up. What are we afraid of?

Mr. Mayor: Unfortunately, Commissioner Johnson, Gold Cross has executed the aught clause and surrendered the zone.

Mr. Johnson: So with that, just another follow up question. I'm done, I'm not going back in the queue after that. I can't promise that. With that being said, are we even able to offer them a contract at all?

Mr. Mayor: Attorney Brown, but with my opinion that with six votes –

Mr. Johnson: No, sir. No, sir.

Mr. Mayor: Attorney Brown.

Mr. Johnson: No, sir. If we just got done saying and I'm just going to follow up and take my time that's allotted through the rules and procedures, we just got done saying that Gold Cross relinquished the zone and that the current contract or the contract that the Administrator recommended and the contract that was tweaked was written with Gold Cross as the zone provider, how can we offer them a contract or offer them any contract right now without rewriting a contract that does not have them as the zone provider? We can't give them a contract with them as the zone provider if they're not the zone provider and that's the only question I would like to get clarity on. I'm not trying to oppose this. I need clarity on it.

Mr. Mayor: Attorney Brown.

Mr. Brown: It is my understanding, Commissioner Johnson and the Commission, that right now the zone is in the hands of the state. They are in serious preparation and activity to provide the temporary EMS services as outlined by their rules and that they will open the zone for bids and the process of that bid will lead to the next zone provider.

Mr. Johnson: So if we have six votes to pass the contract that the Administrator proposed to us, would we be in order to do that?

Mr. Brown: The contract that was before the Commission with Gold Cross being the zone provider, that contract itself states that if Gold Cross is not the zone provider, that contract is terminated. Gold Cross is already in the status of not being the zone provider. The contract is no longer applicable.

Mr. Johnson: So we could do business with Gold Cross but we would need to draft another contract? Am I understanding that correctly?

Mr. Brown: At some point this body may be able to do business with Gold Cross. I'm not sure what business you would do in terms of status or when and for how long. It is not clear at this point I do believe Augusta has control of the zone. EMS service is provided by the Department of Health. Local jurisdictions do not have the right to design and put in place without permission EMS service in any jurisdiction.

Mr. Johnson: Thank you, Mr. Mayor. I yield back.

Mr. Mayor: Thank you. Mr. Vincent, are you still in control of the zone today?

Mr. Vincent: No. The zone has been surrendered. The zone will be open for ten days. That's not a process you can delay. That is state law. I believe each of you got the zoning plan, the list of how it goes. A new provider by state law has to be named by February 15. Without a contract Augusta cannot apply for the zone. You do not have the resources or the ability to apply. If you want control of the zone, if Augusta wants control of the Augusta zone, you have to apply for it in the next ten days when it's opened. It is only open for ten days. If you do not have a contract in place, someone else from outside of Augusta is going to come in and they will have your zone.

Mr. Mayor: Thank you, sir. And just for clarity and just for informational purposes, I do want to share with my colleagues that this is a serious matter that's being discussed at the state level. They are hoping that we are able to reach some decision and come to some terms so they don't have to take action so with that said, I want to recognize the commissioner from the 10th, Mr. Guilfoyle.

Mr. Guilfoyle: Thank you, Mr. Mayor. This is for the attorney if I could speak with him, Mr. Mayor.

Mr. Brown: Yes, sir.

Mr. Guilfoyle: Attorney Brown, as far as the wording in the contract where it shows that Gold Cross is the zone provider, why can't we just scratch that. We had documents come before us the same day as our meeting, no different than last week when the COVID policy, it was sent to us at 10:11 o'clock that morning that showed the red line version and that would make the contract whole again. Would that be correct?

Mr. Brown: I do not think so, sir.

Mr. Guilfoyle: Why not?

Mr. Brown: But what you asked was can Gold Cross be renamed not the provider but an entity that we contract with. The answer to that part would be yes. We can contract with Gold Cross for certain services, but we have to have the capacity to contract with them regarding EMS services. The zone as Mr. Vincent stated is in the hands of the state.

Mr. Guilfoyle: That's fine but what I'm saying is delete the zone provider out of the contract that way it makes that contract whole at that moment to where it just shows Gold Cross doing business with Augusta Richmond County.

Mr. Brown: Are you referring to the business as running ambulances here?

Mr. Guilfoyle: Excuse me?

Mr. Brown: Are you referring to them running EMS service here?

Mr. Guilfoyle: Providing service for Augusta Richmond County, yes, sir.

Mr. Brown: Augusta cannot run EMS services until it gets permission from the state.

Mr. Guilfoyle: Can I get some clarity on that because I believe that Gold Cross did not have the zone prior and we were doing business with Gold Cross before Gold Cross did a co-zone and then they obtained the zone.

Mr. Brown: We would have to have the capacity direct or indirectly as being a provider.

Mr. Guilfoyle: I understand. We're going to hear it from Mr. Vincent. My problem is is that the staff has been aware of what we we've been trying to get accomplished since January 3 moving forward and no extra work has been put into this until the day of the meeting and if it has not, why are we still discussing what this contract, breach of contract I believe what the 911 Director had said two weeks ago and then last week it's still a breach of contract and here we are today and it's still not correct. It doesn't fall, none of us on this Commission are attorneys. We have to rely on you to give us the correct wording, look out for Augusta Richmond County but not the day of.

Mr. Johnson: Point of order, Mr. Mayor.

Mr. Guilfoyle: It would be nice if we come prepared but as far as –

Mr. Johnson: Point of order, Mr. Mayor. We have a commissioner attempting to ask a question but also intimidate staff in the process –

Mr. Guilfoyle: No, sir. I wasn't intimidating –

Mr. Johnson: That's what it sounds like to me, Mr. Guilfoyle. I think Mr. Brown knows his role as the attorney.

Mr. Guilfoyle: Can we ask Mr. Vincent with Gold Cross if they had a contract with Augusta without showing zone?

Mr. Mayor: Mr. Vincent.

Mr. Vincent: I think what you're asking right now and the state has been in contact with us today as well, they've expressed the same desire to the Mayor, they expressed to us. Their hope is that there can be an agreement in place. The zone is going to be opened regardless, as the attorney said. We can't just say, never mind, we want the zone back. The hope would be if there could be an agreement today that Augusta would apply for the zone because you only have ten days and I want to make sure that's very clear. If you do not apply for the zone with a contracted provider since you do not have the resources to do it yourself, then another provider that could be from California, it could be from overseas, I mean San Diego has an overseas provider, it could be anyone and they could come down here as long as they have the resources to prove that they can do it, they will get the zone. The hope would be I think for everyone is if there could be an

agreement but then Augusta would apply for the zone in the next ten days showing a contract with Gold Cross that Augusta's in complete control of what happens in that zone because they would be the zone provider with a contract with Gold Cross and that would be in the control of Augusta. If there is no agreement in place today or whenever, it's going to open. That is state law. You cannot stop the motion. The wheels are in motion. The zone is going to be open and by state law, it can be open for only ten days. The new provider must be named by February 15 so if you believe that there's time to go back to the table and go back through committee, go through Commission, and I mean no disrespect, but there is no time to do all that because you're going to have to have a proposal in within ten days or you lose your opportunity to control the zone and I know for the last ten years, it's been an issue with Augusta trying to get the zone back and you know now is the one opportunity, probably the best opportunity you'll ever have and if not, you're going to be looking at another provider come in and I can tell you you know from experience around the state, that's not always a good thing especially when it's not something local. Every single one of you on the Commission have my cell phone number, can call me anytime, you're not going to do that with a big national company coming in and taking over the zone, I can tell you that.

Mr. Mayor: Thank you, Mr. Vincent.

Mr. Guilfoyle: Can I follow up on a question with Mr. Vincent?

Mr. Mayor: Wait just one second. Legal counsel.

Mr. Brown: Yes. The answer that I gave you, Commissioner Guilfoyle, stands. What Mr. Vincent said is correct which does not contradict anything that I said. You asked Gold Cross cannot be contracted with at this time to provide ambulance services by Augusta because Augusta does not, is not the zone provider, does not own the zone. The actions taken yesterday of surrendering the zone cannot be walked back. This process will play out. Now as Mr. Vincent also said Augusta could apply. However, and I would certainly ask the Commission to get the highest authority it has on its procurement, which would be the Procurement Director, but Augusta cannot unilaterally at this point since Gold Cross is no longer the zone provider, now unilaterally without competition select Gold Cross as their partner or subcontractor for them to apply for the zone. It has to be some form of procurement that will pass muster under the law to select anyone to apply with us for the zone.

Mr. Guilfoyle: Follow up question since he directed, so question, Mr. Brown, if the state's asking us to do a month-to-month contract, well, not a contract, agreement with Gold Cross, how can we do that then?

Mr. Brown: I trust that the Mayor at this point I think it would be appropriate, the Mayor, myself and Ms. Douse did speak with the state yesterday. We wanted a path forward to have something to bring to this Commission. The state did not request that we do a month-to-month with Gold Cross. The state told us that it was, that the zone had been surrendered. We asked about can that be pulled back. They clearly said no. They said they would immediately begin to put in per the regulations a temporary service and they will open the zone up.

Mr. Guilfoyle: All right, since you had the discussion with this temporary service for, it's a mosaic of different companies coming in to provide the necessary coverage. As far as the charge, that should have been a good question to ask, the second thing, how much do they charge our citizens and the response times. What's going to hold them accountable when it's going to be two to three different companies to provide nine, ten ambulances? Was that question asked?

Mr. Mayor: I just need to clarify, Attorney Brown, for clarification, Deputy Commissioner Rushton did say that it was feasible for us to do a month-to-month contract with Gold Cross should we be able to come to terms?

Mr. Brown: To do what?

Mr. Mayor: To contract for emergency ambulance services.

Mr. Brown: If we are the zone provider.

Mr. Mayor: If we're not the zone provider. They mentioned to me this morning that we could contract on a month-to-month basis with Gold Cross.

Mr. Brown: Yes. That was not said on the call, that was not said on the call that Ms. Douse and I was on. I'm not sure what call you had.

Mr. Mayor: It was two calls. The first call was this morning with Kelly Joiner who is the Deputy Director of the EMS Council and then also Deputy Commissioner Rushton also said that the City of Augusta has the ability to contract with Gold Cross on a month-to-month basis. The Chair would like to recognize –

Ms. Douse: In light of that new information, does that mean that the state will hold off on opening the zone from month-to-month? Could you clarify what that would mean if a month-to-month contract is established?

Mr. Mayor: They would not hold off on opening the zone but they would hold off on the ability of finding temporary service providers for Augusta if we're able to establish a month-to-month contract with Gold Cross. Until we're able to perhaps determine the new zone provider and then perhaps contract with someone else. We're going to keep going in the queue. Commissioner from the 10th.

Mr. Guilfoyle: I never got my questions answered as far as these mosaic of different companies coming in to provide the necessary coverage for our citizens. How do we have any kind of control, response times, how much control will we have, what they would charge our citizens, because I've been getting phone calls from hospitals, the firemen, the Sheriff's Department employees and deputies. They are all concerned as well as top of the list is our citizens. My phone has yet to stop and that's going to be a major concern. We made this bed, we're going to have to lay in it and we're going to have to figure out what sheet we're going to put on it.

Mr. Brown: I believe Mr. Vincent has answered the timeframe of that temporary service. According to Mr. Vincent's advice to the Commission that this matter will have a zone provider, was that by February 15, is he still here? By February 15 and Gold Cross will be serving through January 1 so that time period you're speaking of is only 15 days.

Mr. Vincent: That's not quite accurate. The new zone provider must be named by the 15h. That not necessarily states they have to start by the 15th. The end hope of I think everyone would be to come to the agreement but like I said the problem you still face is and I hear what you're saying about a competitive contract, if you do not have a contract though you can't apply for the zone because you don't have the resources. Whoever the zone provider is has to prove that they can do it just like when Augusta applied for the zone ten years ago, they applied with the contract with Gold Cross. Not that Augusta had eight ambulances or 12 ambulances, they applied that they would be doing the back end, but Gold Cross would be doing all the actual work. I think that's what I'm trying to make sure that's understood here. You only have ten days. Regardless of what we do, if we were to do a month-to-month and we stayed on and the new provider gets named on February 15 and they say they can start June 30 or March 1 or whatever, the hope would be is if we did a month-to-month we would stay that long but there is a lot of unknown of who your zone provider would be, what kind of control. You'd have no control unless they came to you and said okey, we want to do a contract, we're the zone provider, I mean that's kind of where you're at.

Mr. Mayor: Thank you, Mr. Vincent. The Chair recognizes the commissioner from the second, Ms. Pulliam.

Ms. Pulliam: Thank you, Mr. Mayor. I have a few questions. My first question would be directed to Steven as well as the Mayor. I don't know if I'm able to do two part but you said to come to terms, we needed to come to terms and you brought up the contract and us having a contract in place. With that contract because we have to have it in place, would we be discussing the things, the differences between the two contracts because we already have to have if we're going to apply for the zone, we have to have a contract in place. So at that point are we able to bring back into discussion the things that we differentiated on yesterday?

Mr. Vincent: I think you have to have an executed contract in place to apply for the zone. Obviously they can give the zone to whoever but the state, if they say okay, we're going to contract with Gold Cross but we don't have a contract in place, I'm not sure if that's going to pass the smell test when if you have another provider that comes in and says they'll do this and the problem with the way the zoning process works is you don't necessarily have to prove it so I know in Atlanta a provider came in and said that they could do response times in nine minutes and their average ended up being higher than the current provider in the 20-minute range and that was years ago before COVID. You can have a provider come in and say all the right things and say that we're going to do this, we're going to do that, we're going to do this and then they get the zone and then they don't do it and then you could be looking at another year or two process of trying to remove them as the zone provider. It's a very, very, very lengthy process.

Ms. Pulliam: Absolutely. But we would still have to have a contract in place which means there would have to be some form of negotiation whether it's with you or if Ms. Sams had people

in place that were available, other EMS services, we would still need that contract in place to go before the state with our application.

Mr. Vincent: That is always the way zoning has worked is you have to show you have the resources or the contracted resources to do it. You would not be able to prove you could control the zone, take care of the zone, unless you had a contract proving that.

Ms. Pulliam: Okay. With that being said, as far as being able to negotiate if we as a body are open to negotiating, is that on the table? Going back to the subsequent motion that was put out on yesterday and I was not able to answer my question. Unfortunately, my question was cut off but my concerns were the response times, the differences and I had a few questions for you. Am I able to ask you a couple of the questions I had for you now?

Mr. Vincent: Sure.

Ms. Pulliam: Awesome. As a company do you have a procedure as it pertains to response times? So is it equal in every area that you service?

Mr. Vincent: Yes. We do everything emergency medical dispatch protocols, the same way the 911 Center does. It's coded as a priority one, priority two, priority three in our system meaning life and death, emergent, non-emergent. Each contract we have has different response times. Some you have for urban versus rural areas. Your priority three calls, those you get longer response times on. Sometimes you even have to divert a call. If we're getting a call and I'm not meaning this to be funny but recently we had a call to a nail salon because somebody cut their cuticle and you know if we get a cardiac arrest come in, instead of going to the cuticle cut, we're going to divert that ambulance to the cardiac arrest. We always send our closest available ambulance to the most emergent response. And that's how we treat that. As far as the response times I know that we had discussed a few things and I think you had some concern about reporting as well and that was something that was in the contract as well is there is required reporting daily and we hope to link the systems if there was a contract in place with a middleware software to where the 911 Center, the Fire Department and Gold Cross's systems all talked but in the interim the contract has required reporting that is daily. And we had offered to do it the same way we do in Columbia County. Columbia County gets our response times every single day. We don't send it to them. It comes directly from our CAD to their system. They put it in their GIS Department. They have an online tool that they can pull up and look where all the calls were, the response times were, any calls that were mutuated out of the county, mutuated in to the county and that's been offered in this contract as well. It's in the contract.

Ms. Pulliam: So as far as having a unit in route within five minutes of the call, is that something that is available to Augusta Richmond County and I'm just asking questions that I had on yesterday.

Mr. Vincent: The goal is to dispatch an ambulance immediately. If there is a unit available, we don't hold a call. Obviously if there's a unit available, they're being dispatched immediately. If for whatever reason they're not available, you know if they're on another call, if they're at the hospital, you know, then we are calling them trying to get them released, you know, whether it's

from the hospital or from another call. There's never any instance where we just hold calls when there's units available. And we also have supervisors, the quick response vehicles, quick response vehicles, the importance of the quick response vehicles is they have all the same tools, they have cardiac monitors, they have Lucas chest compression devices that do CPR, they have the narcotics, the lifesaving drugs. The only thing the quick response vehicles do not have is a stretcher in the back to transport a patient but they can get on scene and stabilize a patient very quickly and efficiently and that's where you can have your, if your ambulance is tied up, you can send one of those units as well.

Ms. Pulliam: Would clarity going back to negotiating because I'm talking as if it's either going to be you that if Augusta Richmond County submits an application either Gold Cross or someone else but in that negotiation process would verbiage be able to be added, if I'm able to ask this question, if I'm not someone stop me, but would verbiage be able to be added where there is more specifications as far as response time is concerned as well as the portion that spoke about the QRVs being dispatched first and determining whether or not it was an emergency and then if it is an emergency, that's when the actual time starts at that point. Well, it didn't give specifics as to how long it takes the QRV to get to point B so if that takes 40 minutes to an hour and then after that 40-minutes to an hour you get there and determine oh, this is life threatening, they're about to die, then time starts all over again. So that part in the contract right there, that kind of, I had a problem with that if I'm just being 100% transparent.

Mr. Vincent: Well, the QRVs would never be dispatched to go instead of an ambulance if an ambulance is available, if that makes sense. If somebody calls for a chest pain, we're not going to say, okay, let's send the QRV and if they get there and they need an ambulance, they'll send an ambulance. That's not how the QRV works. The QRV is to provide advanced level back up support basically. If you have a unit that needs some assistance, they are there to back them up. They're also, a quick response vehicle, there to get there quickly much like a first responder and they can navigate the highways quicker. They're not a big ambulance. But also if no ambulances are available at the time, we would send them. At no time are we dispatching a quick response vehicle if an ambulance is available. As far as the times, we do it the same way with, you know as Columbia County looks at it, for our time when they look at times and response times and how long it takes is when that first call comes in, the dispatch, you know it's called the PSAP time, that's when it hits the 911 Center to the time that quick response vehicle gets on the scene is one time and then if it's an ambulance, they still use that PSAP time to when the ambulance gets there so it's not like the time starts over. And then our system would do that same thing for Richmond County. I mean it's built in in the required reportings.

Ms. Pulliam: But having that actual verbiage is where I'm at because in looking at Columbia County's contract it literally says a unit must be in route within five minutes of the start of the call and that verbiage is not in ours and so my main concern is response time, accountability and data. It was not necessarily the dollar amount for me because if you can look at counties across the United States and we can have a comparison of counties and cities that look like Augusta Richmond County and they are paying a certain amount and we say this is standard or you may not be able to use the word standard but you're saying that this is typically what it costs across the U.S. for counties that look like ours, but the contract has a certain amount of accountability so it's things that were not 100% clear and then that response time was an issue, the data being reported

was an issue and the last thing that I had was the up front $2 million, that money not being able to be sourced. We didn't have exactly where it was coming from so that's one thing but in addition to not having where it was coming from, we also didn't have a line-by-line breakdown for the ask. How much are the QRVs? What are in fact the capital expenses? What are the operational expenses? And the times that I've been tuned in to the Commission meetings which has been over two years consistently when I decided I wanted to run for this office, every other entity that comes to the Commission has to provide those line-by-line items for their ask. Now they may not have been requested of you, but that was going to be my question on yesterday. Where are those line-by-line items? If our Fire Department comes before us and says they need to order trucks or they need trucks, they are asked and please correct me if I'm wrong or stop me if I'm wrong, but they are asked to present to us how much these vehicles cost. For buses for Transit, how much do these vehicles cost? As we are doing our budget during budget session, we are asked to look at and review a line-by-line item for departments whether it be for employees, etc. and that was not given. It was just $2 million and although we changed it at the end, the actual ask of us is said inducement and that was recommended to us from attorney that that inducement looked as though we were taking a gratuity and I did not want to be caught up in some type of legal scandal that could have fallen on Augusta Richmond County. So although the verbiage was cleaned up, that is not how it was presented in the beginning. I am not against Gold Cross and I may have expired my time but I didn't get to talk yesterday. I am totally not against. Those are just questions I have, and I would to be able to negotiate if it's not with Gold Cross with someone else. Thank you, Mr. Vincent, for answering my questions.

Mr. Mayor: Thank you, Commissioner Pulliam. Just for clarification in looking back at my notes, the City of Augusta can apply for ownership of the zone in that we have an ambulance license with four ambulances in service, well, four ambulances with only two in service so I was informed that if the City of Augusta so chose, so decided to want to be the zone provider we could apply. Next in the queue is the commissioner from the 8th, Commissioner Brandon Garrett.

Mr. Garrett: Thank you, Mayor. I actually have a series of questions for the attorney but first I wanted to try to help my colleague from the 2nd. In regards to some of your questions in regards to where things are in the contract, the daily reporting section is 2.13.1A and that lays out the guidelines for what the daily reporting would look like and then in Section 3.6 it lays out what the fine structure would be for the response time infractions, which is also laid out somewhere in that section as well so just for clarification, there is some parts in the contract that have response times as well as mechanisms for fines. And for the attorney I have three questions for you. So yesterday I had a conversation around the contract and when the motion was put on the floor, did the contract that we put on the table not have stipulations in there for the zone surrender?

Mr. Brown: Which contract are you referring to?

Mr. Garrett: It was the motion that was on the floor yesterday and it had stipulations with each one and one of those stipulations was Augusta getting the zone from Gold Cross.

Mr. Williams: Mr. Mayor.

Mr. Mayor: Hold on. Wait a second.

Mr. Williams: I've got a point of order. Don't look at me like that. I'm asking the Mayor. Mr. Mayor, what is the purpose of this meeting? We've gone –

Mr. Mayor: Commissioner Williams, Commissioner Williams –

Mr. Williams: We've gone left and we've gone right –

Mr. Mayor: Commissioner Williams, please allow the attorney to finish his point.

Mr. Williams: What is the purpose of this meeting?

Mr. Mayor: Please allow, and I will give you that answer in just a second. Attorney Brown.

Mr. Williams: We've gone left and right. What's the purpose of the meeting?

Mr. Mayor: Commissioner Williams, you're out of order, sir. Give the attorney the opportunity to answer the question before we proceed on.

Mr. Williams: I'm asking you to keep us focused. We're way out of order. We are out of order.

Mr. Mayor: Attorney Brown.

Mr. Brown: Commissioner Garrett, if I understand you, this is your motion so I'm sure you know what's in it so I'm trying to figure out what is your real question.

Mr. Garrett: Well, the real question was that there was a clause in there that if Augusta was not able to secure the zone, then the contract would be basically void.

Mr. Brown: It says Augusta may terminate the contract but the motion had a condition that says Augusta may terminate the contract if they are not awarded Richmond County zone.

Mr. Garrett: Thank you, sir. And my next question is can we apply for the zone because that was something that you've brought up numerous times, can we apply for the zone if we do not have a contract with a provider?

Mr. Brown: Yes, you can always apply for the zone. What Mr. Vincent stated which is really not correct, you can apply for the zone in whatever condition you have. What he is really saying is that you are not likely to be successful if you cannot demonstrate that you have adequate ambulance services. However –

Mr. Garrett: So which part of that is incorrect?

Mr. Brown: What part of that is incorrect? Is that you cannot apply for the zone if you don't have a ambulance service. You can apply for the zone. We were on line last night. Not just

today when the Mayor talked, we were on line last night. DPH affirmed that Augusta is eligible to apply for the zone as it is. However, of course if you had two ambulance service you'd be even better. Having one is good. However, the problem with this, the problem with your clause is that Augusta may terminate the contract if it is not Richmond County does not get awarded the zone. We, what is being proposed indirectly by this motion is is that we now are going to unilaterally contract with Gold Cross as if they continue to be a sole source. The only reason we could contract with Gold Cross on the proposed contract was that Gold Cross was the zone provider. That made them a sole source. It was not illegal for us to negotiate and seek to contract with Gold Cross at that time.

Mr. Garrett: Thank you, sir.

Mr. Brown: They relinquished the zone, therefore, they are not the sole source. Your motion still is structured as if they are the sole source.

Mr. Garrett: I haven't put a motion on the floor today, sir. I was just referencing what was discussed yesterday and there is some confusion around that. I'm just trying to clarify. So recently we had to do some emergency RFPs over in the Fire Department for fire trucks and we sole sourced that through one vendor, is that correct?

Mr. Brown: I do not have any idea about that.

Mr. Garrett: Okay, well, we did. And so is it not plausible that we could do an emergency RFP for this emergency? I mean we're technically in an emergency situation here because we don't have a provider so could we not do an emergency RFP during this time?

Mr. Brown: I believe that should be directed toward the Procurement Director but it would be my estimation that we could do an emergency procurement, but the emergency procurement would have to follow our emergency procedures. What you're really, your motions and your questions really are still suggesting to treat Gold Cross as if they are sole source and they are not.

Mr. Garrett: Knowing this area, what other ambulance services could apply?

Mr. Johnson: Southstar.

Mr. Brown: If you would like to know the availability of the ambulance services, the most information, the most accurate information that would be stored in Procurement.

Mr. Mayor: And as I mentioned earlier, Procurement is in the process of compiling a list of available providers. Thank you, commissioner from the 8th. Commissioner from the 4th, Commissioner Mason.

Mr. Mason: Thank you, Mr. Mayor. Let me make just a couple of quick clarifications. When we talk about the quick response vehicles, it's important to note that from a standpoint of quick response, it doesn't mean first response. So that's a whole other ballgame when you bring a different echelon of people in to assist. So we want to make sure that, just make sure that we're

all clear as far as quick response and first response. Also when you're using this terminology from a contractual standpoint of sole source, in this case that's not exactly correct. What it would be more so would be a preferred vendor because number one, we know that there's other sources out there and we can bring up the Procurement Director and correct me if I'm wrong, but it would certainly be a preferred vendor, not a sole source, because more people can do this business than Gold Cross. They were preferred because the zone was given to them by the EMS Council so they became a preferred vendor and so I want to make sure that we talk specifics, and we talk correctly as you're giving out information because it will be used against you later on if you're not careful and so we're going to talk about a preferred vendor versus a sole source arena. Now having said all that because we've gone all the way around the mulberry bush, I can agree with Commissioner Williams on that, whatever we do moving forward, whatever we do, I hope we all can agree number one, Commission, stay out of it. Let Procurement do what Procurement does. We didn't do that at first. You know that and I know that. So all of us, we have some bearing of fault in that when we started doing sub-committees and having commissioners negotiate and all that so let's just be honest with ourselves. We can look at ourselves. I can. We all have some point in that. All I'm saying now moving forward, Commissioners, stay out of it and let our director, our Procurement Director do what she does. There is no other contract, I've been sitting here for nine years total, on my tenth year now, that I've ever seen a contract come before us that the Commission begins to negotiate. Ever. During my tenure yet here we are. Yet here we are. And so I'll certainly take my portion of that and I hope others up here would do the same. We have made a huge mistake and we've got to own up to it. And so that's where we are today. They've given up the zone, the zone don't belong to them anymore. There's rules and by-laws that go along with that that have to be followed by the state. You don't have to agree with it or disagree with it. It is what it is. I can appreciate the rules and protocol so now here's where we are. Commission, let's stay out of it, let's allow Procurement to do what they do and keep it moving. Thank you, Mr. Mayor.

Mr. Mayor: Thank you, Commissioner. The Chair recognizes the commissioner from the 1st, Mr. Johnson.

Mr. Johnson: Thank you, Mr. Mayor. That's exactly what my substitute motion was yesterday that was voted down. That same thing and I have a question and I'm almost forgetting it. What I want to ask is we're saying the Commission should get out of it, that we shouldn't be negotiating contracts. What we just heard was that two different phone calls were made, two different types of information was given on those phone calls so two questions. Number one, would it be in order for the appropriate staff to speak to the state now to get a determination on whether we can go month-to-month or would it be in order for this Commission to simply allow negotiations to happen to draft a contract that includes Gold Cross even though they don't have the zone. So we're singing the same song. Some of us are just on a different line. We want the same thing so what are we actually talking about? You guys are proving my point. There is so much information going on that keeps coming back and keeps coming back. We're having different conversations, come on now, what is the posture?

Mr. Mayor: Commissioner from the 1st, are you done?

Mr. Johnson: Yes, sir, I would just like an answer to my questions.

Mr. Mayor: All right, that question is?

Mr. Johnson: So the first question was is it in order for us to get a determination from the state whoever you all spoke to on whether or not we can go month-to-month with Gold Cross as it stands or number two, would it be in order for us to allow our staff to go back into negotiations with Gold Cross to have a contract that is number one, legal, and that everyone can agree to.

Mr. Mayor: Well, first, its our intention to get back with the state if not this afternoon then definitely tomorrow morning but at this point I'm going to turn it over to Madam Administrator if she wants to address.

Mr. Johnson: If I can finish my question, Mr. Mayor, and I'll relinquish the floor. I just wonder if we're saying that we don't have that much time left are we not able to get that determination before we decide how to move.

Mr. Mayor: A determination that's from the state?

Mr. Johnson: Yes, sir.

Mr. Mayor: The state is actually in meetings. After this meeting, we're going to reach back out to them to see one, if they have that list of temporary providers, and two, to discuss what our path is forward. They clearly stated to me today that it's their intention to have a list of temporary service providers to us today or tomorrow.

Mr. Johnson: But if I'm not mistaken, they communicated something differently to staff. Did I misunderstand that?

Mr. Mayor: What do you mean communicated differently?

Mr. Johnson: I believe that the attorney said that they didn't understand that to be the same or am I missing something here.

Mr. Mayor: According to my conversations, they understand to be the fact that we can contract with Gold Cross on a month-to-month basis but according to them the zone has been surrendered effective January 31 and they are now in the process of planning to take protocol and provide us a list of temporary service providers for us to determine who we want to partner with. Madam Administrator.

Ms. Douse: Thank you, Mayor Johnson. One of the questions that I wanted to make certain was responded to and that is in regard to how Augusta will move forward now. If it is the will of this body for Augusta to apply as the zone provider, I would like for you to give our Procurement Department Director an opportunity to speak to how that process would look on an emergency basis as it would not be required by law to follow our standard timing guidelines especially because time is of the essence in this case.

Mr. Mayor: Ms. Sams, are you in the room? Thank you for being with us today, ma'am.

Ms. Sams: Thank you. Thank you, Ms. Douse, for giving me this opportunity. The process. The Procurement Department has been working on what we would do if. All different kinds of scenarios. When we went out and looked at what the rules and regulations were by the state, we said okay, if they do this, the state is going to do this and the state is very clear. They have drawn a road map as to what they will do. So we did in fact we went out, we began working on a draft RFP and the purpose of this draft RFP was so if the state said or gave us permission to go out, the only thing that would be missing would be the dates and the time it is to be returned to us so we're ready as the base to a possible RFP if we're there. The other thing we did, we went back and looked at all the vendors who has called or made some interest in doing business with Augusta Georgia and of course we pulled the RFPs of past and we came up with seven vendors and then we looked at vendors who receive RFPs from Augusta for to render this type of service and I came up with about 102 names. So in an emergency situation and this is indeed an emergency situation so those of you taxpayers who are listening to us, we're taking this very seriously. We have put things in place to address Augusta's issues and the Procurement Department's then ready to move immediately as soon as we get our marching orders from the state of Georgia because some of us are under the impression that we have the power to do but I don't really believe that to be totally the case. Now as it relates to the month-to-month, Mr. Mayor, you presented a case where the state has said that we can do that. If the state has said we can do this on a month-to-month because sole sourcing is off the table because the circumstances has changed, we no longer have a provider. So if we are to do a month-to-month, would you please all of you commissioners, Mayor, give me an opportunity to talk to Mr. Vincent and let us sit down and we can perhaps bring you back a contract if that's possible.

Mr. Mayor: Ms. Bonner, can you give us a time frame? Can you give us a time frame because as you know we're on the clock.

Ms. Sams: Sir, if Mr. Vincent has the time in the next ten minutes, I would love to sit down and talk to him.

Mr. Mayor: Madam Clerk, do we at least need a motion to at least give her the ability to do that or can we just recess and allow that conversation to happen?

The Clerk: Yes, you could recess.

Mr. Mayor: All right, with that we're going to recess 15 minutes, let's see, we're going to be back here at 4:30.

[MEETING RECESSES]

Mr. Mayor: Madam Clerk, I'd like to call us back to order please.

The Clerk: Yes, sir. I think you want to hear from Procurement Director, Ms. Douse.

Mr. Mayor: Ms. Douse, the floor is yours.

Ms. Douse: Thank you, Mayor Johnson, as well as the Commission. We appreciate the time that you have allowed us to meet together to present to you a proposal in which both Augusta as well as Gold Cross has come to an agreement on. I would like to preface this statement by notifying this body that while we have negotiated in good faith, we have not, we do need time tomorrow to be able to confirm the legality of the proposal which we will present to you but if this body is amenable as we've just stated, Gold Cross is as well as Augusta is, amenable to a month-to-month contract under the current MOU terms and conditions for the first month in the amount of $250,000, each subsequent month being paid at $150,000. I would also like this body to take note that we have two separate issues at hand. The first is the month-to-month contract in which we would need a vote from this body pending legal security and number two, an interest for or against this body allowing Augusta to apply for the zone.

Mr. Mayor: Thank you, Madam Clerk. Thank you for your work in getting this to where we are. So obviously for the sake of time we're ready to entertain a motion, Attorney Brown.

Mr. Brown: Yes, as Ms. Douse mentioned that those are separate, that would be separate motions. One is temporary however it is subject to the verification, I know Mayor Johnson was, had a call which DPH indicated to him that a month-to-month would be permissible. I have been contacted by other commissioners here who want that to be verified. They cannot go along with that without verification on that matter and then if this matter goes forth it will be a separate issue if the Commission wants to deal with it today or deal with it Tuesday whether or not Augusta is going to apply for the zone.

Mr. Mayor: Thank you, Attorney Brown. Administrator Douse.

Ms. Douse: Mayor Johnson, I failed to mention that this month-to-month agreement will expire upon the State of Georgia designating a zone provider and the operation date for that designated provider beginning.

Mr. Mayor: Okay. So obviously –

Mr. Williams: I've got a few questions for you.

Mr. Mayor: Yes, sir, give me just a second. Commissioner from the 5th, we'll go to you, sir.

Mr. Williams: Can I get Ms. Sams up, please?

Mr. Mayor: Yes, sir, Ms. Sams.

Mr. Williams: You said the first month at $250,000, correct?

Ms. Sams: Yes, sir.

Mr. Williams: All right. And your time here is as Procurement Director, is that a fair amount? You think so?

Ms. Sams: Yes, sir, I do.

Mr. Williams: Okay. And that's for the first month and if we go into a second month, it's what?

Ms. Sams: $150,000 and every month thereafter until the designated provider by the state begins.

Mr. Williams: Okay.

The Clerk: Has been identified?

Ms. Sams: Has been identified.

Mr. Williams: Okay, so if we go after the zone and they give it to us then we are going to bid it out?

Ms. Douse: That would be my recommendation.

Mr. Williams: That we bid it out?

Ms. Sams: Yes, sir.

Mr. Mayor: That's a separate issue.

Mr. Williams: I know but we need to know what we're going to do with it when we get it.

Ms. Sams: When we get it, we will bid it out if the state says that we can proceed in that manner.

Mr. Williams: Okay. But just in your professional opinion we should be able to do this within a couple of months or so, right?

Ms. Sams: We have discussed a possibility of 60 days.

Mr. Williams: Okay. All right, Interim Administrator, I think we need a motion that we're going to go after the zone. Is that what we need?

Mr. Mayor: I think we have to discuss the month-to-month first and then get the clarification from the state prior to proceeding with a motion for acquiring the zone.

Mr. Williams: I think we do have clarification that we want to go after, we can just say that we want to go after the zone, we can take a vote on that. I'll come back with a second motion. Mr. Mayor.

Mr. Mayor: Yes, sir.

Mr. Williams: I make a motion that we accept a month-to-month, that we accept a month-to-month for the City of Augusta, Georgia.

The Clerk: Subject to –

Mr. Mayor: Subject to verification.

Ms. Sams: Verification.

Mr. Johnson: Second.

Mr. Williams: Subject to verification.

Mr. (inaudible): Second.

Mr. Mayor: I have a motion and a second. Before I proceed, Attorney Brown.

Mr. Brown: Mayor Johnson, I just want to make sure that the motion includes all the necessary language. If you could have the Clerk read that back or if you can.

The Clerk: Okay. It was for Augusta to enter into a temporary month-to-month agreement with Gold Cross with the first month being $250,000 and each subsequent month $150,000 to allow Augusta to apply for the designated zone provider and that a designated provider be identified? Okay, let her clarify that and we'll –

Ms. Douse: Mayor Johnson, I did not make a motion. I came back and communicated to the Commission what the decision was and so if a motion is to be made, then that motion would be what the Clerk just stated absent the application of the City for the zone because that matter is not, that's a separate matter. While it still would require a motion, it is not added to the month-to-month discussion.

Mr. Mayor: Okay. Madam Administrator.

The Clerk: Mr. Mayor, Mr. Mayor, she's going to clarify this because –

Mr. Mayor: Madam Administrator, while you're writing that motion, when is the expected start date of this month-to-month agreement?

The Clerk: She's going to put it in the motion.

Mr. Mayor: Commissioner from the 1st, it will start when executed.

Mr. Johnson: Thank you. Point of clarity, Mr. Mayor. So the date of execution would be once we determine whether or not we can do this? Okay. All right, immediately after. Gotcha.

Mr. Mayor: All right, Madam Administrator.

Ms. Douse: Mayor Johnson and Augusta Commission, I would like to propose a motion to approve a month-to-month contract with Gold Cross with the current MOU terms expiring upon the designation by the State for the Augusta zone provider beginning operation. The first month is $250,000. Each subsequent month will be $150,000 subject to the confirmation of the State concerning permissibility of this contract for EMS and the State as well as Augusta, Georgia's Procurement Code.

Mr. Garrett: So moved.

Ms. McKnight: Second.

Mr. Mayor: All right, Madam Clerk, is that recorded properly? We have a motion.

Mr. Brown: Mr. Mayor, I just want to be clear it is written in there to understand so there's no confusion this is not a continuation of the MOU. This will be a contract that embodies terms from the MOU as the Gold Cross responsibility and Augusta's responsibility. It will continue the activity that Gold Cross does presently as well as Augusta at the prices named in this. The termination of that contract is based upon two things: the state naming a provider for Augusta and that that provider becoming operational in Richmond County as well as the terms as the MOU, Gold Cross or Augusta with 30 days' notice can terminate that contract.

Mr. Mayor: Thank you for that clarification, Attorney Brown. Madam Clerk --

Mr. Williams: Sir, I think I still have the floor. I never did get to finish and that was my motion that other people just whatever – I still had something else I wanted to say also.

Mr. Mayor: Yeah, Madam Clerk, I do recall there was a motion on the floor but as I understand it was not actually –

Mr. Williams: It was my motion but that's fine. I do want to go to the motion about the zone.

Mr. Mayor: Wait just a second. We have to do this one first. Madam Clerk, is it okay, are you conceding that commissioner from, Garrett, had –

Mr. Williams: And that's fine but what I'm saying is that it was my motion and you've got people, anyway, let's just go with it, sir.

Mr. Mason: I'm in the queue, sir.

Mr. Mayor: All right –

Mr. Williams: Can we just vote on this? Can we just call for the question, sir?

Mr. Mayor: Unfortunately, there are people in the queue but, Madam Administrator, I just want to ask you one additional question regarding the zone. Do we have to make that motion or anything today or do we have to come back at another time because I know we're on a time clock. Does that need to be made today also or can we –

Ms. Douse: While time is of the essence, it does not have to be made today but as soon as possible is preferred.

Mr. Mayor: All right, I'm going to the queue here. Commissioner from the 4th.

Mr. Mason: Thank you, Mr. Mayor, I'll be brief.

Mr. Mayor: Please be brief. Thank you, sir.

Mr. Mason: I will be brief but I do want to state a couple of concerns that I do have in reference to this here. Number one, part of what we had an issue with to begin with was the terms that was in the MOU and that's where we had our problems and so now here we go accepting those same terms to continue on even though it's in a smaller package. Now I just want to state my concerns. That's the same thing we just talked about. No, I won't do the second piece, that's fine. I'm going to leave that right there.

Mr. Mayor: Thank you, Commissioner. Commissioner Garrett from the 8th. You're out? All right, Commissioner Johnson from the 1st, you're good, sir?

Mr. Johnson: I just have a question and I'll be good. Just two questions. Number one, have we identified a funding source and then secondly, do we have an idea of how long this may take with the state? That was the only two questions that I have and then I'm done, Mr. Mayor.

Mr. Mayor: Thank you, sir.

Mr. Johnson: Funding source and timeline.

Mr. Mayor: Madam Administrator.

Mr. Johnson: I believe I understood 60 days or something like that.

Ms. Douse: We will continue, the first question you asked, Commissioner Johnson, is your funding source. We will continue to fund it through ARP as there's already $650,000 set aside for Gold Cross for the annual subsidy. Your second question was concerning the timeframe in which we would expect this agreement, this month-to-month period. At this time that is uncertain, however, because the State is moving forward with opening the zone, we do not foresee it being a lengthy period of time, hence the reason why we stated that the month-to-month arrangement would terminate upon the new provider beginning operation. It could be a period in which they would need to ramp up. I can't speak to the timeframe, but we will definitely move expeditiously pending the decision from this body.

Mr. Johnson: Thank you, Mr. Mayor.

Mr. Mayor: Madam Clerk, we have a motion that's been made by the commissioner –

The Clerk: Garrett and Ms. McKnight.

Mr. Mayor: We're ready to vote, Madam Clerk.

Mr. Lewis: Mr. Mayor, I have a question.

Mr. Mayor: The Chair recognizes the commissioner from the 6th.

Mr. Lewis: Thank you, Mr. Mayor. Upon hearing the motion that is on the floor, my question is to Legal and Administrator Douse. This motion is pending the corroboration of the information you received from the state to make sure that this was permissible. If we pass this motion, if this motion carries, how do we know that it is legal until such time that Legal has spoken with state via with you or Administrator Douse to corroborate the fact that we can do this? How would we know? We would have voted on this and how will we know if we could or we couldn't?

Mr. Mayor: It is my intention, and I would hope that both the Administrator and General Counsel and I will immediately following this meeting we're going to call for them to have verification.

Mr. Brown: I would think that the Commission would need to receive written verification from the state of this permissibility because if it ends up not or later get challenged by anyone in the public the Commission needs to have or Augusta needs to have a defense so we could present to the Commission the results of that next Tuesday if that's the will of the body and the final research being done because my office at this moment is split with Procurement's idea that we can have this month-to-month. It may be permissible in EMS and it may not be permissible under our code. There are some things that we really do need to do to verify from the state. So if this matter comes back with verification which we will work on as soon as the Mayor is available, we can be able to present that at the Tuesday's meeting.

The Clerk: It did say subject to –

Mr. Brown: Yes, I'm just trying to, I think what he is really asking is how are we going to know.

Mr. Lewis: I'm amenable to that, Mr. Mayor.

Mr. Mayor: Thank you, Commissioner.

Mr. Brown: Is that now a part of the motion?

The Clerk: Are you going to amend it to include Attorney Brown's statements?

Mr. Mayor: Yes. All right, commissioner from the 6th, you're good? All right, Madam Clerk, voting.

Motion carries 10-0.

Mr. Johnson: Mr. Mayor, I have a question.

Mr. Mayor: Madam Administrator, do we have to do a vote for the zone today?

Mr. Johnson: Yes, we do.

Mr. Mayor: All right. In order to proceed, wait a second. Attorney Brown, we're going to need that language for the motion for the zone to make sure that it's entered into the record correctly. Can you help with that? For us to pursue the EMS zone. Is there any specific language that we need as a motion to pursue the zone?

Mr. Williams: All we need to say is I make a motion that we pursue the zone. I make a motion that we pursue the zone.

Mr. Johnson: Second.

Mr. Mayor: So we have a motion –

The Clerk: I didn't hear a second on that. Who seconded it?

Ms. Scott: Second.

The Clerk: Thank you.

Mr. Johnson: I seconded it.

The Clerk: Okay.

Mr. Mayor: We have a motion and a second. Voting.

Motion carries 10-0.

Mr. Mayor: Madam Clerk, did you duly record that? It's unanimous?

The Clerk: It's unanimous.

Mr. Mayor: Everybody thank you for your patience. Again, this is government at work. You guys have a great rest of the afternoon. This meeting is adjourned.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on January 25, 2023.

_____
Clerk of Commission

Augusta Commission Meeting

February 7, 2023

Appointment

Department:	Clerk of Commission
Presenter:	Commissioner Stacy Pulliam
Caption:	Motion to **consider** the appointment of Britney Pooser to the Department of Behavioral Health and Developmental Disabilities Advisory Council (DBHDD)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, February 2, 2023 8:32 AM
To: Lena Bonner
Subject: Britney Pooser to serve on DBHDD

Great Morning,

I would like to add to the consent agenda for Britney Pooser to serve on the DBHDD board. She has completed her talent bank form. Thank you.

Best Regards,

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

Georgia Department of
Behavioral Health & Developmental Disabilities
DBHDD



REGION 2 DBHDD
Catchment Area

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Mrs.
First Name *	Britney
Middle Name *	D
Last Name *	Pooser
Suffix	
Date Of Birth *	10/18/1987
Address *	Street Address 2525 Carriage Creek Address Line 2 City: Augusta State / Province / Region: GA Postal / Zip Code: 30909 Country: United States
Home Phone *	7068312992
Work Phone	
Registered Voter *	○ District 1 ○ District 2 ○ District 3 ○ District 4 ○ District 5 ◉ District 6 ○ District 7 ○ District 8 ○ None
Marital Status *	Married
Education *	College Degree
Race *	Black
Gender *	Female
Occupation *	Director of Outreach and Inclusion
Interests	I find joy in community engagement, serving on a few community focused boards and committees. I would like to support DBHDD as they mental health support and awareness though out the community.

Commissions, Authorities, & Boards

Augusta Commission Meeting

Tuesday, February 7, 2023

Z-23-03 Planning Petition

Department: Planning &Development Department

Presenter: Director Carla Delaney, Planning & Development Department

Caption: **Z-23-03** – A request for concurrence with the Augusta Georgia Planning Commission to **approve with the conditions** below a petition by Beazley Development Co. Inc on behalf of GA Baptist Children's Homes, Poplar Group, LLC and Michelle Atkins, Julie & Walter Golosky – requesting a rezoning from **Zone A (Agricultural) and Zone R-1 (One-Family Residential) to Zone R-1D (One-Family Residential)** affecting property containing approximately 201.59 acres located at **3630 Windsor Spring Road, 3047 Manchester Drive, and part of 3596 Windsor Spring** Road. Tax Map #142-0-003-01-0, 142-2-001-00-0 and a portion of Tax Map #142-0-074-02-0. **DISTRICT 6 1.** The concept plan submitted with this application is for illustration purposes only and does not constitute a development plan review. **2**. The development shall be limited no more than 354 single-family detached lots with an overall density of 1.87 units per acre. Lots outside of the cul-de-sac must measure at least 50 feet wide. **3.** Sidewalks must be provided on both sides of all streets within the new development boundaries and comply with ADA standards. **4.** A pavilion, or gazebo and benches, or similar meeting space, and the walking trail, at a minimum, must be provided as amenities for the subdivision. The amenities must be constructed prior to the 230th unit in the subdivision receiving a Certification of Occupancy. 5. A traffic study is required to determine whether existing roadways need additional improvements and if proposed road improvements will be sufficient. If Traffic Engineer requires an acceleration lane and / or a deceleration lane it must be provided for the proposed subdivision. Decisions made by the Traffic Engineer shall be adhered to. **6.** All work within the right-of-way of Windsor Spring Road must meet City of Augusta and Georgia Department of Transportation standards and specifications. 7. At the issuance of a building permit for lot 201 the applicant shall be responsible for the installation and cost of a traffic signal at the intersection of Manchester Drive and Tobacco Road and will collaborate with Augusta Engineering for cost sharing. **8**. The first phase of the development shall

take place near the proposed entrance along Windsor Spring Road. **9**. Construction traffic access via Manchester Drive must be kept at a minimum. **10**. A minimum of 4 entrances are required for this subdivision based on the number of lots shown on the concept plan. The applicant must request a variance from the Land Subdivision Regulations to reduce the required number of entrances. The variance must be approved before submitting a development plan for review. **11**. This project shall comply with all development standards and regulations, including but not limited to the Tree Ordinance, set forth by the City of Augusta, GA at the time of development. (Deferred from the January 17, 2023 Commission Meeting

Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION
STAFF REPORT

Case Number: Z-23-03

Hearing Date: Wednesday, January 4, 2023

Prepared By: Lois Schmidt, Planner

Applicant: Beazley Development Co. Inc.

Property Owner: GA Baptist Children's Homes and Michelle Atkins, Julie

Address of Property: 3630 Windsor Spring Road, 3047 Manchester Drive and part of 3596 Windsor Spring Road, Hephzibah, GA 30815

Tax Parcel #: 142-0-001-00-0, 142-0-003-01-0 and a portion of Tax Map #142-0-074-02-0

Present Zoning: A (Agricultural) and R-1 (One-family Residential)

Neighborhood or Subdivision: N/A

Commission District: 6 (B. Hasan) **Super District:** 10 (J. Clarke)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Ordinance Section(s)
Rezone from A and R-1 to R-1D	Single-family detached residential subdivision	Section 12-1

1. **Summary of Request:**

This case involves two adjacent residential tracts and portion of a tract totaling approximately 189.8 acres of land. The two parcels, 3630 and 3596 Windsor Spring Road, have direct access onto Windsor Spring Road. The applicant requests to rezone the property to develop a single-family detached residential subdivision containing 354 single-family detached units. This development will have an overall density of approximately 1.87 units per acre.

According to the concept plan, the developer intends to construct 354, 1 and 2-story detached dwellings. Proposed widths of lots will vary 50 – 80 feet, most lots maintain a depth greater than 120 feet.

Several new residential streets are planned, each will be minor roadways with a minimum 31 foot of back-to-curb paving width and a 60-foot right-of-way. Sidewalks will be installed on both sides of each street within the subdivision. Based on the number of proposed lots at least 4 entrances are required. The Comprehensive Zoning Ordinance requires a minimum of 2 parking spaces per unit, proposed driveways and garages provide the parking necessary for each lot within the subdivision.

Approximately 78.9 acres or 41.5 percent of the developable area will be reserved for open space. With exception to the boundary adjacent to Lots 50 – 57, a minimum 30-foot natural buffers will run along the side and rear boundaries of the original tract. No buffer will be adjacent to Lots 50 – 57 of the development, nor is it required. Common areas located in the northeast section of the site includes an extensive walking trail that connects to internal streets, while the designated wetland area will serve as a natural pond for recreational purposes. The developer does not intend to provide community gathering areas such a community building/clubhouse, pavilion, or splash pad for this planned community.

2. Zoning History:

The subject property is situated in the A (Agricultural) and R-1 (One-family Residential) zones. A rezoning application was heard in November of 2022 (Z-22-57) and withdrawn without prejudice. There is no other zoning history for the subject property.

3. Comprehensive Plan Consistency:

The subject property is in the South Augusta character area. South Augusta is characterized by a suburban pattern of development. Residential development is characterized by low-density subdivisions dating from the 1950s to the present, with mostly single-family detached units on uniform lots. The area experiences a moderate-to-high degree of building separation.

The site's overall proximity to commercially zoned properties and sprawling northern tracts make the proposed concept for new residential development, at the density provided, compatible with the surrounding area.

4. Findings:

1. The applicant requests R-1D zoning to develop a single-family detached residential subdivision at 3630 Windsor Spring Road, 3047 Manchester Drive, and part of 3596 Windsor Spring Road.
2. The undeveloped tracts of land cover approximately 189.8 acres of land.

3. The developer intends to construct 354 single-family detached units, with an overall density of approximately 1.87 units per acre. Dwellings will contain 1 and 2 story units.
4. The subject property is situated in the A (Agricultural) and R-1 (One-family Residential) zones.
5. Proposed widths of lots will vary 50 – 80 feet, most lots maintain a depth greater than 120 feet.
6. Several new residential streets are planned, each will be minor roadways with a minimum 31 foot of back-to-curb paving width and a 60-foot right-of-way.
7. There are 2 entrances planned for this subdivision, where a minimum of 4 entrances are required. One entrance will connect to the northern stub-out of Manchester Drive and continue south to Tobacco Road. The other will be a right in/right out access to Windsor Spring Road north of the Windsor Spring Road/Tobacco Road intersection
8. **Official from Augusta Traffic Engineering will not approve a secondary entrance on Windsor Spring Road due to traffic safety concerns.**
9. Augusta Fire Department officials state they only have authority to require two entrances. Additional entrances must come under the authority of other codes or ordinances and / or reviewing departments.
10. COEL Development Co. Inc. states on the concept plan that they "will provide a financial contribution to the construction of a traffic signal at the intersection of Manchester Drive and Tobacco Road". The developer is responsible for the entire cost of the installation of a traffic light at Manchester and Tobacco Rd. The developer may work with engineering to determine if cost sharing is an option, the Planning Commission nor developer can mandate cost sharing only Augusta Engineering can make that commitment.
11. Augusta Traffic Engineering feels a traffic light at this intersection will provide congestion relief to current and new residents.
12. Sidewalks will be installed on both sides of each street within the subdivision.
13. The Comprehensive Zoning Ordinance requires a minimum of 2 parking spaces per unit, proposed driveways and garages will provide parking for each lot within the subdivision.
14. Approximately 78.9 acres or 41.5 percent of the developable area will be reserved for open space.
15. Common areas located in the northeast section of the site includes an extensive walking trail that connects to internal streets, while the designated wetland area will serve as a natural pond for recreational purposes.
16. The developer does not intend to provide community gathering areas such a community building/clubhouse, pavilion, or pool/ splash pad for this planned community.
17. This site has access to public water along Windsor Spring Road. Sanitary sewer runs parallel to the site on an adjacent tract southeast of the subject properties.
18. Windsor Spring Road is identified as a major arterial street on the Georgia Department of Transportation (GDOT) Function Classification map. Manchester Drive is considered a local or minor residential street.
19. A recent traffic assessment determined that the subdivision is expected to generate 3,327 vehicles trip per day.

20. Transit service is not available in the immediate area.
21. There are no floodplains located on the subject properties. Freshwater wetlands can be found near the center of 3596 Windsor Spring Road at the lowest point of 3596 Windsor Spring Road at the lowest point of the property.
22. The area of highest elevation can be found near the southwest corner of the site, approximately 670 feet north of the Windsor Spring Road and Tobacco Road intersection.
23. The concept plan identifies 5 possible locations for stormwater detention within this development.
24. Windsor Spring Road north of the established node area at the intersection remains largely vacant, undeveloped land. The site's overall proximity to commercially zoned properties and sprawling northern tracts make the proposed concept for new residential development, at the density provided, compatible with the surrounding area.

Recommendation: The Planning Commission recommends **Approval** with the following condition(s):

1. The concept plan submitted with this application is for illustration purposes only and does not constitute a development plan review.
2. The development shall be limited no more than 354 single-family detached lots with an overall density of 1.87 units per acre. Lots outside of the cul-de-sac must measure at least 50 feet wide.
3. Sidewalks must be provided on both sides of all streets within the new development boundaries and comply with ADA standards.
4. A pavilion, gazebo and benches or similar meeting space, and the walking trail, at a minimum, must be provided as amenities for the subdivision. The amenities must be constructed prior to the 230th unit in the subdivision receiving a Certification of Occupancy.
5. A traffic study is required to determine whether existing roadways need additional improvements and if proposed road improvements will be sufficient. If Traffic Engineer requires an acceleration lane and / or a deceleration lane it must be provided for the proposed subdivision. Decisions made by the Traffic Engineer shall be adhered to.
6. All work within the right-of-way of Windsor Spring Road must meet City of Augusta and Georgia Department of Transportation standards and specifications.
7. At the issuance of a building permit for lot 201 the applicant shall be responsible for the installation and cost of a traffic signal at the intersection of Manchester Drive and Tobacco Road and will collaborate with Augusta Engineering for cost sharing.
8. The first phase of the development shall take place near the proposed entrance along Windsor Spring Road.
9. Construction traffic access via Manchester Drive must be kept at a minimum.
10. A minimum of 4 entrances are required for this subdivision based on the number of lots shown on the concept plan. The applicant must request a variance from the Land Subdivision Regulations to reduce the required number of entrances. The variance must be approved before submitting a development plan for review.

11. This project shall comply with all development standards and regulations, including but not limited to the Tree Ordinance, set forth by the City of Augusta, GA at the time of development.

Note: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.

BEAZLEY DEVELOPMENT COMPANY, INC.
7009 Evans Town Center Blvd. ♦ Evans, Georgia 30809 ♦ Phone: (706) 863-4888 ♦ Fax: (706) 855-7819

November 21, 2022

Ms. Carla Delaney
Deputy Director- Planning and Development
535 Telfair Street Suite 300
Augusta, GA 30901

Re.: Rezoning parcel numbers 142-2-001-00-0, 142-0-003-01-0, and a portion of 142-0-074-02-0

Ms. Delaney;

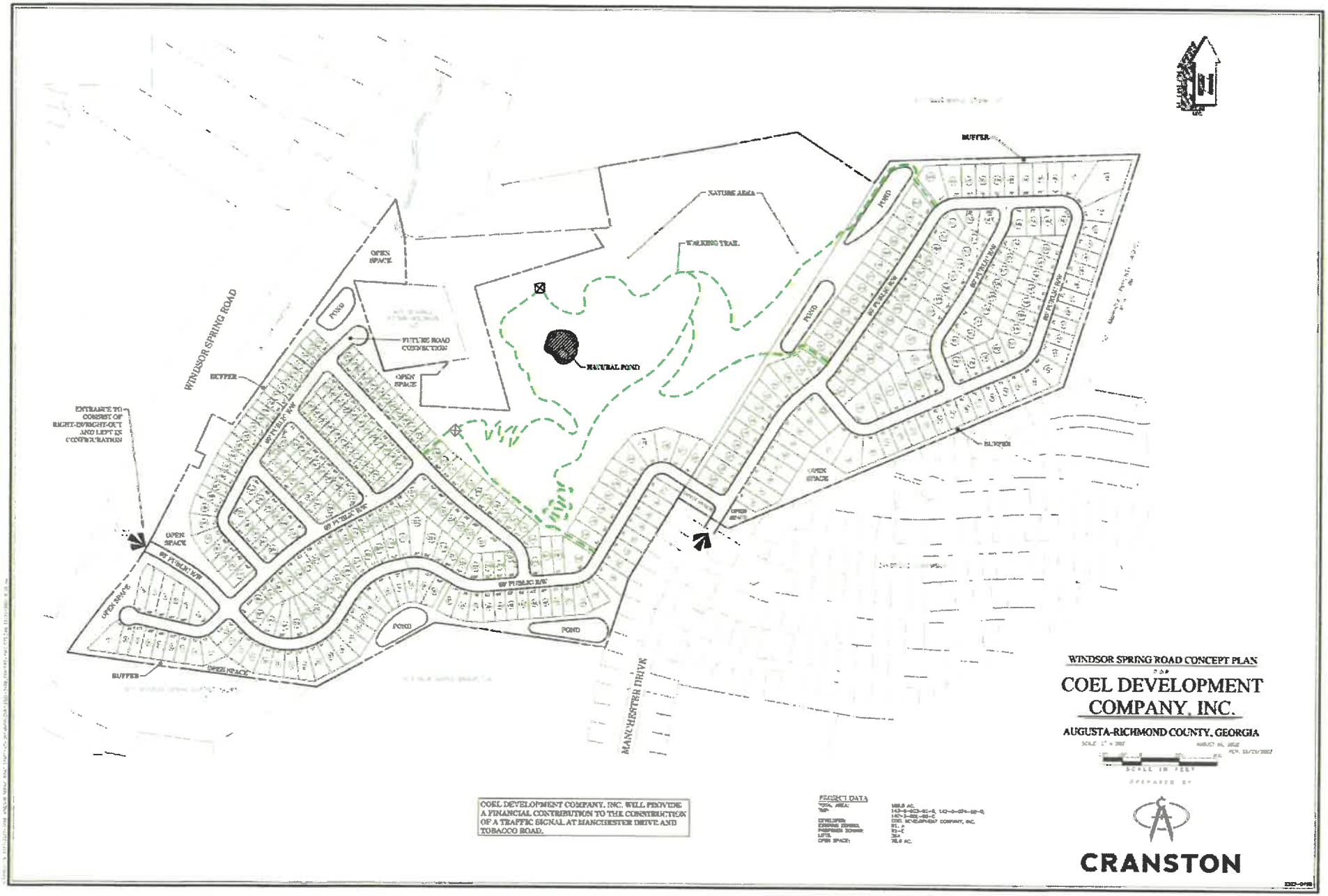
Please accept this letter indicating our intent to re-zone the above referenced parcels from zoning A and R-1 to R-1D. It is our intent to develop these parcels into single family detached homes with lot sizes varying from 50' wide to 80' wide.

If you have any questions or require further information, please feel free to contact me.

Thank you.

Beazley Development Co., Inc.

Joseph F. Gulino
Vice President


WINDSOR SPRING ROAD
MANCHESTER DRIVE
NATURE AREA
WALKING TRAIL
NATURAL POND
FUTURE ROAD CONNECTION
OPEN SPACE
POND
BUFFER
ENTRANCE TO CONSIST OF RIGHT-IN/RIGHT-OUT AND LEFT-IN CONFIGURATION
60' PUBLIC R/W
COEL DEVELOPMENT COMPANY, INC. WILL PROVIDE A FINANCIAL CONTRIBUTION TO THE CONSTRUCTION OF A TRAFFIC SIGNAL AT MANCHESTER DRIVE AND TOBACCO ROAD.
PROJECT DATA
WINDSOR SPRING ROAD CONCEPT PLAN
FOR
COEL DEVELOPMENT COMPANY, INC.
AUGUSTA-RICHMOND COUNTY, GEORGIA
SCALE IN FEET
PREPARED BY
CRANSTON

Augusta GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 3630 WINDSOR SPRING ROAD

Tax Parcel Number: 142-0-003-01-0, 142-0-074-02-0, 142-2-001-00-0

Type of Development (Circle One): Commercial or Industrial or (Residential) *or Other*

Any new public roadways? (Circle One): (Yes) *or No*
Proposed Development Less Than 20 Lots (Circle One): Yes or (No;) *if "Yes", contact Traffic Engineering at 706-821-1850 and ask to speak to the Traffic Operations Manager or Assistant Director prior to completing worksheet.*

Existing streets adjacent to property:
1) Windsor Spring Road
2) Tobacco Road
3) _____
4) _____

Volume on each existing street (AADT):
1) 30,700 (3% TRUCK)
2) 12,900 (3% TRUCK)
3) _____
4) _____

Level of Service (LOS) on each street:
1) LOS B (<32,800)
2) LOS B (<32,800)
3) _____
4) _____

Land Use Type / Code (ITE Trip Generation): 210 SF HOUSE

Basis for Calculation (sq ft, # units, etc.): NUMBER OF LOTS - 354

Trips Generated by Proposed Development: 3327 total weekday (maximum)

70% to Windsor Spring
30% to Tobacco Road

Adjusted street volumes based on trips generated:
1) 33029
2) 13898
3) _____
4) _____

Projected Level of Service (LOS) on each street based on trips generated:
1) LOS C
2) LOS B
3) _____
4) _____

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website https://gdottrafficdata.drakewell.com/publicmultinodemap.asp for current volume data.

***Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a ~~full~~ Partial Traffic Impact Study/Analysis (TIS/TIA): (Y) or N

Date of Review: 8-25-22

Signature of Traffic Engineer or Designee: John Ussery

Print Name: John Ussery

Title: Assistant Director

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

Windsor Spring Road

Rezoning Narrative

Beazley Development Co., Inc.
7009 Evans Town Center Blvd
Evans, GA 30809

November 28, 2022

Character: "A distinctive trait, quality or attribute"

Project Data

Total Area- 189.8 AC
TMP: 142-0-003-01-0; 142-0-074-02-0; 142-2-001-00-0
Proposed Lots 354
Open Space- 78.9 AC
Existing Zoning- A, R-1
Proposed Zoning R-1D
Lot Count
50'- 58
60'- 147
75'- 145
80'- 8

Neighborhood Design

The neighborhood comprises 189.8 acres with 78.9 acres being open space. Approximately 354 single family detached homes varying in lot size will be constructed. The main entrance will be off Windsor Spring Road. This will be a right in, right out, left in entrance. The road leading to the development from the Windsor Spring Road entrance will be a 500' spine road with open space on both sides. Secondary entrance will be from Tobacco Road to Manchester Drive. Beazley Development Co., Inc. will contribute to a traffic signal at this intersection. A stub out for a future third access will be in the north west corner of the property near parcel # 142-1-002-00-0.

This project implements some of the concepts identified in the 2010 Realizing The Garden City, Augusta Sustainable Development Agenda. The study identifies that the Windsor Spring area could absorb 800 new homes including the ½ acre and smaller lots typical of the South Augusta area. This neighborhood will be a walkable community. This neighborhood will be within 5 to 10 minutes walking distance of the Wal-Mart and KJ food store as well as other smaller retail establishments. Sidewalks will be provided on both sides of the street.

Approximately a 40-acre nature area will be preserved toward the northern part of the property. Approximately 2 miles of walking trails will meander through this area. Four access points will be provided from the neighborhood to the walking trail. Keeping this area natural will provide shade for residents walking, jogging or biking on the trail.

Use and Zoning

Beazley Development Co., Inc. is proposing to combine and re-zone 3 separate parcels in to one parcel creating one neighborhood. The existing zoning for the 3 parcels is A-Agricultural and R-1- one family residential; the proposed zoning would be R-1D. The neighborhood will be single family detached homes. Lot sizes will consist of 50', 60', 75' and 80' wide lots with a SF of 6500 SF to 12,000 SF.

Setbacks

Proposed setbacks are as described in R-1D zoning. They are:

Front- 15' to the front line
Side- Not less than 5'
Rear- The greater of 25' or 20% of the lot depth but not to exceed 50'

Homes Styles

It is Beazley Developments Co., Inc. intention to keep the proposed homes for this new neighborhood, similar to the existing homes in Cambridge neighborhood but utilizing today's requested colors and materials. Color renderings of potential homes for all 4 lots sizes have been included. This is a sampling of the home styles and may change as the market dictates.

50' Lots

These will be either ranch style or two story homes. Sf of these homes will range from approximately 1700 SF to 2500 SF and measure 26' to 36' across the front and 55' to 79' deep. Front exterior materials will consist of a combination brick and/or stone and/or cement board siding. Side and rear exterior material will consist of vinyl siding. Approximate sell price will be between $254,900 and $282,900.

60' Lots

These homes will be range style homes ranging between 1700 SF and 2400 SF. These homes will measure 43' to 45' across the front and 55' to 80' deep. Front exterior material will be either a combination of brick and/or stone and/ or cement board siding. Side and rear exterior material will be cement board and/ or vinyl siding. Approximate sell price will be between $279,900 and $326,900.

75' lots

Homes built on these lots will be ranch style and range from 2100 SF to 2400 SF. They measure 46' to 60' across the front and 51' to 60' deep. Front exterior material will be either a combination of brick and/or stone and/ or cement board siding. Side and rear exterior material will be cement board and/or brick. Approximate sell price will be between $346,900 and $409,900.

80' Lots

These will be ranch style homes ranging in SF from 2600 SF to 3200 SF. They will measure 57' to 70' across the front and 60' to 73' deep. Front exterior material will be all brick with cement board accents in gables. The sides and rear exterior material will also be all brick with cement board accents in the gables. Approximate sales price for these homes will be $327,900 to $427,900.

"Each and every place has some measure of unique expression or quality"

Conclusion

According to the 2010 Augusta Sustainable Agenda, the Windsor Spring area could absorb 800 housing units including ½ acre lots to clusters as dense as 6 units per acre. We are proposing is 1.9 units per acre using the total acreage. Using the buildable acreage of 110.9 acres, the density would be 3.2 units per acre. We are proposing a mix of lot sizes, home sizes and home price which will provide housing for all income levels.

We believe that this neighborhood will be a unique and exciting neighborhood for the South Augusta area. It will provide the citizens of Augusta a walkable community with easy access to shopping. It will also provide an amenity unique to the area in the 2 miles of walking trails.

This residential homes project will attract various retail establishments such as full service type restaurants and specialty retail to new and vacant retail spaces. Couple that with a walkable community with a nature area and walking trails, a variety of sizes and price points of the homes will make the Windsor Springs area a desirable place to live.

Home Styles

50’ wide lots

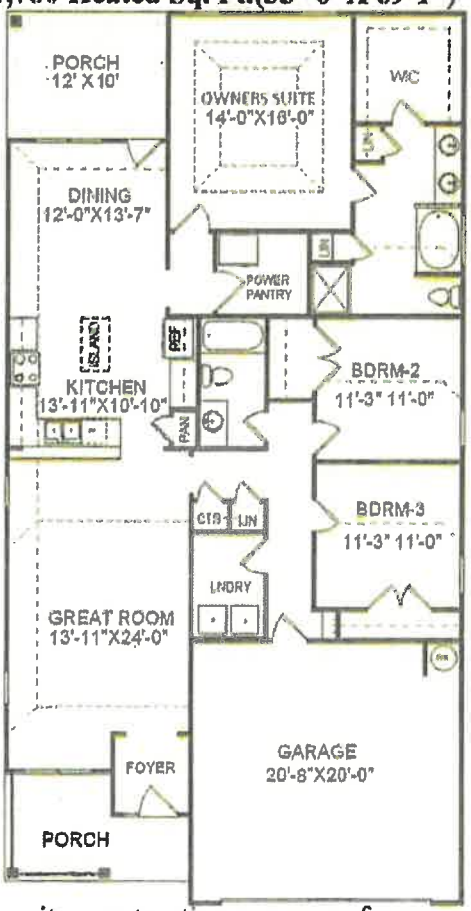
Bill Beazley Homes Inc.

7009 Evans Town Center Blvd.
Evans, Ga. 30809



Jackson-3

1,780 Heated Sq. Ft.(35'-6"X 69-1")

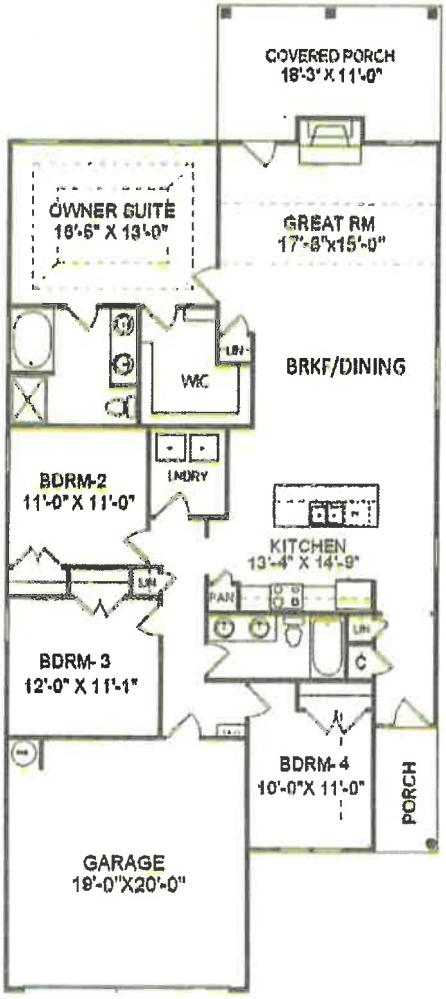


Actual on site construction may vary from rendering

Bill Beazley Homes Inc.

7009 Evans Town Center Blvd.
Evans, Ga. 30809





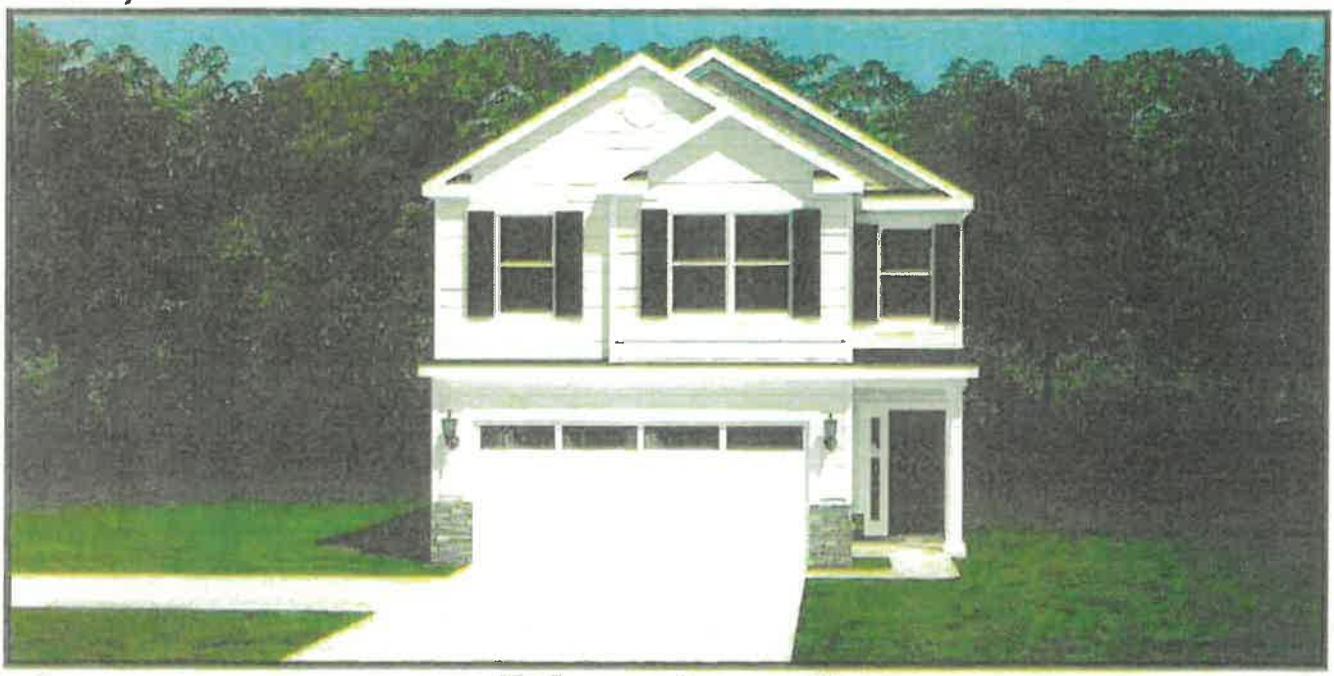
Thornhill-4

1,786 HEATED Sq. Ft.
35'-0"x79'-6"

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Evans, Ga. 30809

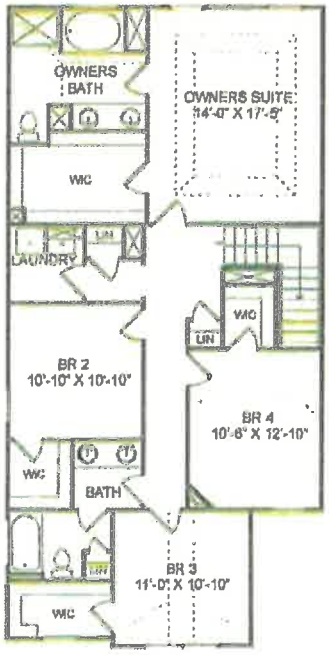


Riverton-2

2,126 Heated Sq. Ft.
(26'-0" x 54'-5")



FIRST FLOOR
NOT TO SCALE

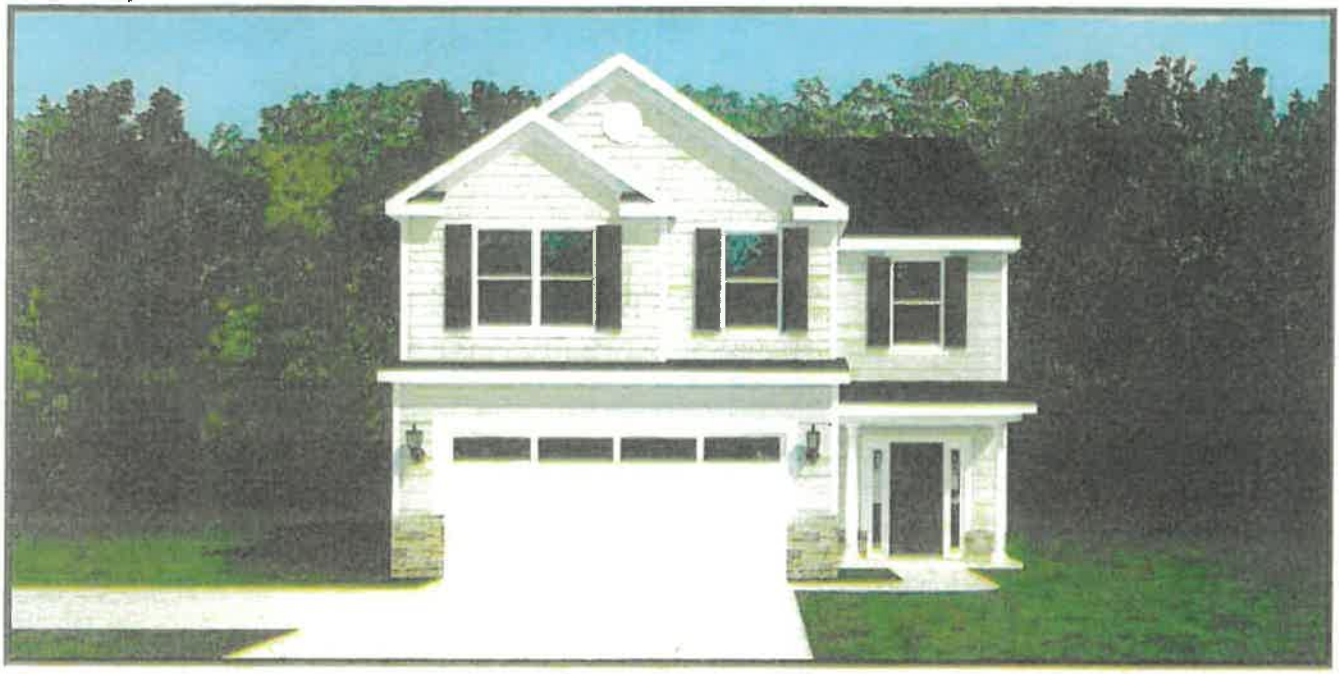


SECOND FLOOR
NOT TO SCALE

ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

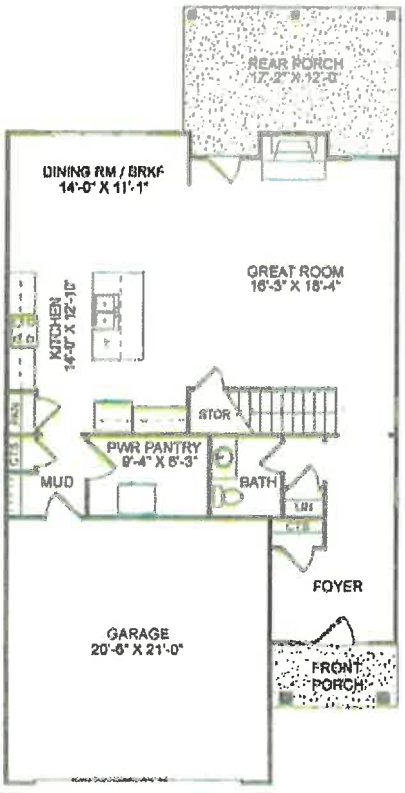
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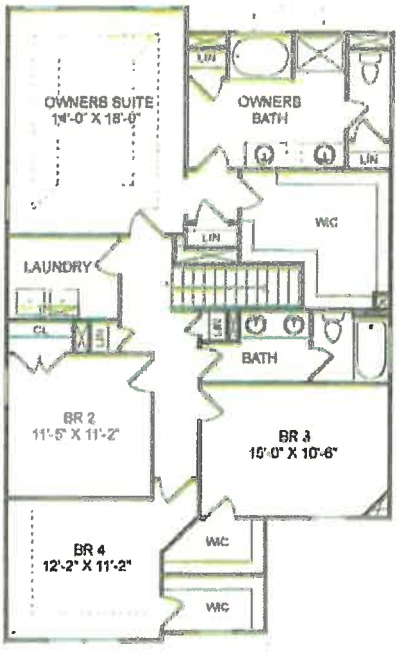


Aspen-7

2,439 Heated Sq. Ft.
(32'-2 1/2" x 45'-6")



FIRST FLOOR
NOT TO SCALE



SECOND FLOOR
NOT TO SCALE

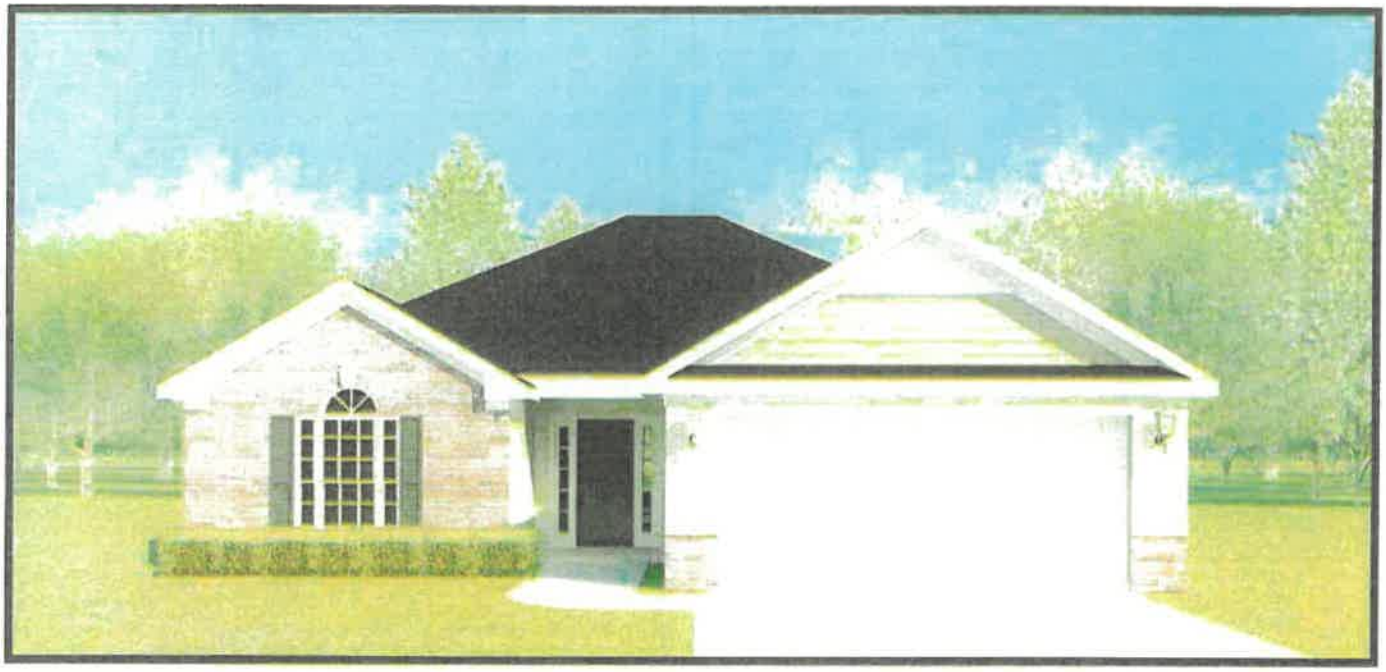
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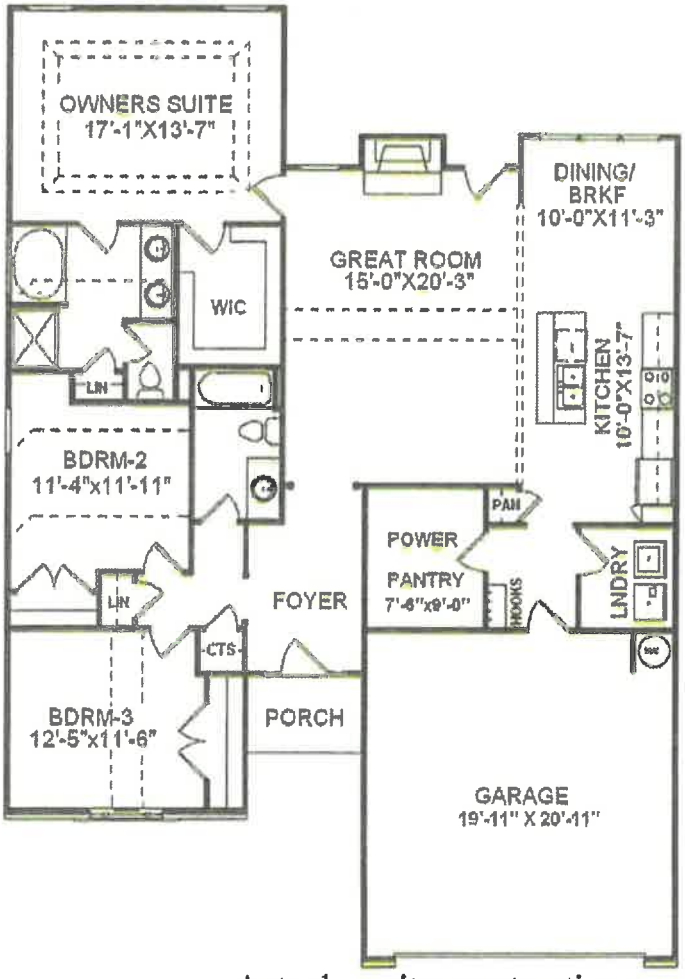
Homes Styles

60’ wide lots

Bill Beazley Homes Inc.

7009 Evans Town Center Blvd.
Evans, Ga. 30809





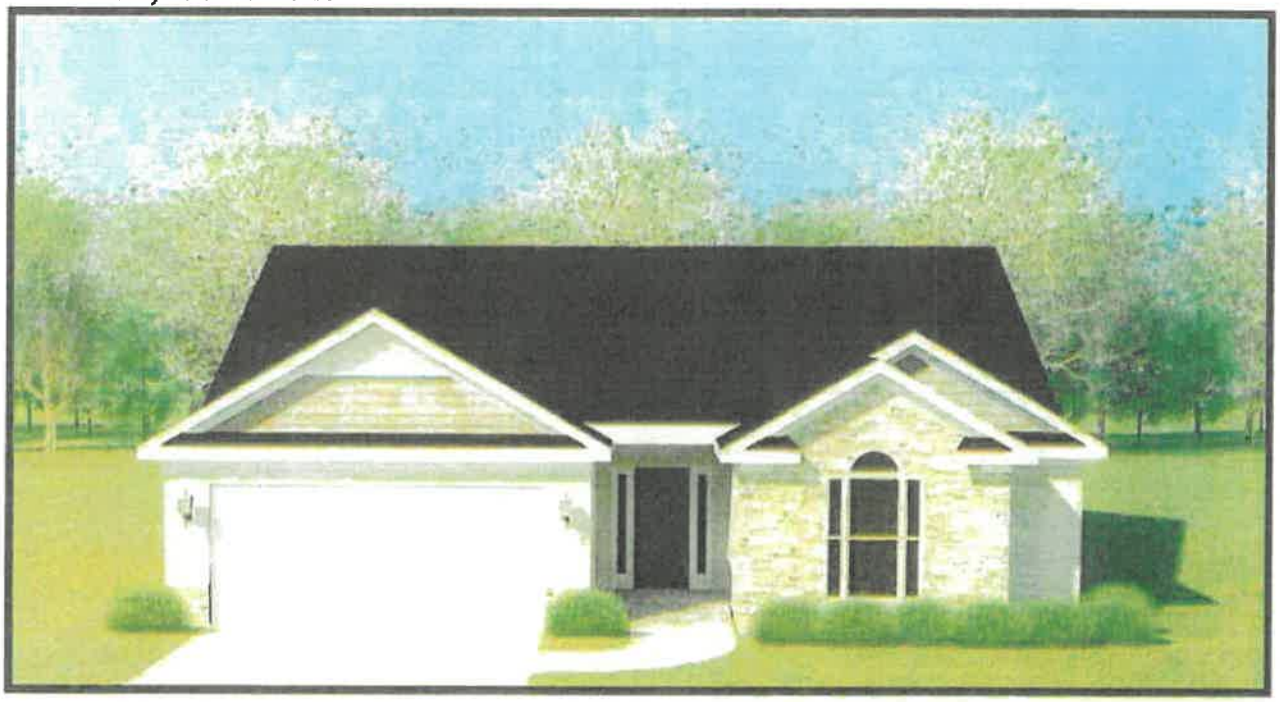
Baldwin-4

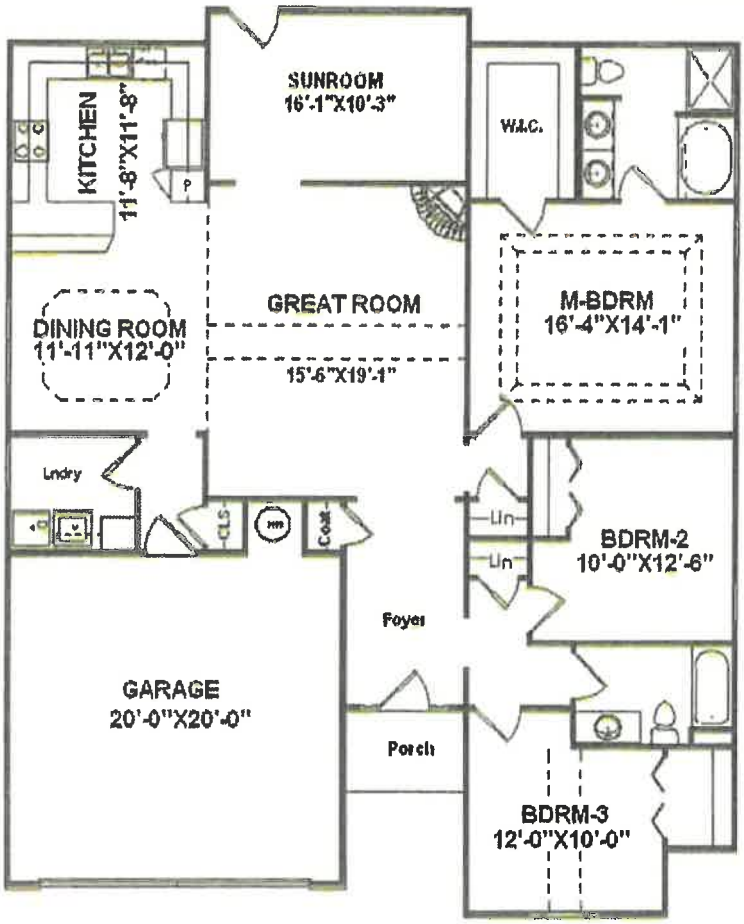
1,716 Heated Sq. Ft.
(43'-2 1/2"X 62'-1

Actual on site construction may vary from rendering

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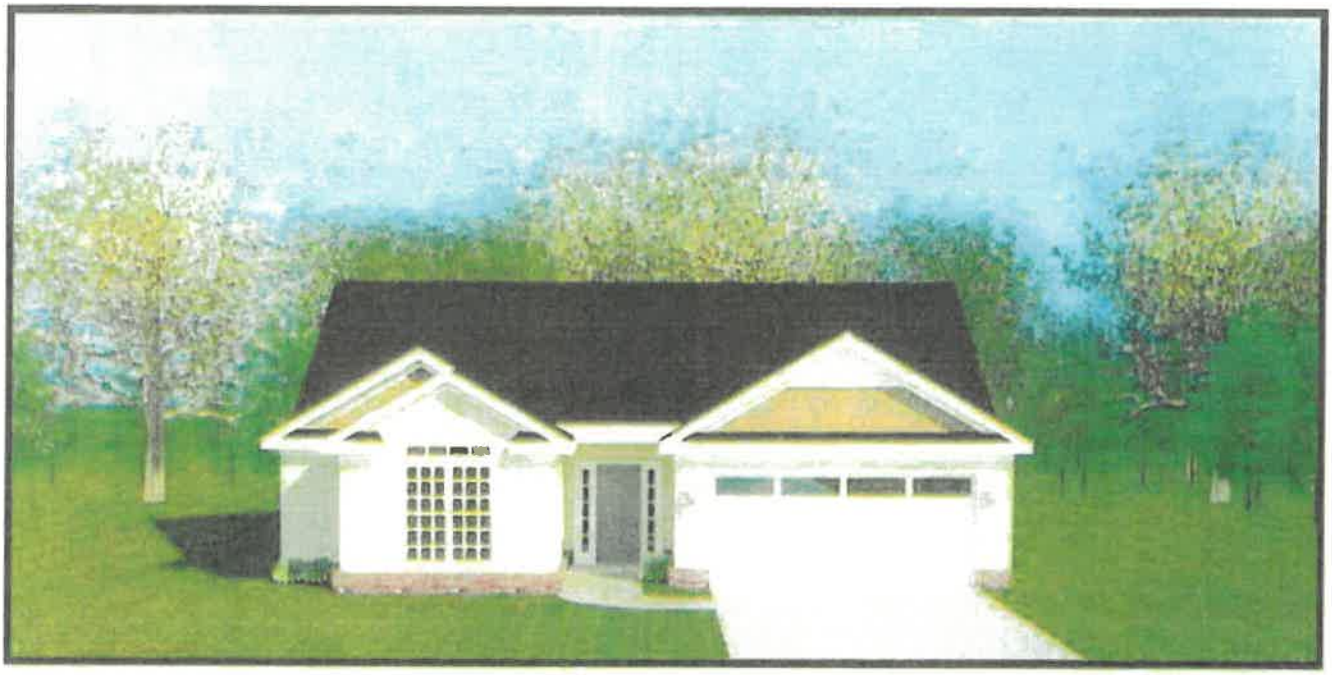
Glenbrooke-II

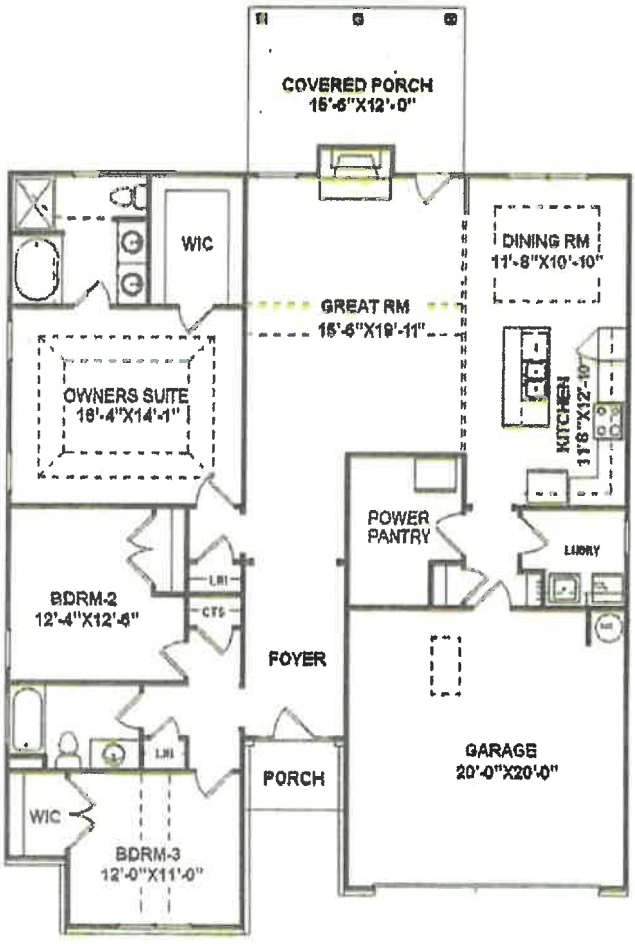
1,841 Heated Sq. Ft.

Actual on site construction may vary from rendering

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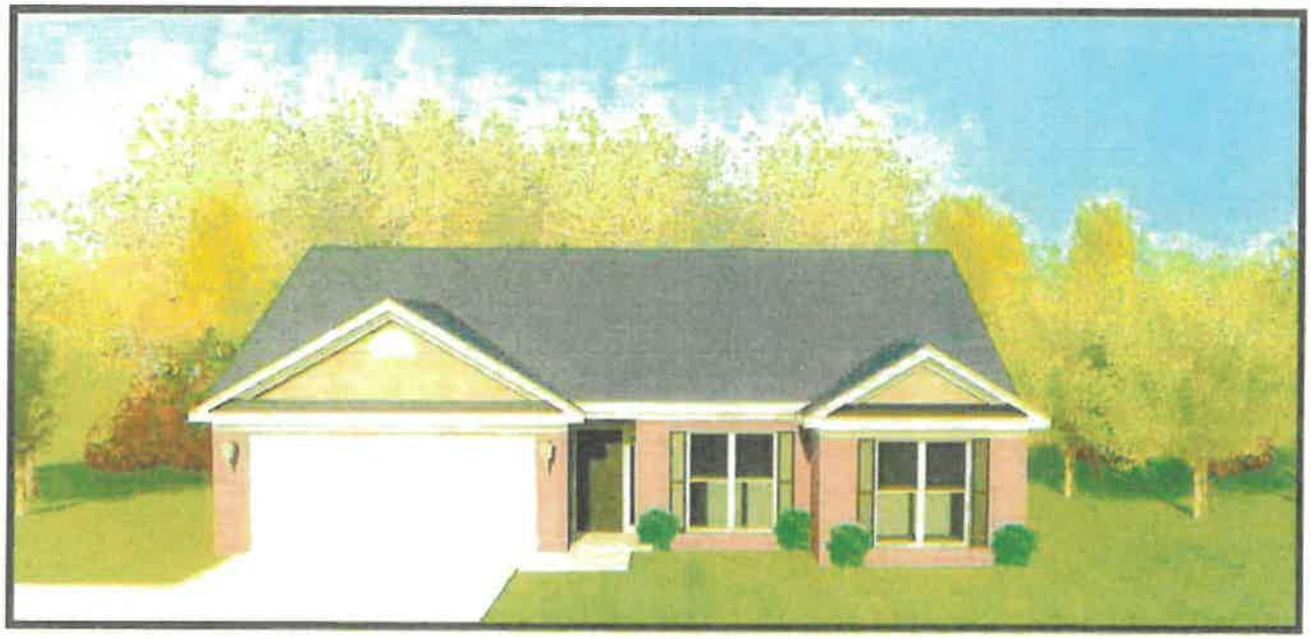
Emmaline

1,862 Heated Sq. Ft.
(44'-8"X67'-1)

Actual on site construction may vary from rendering

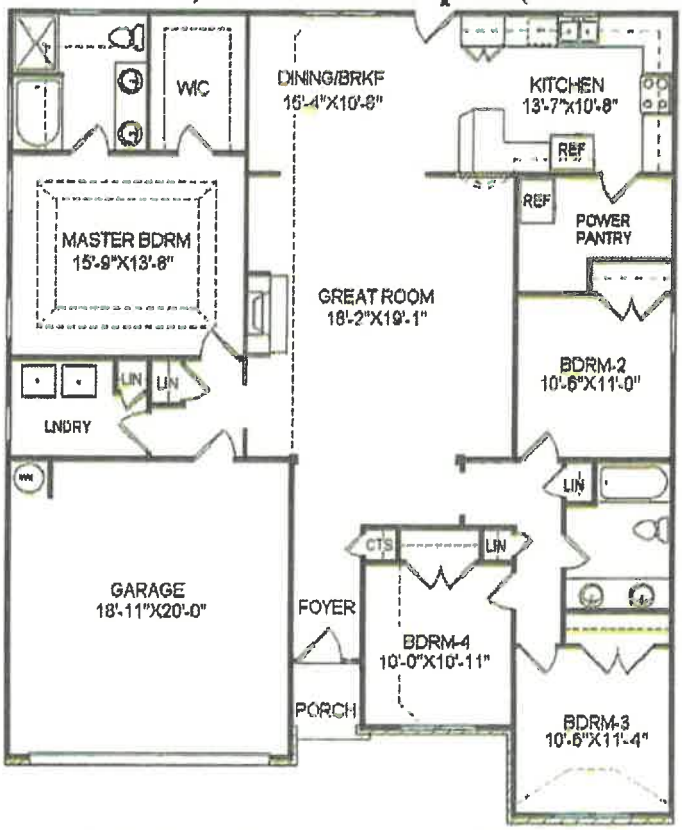
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Homestead-10

1,933 Heated Sq. Ft.(45'-7"x 55'-3 1/2")



Actual on site construction may vary from rendering

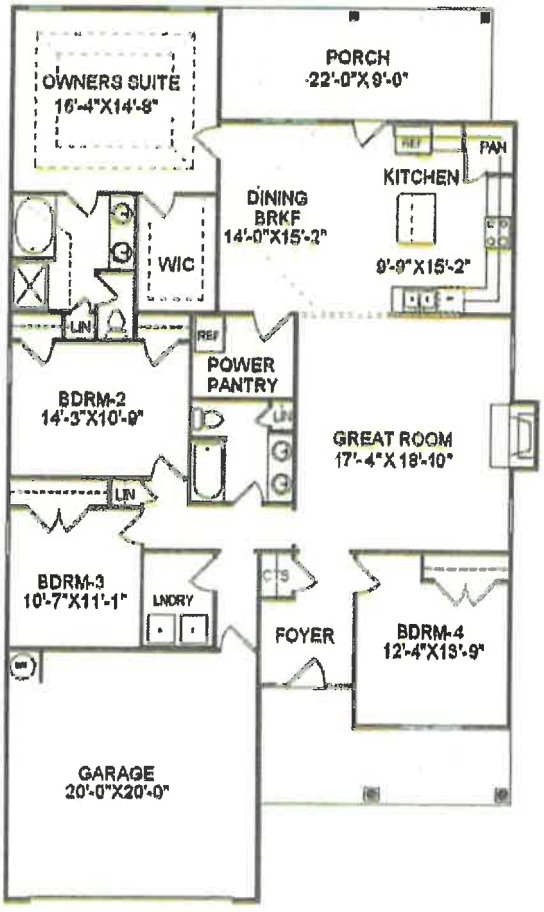
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Wynstone-4

2,013 Heated Sq.Ft.
(43'-0"x72'-3")



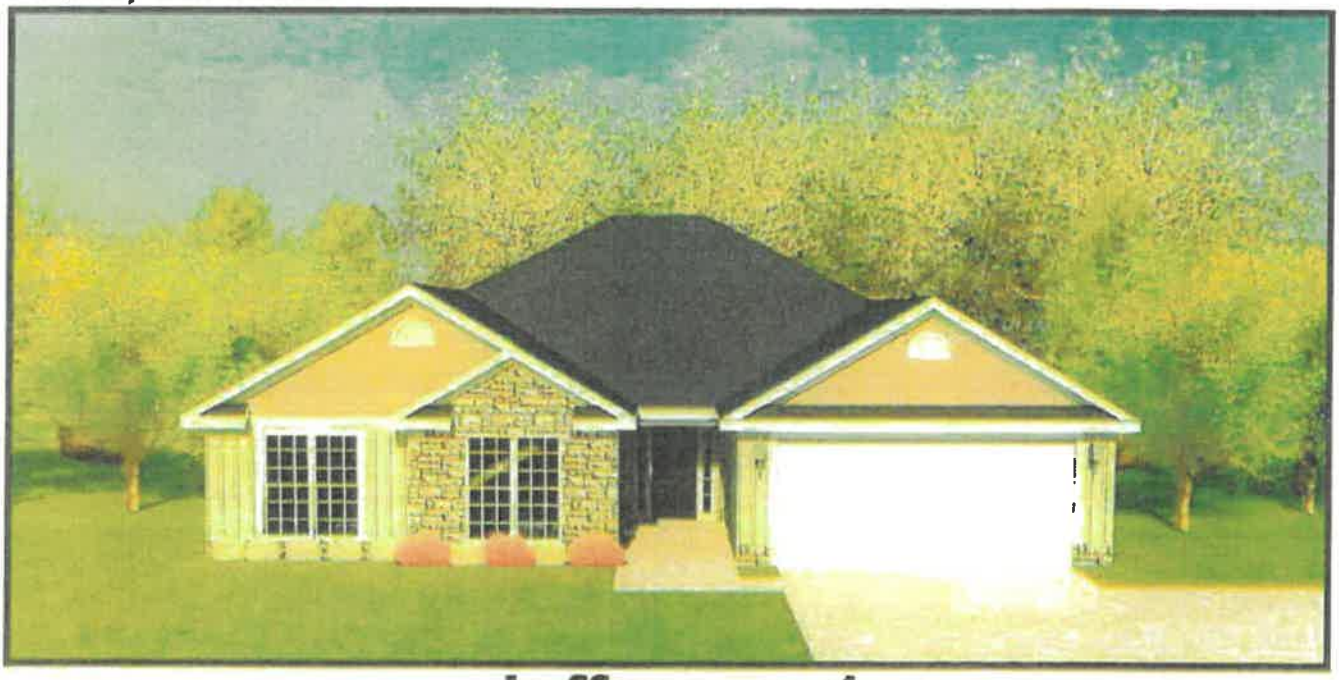
ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

Home Styles

75' Lots

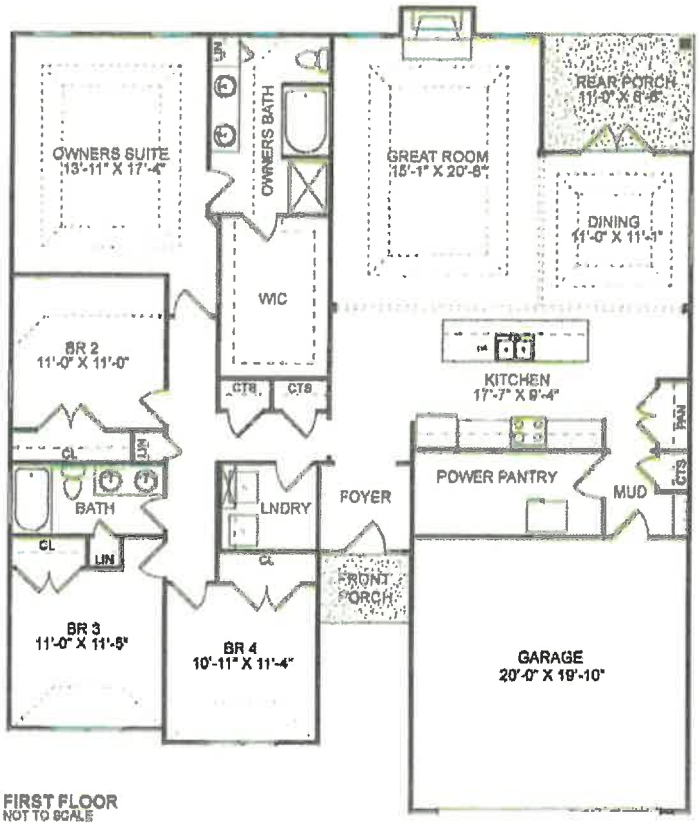
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Jefferson-4

2,103 Heated Sq. Ft.
(50'-0" x 59'-0")

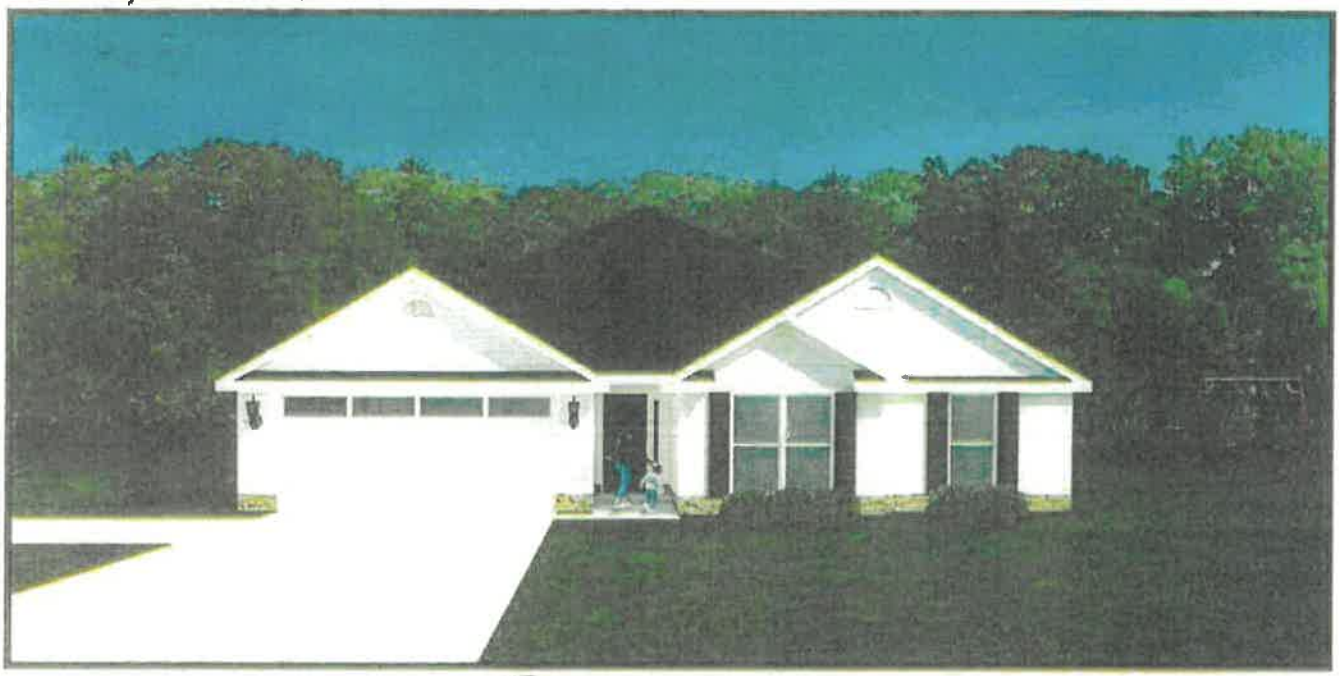


FIRST FLOOR
NOT TO SCALE

ACTUAL ON SITE **CONSTRUCTION MAY VARY FROM RENDERING**

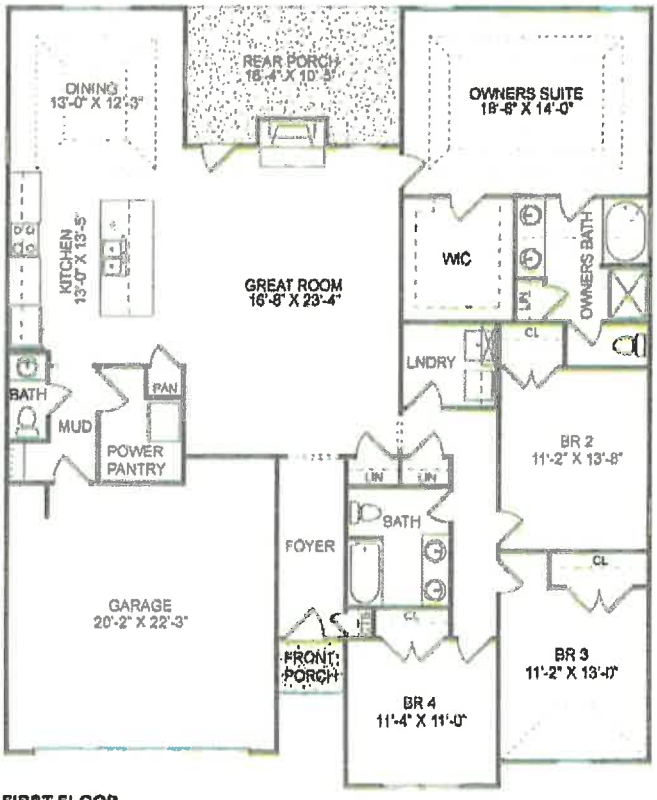
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Greyson-3

2,195 Heated Sq. Ft.
(49'-2 1/2" x 59'-6 1/2")



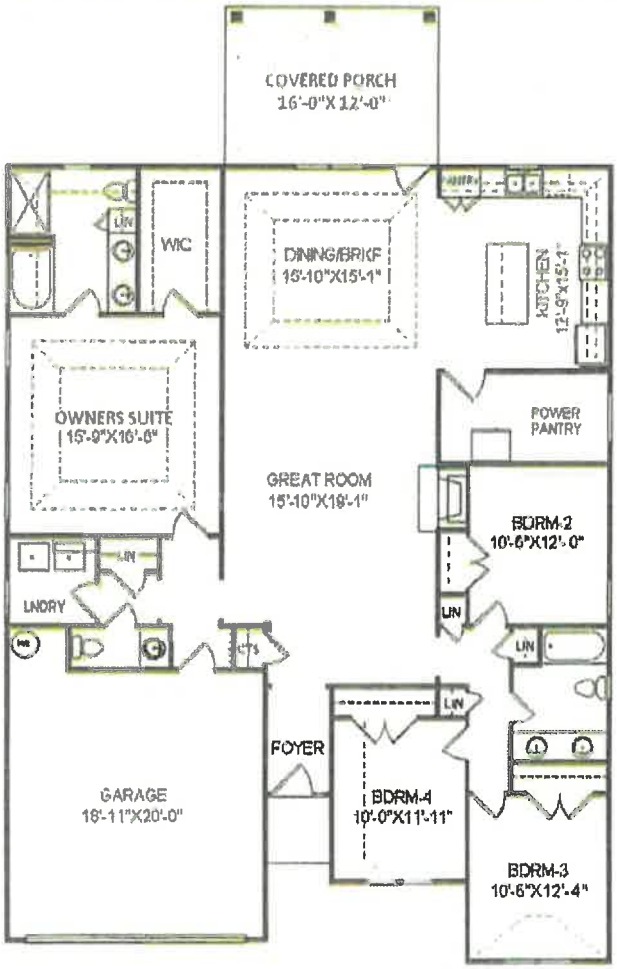
FIRST FLOOR
NOT TO SCALE

ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

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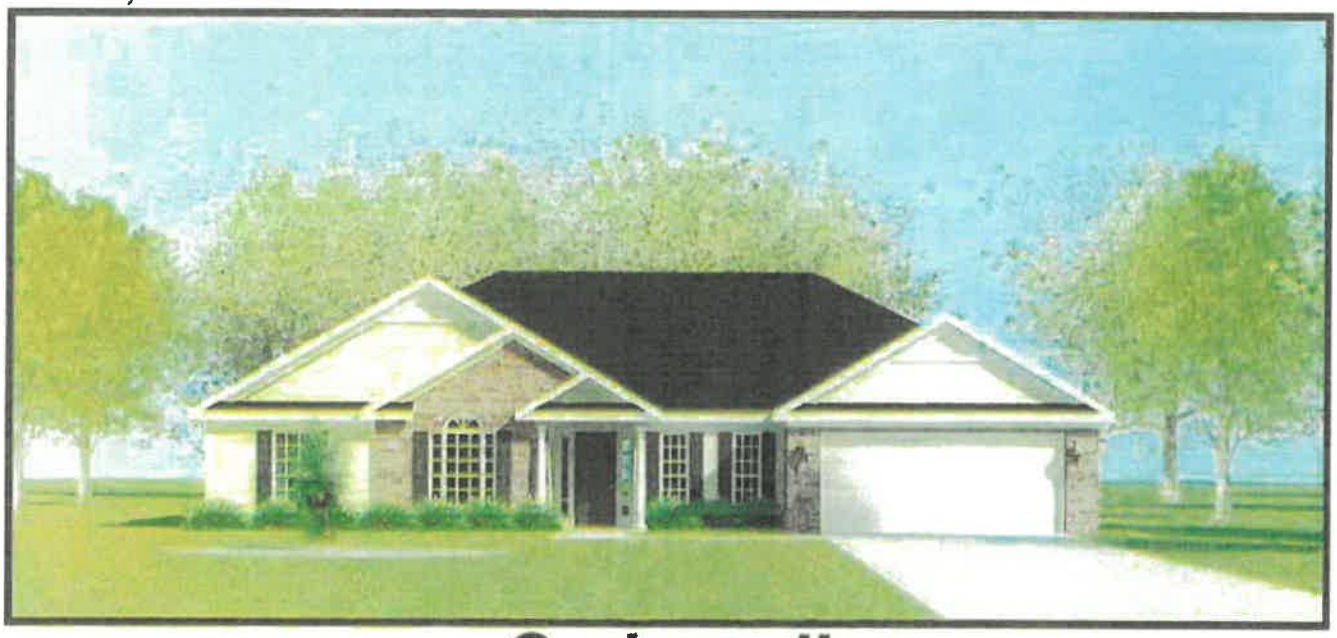
Homestead-11

2,185 Heated Sq. Ft.(45'-7"x 60'-3 1/2")

Actual on site construction may vary from rendering

Bill Beazley Homes Inc.

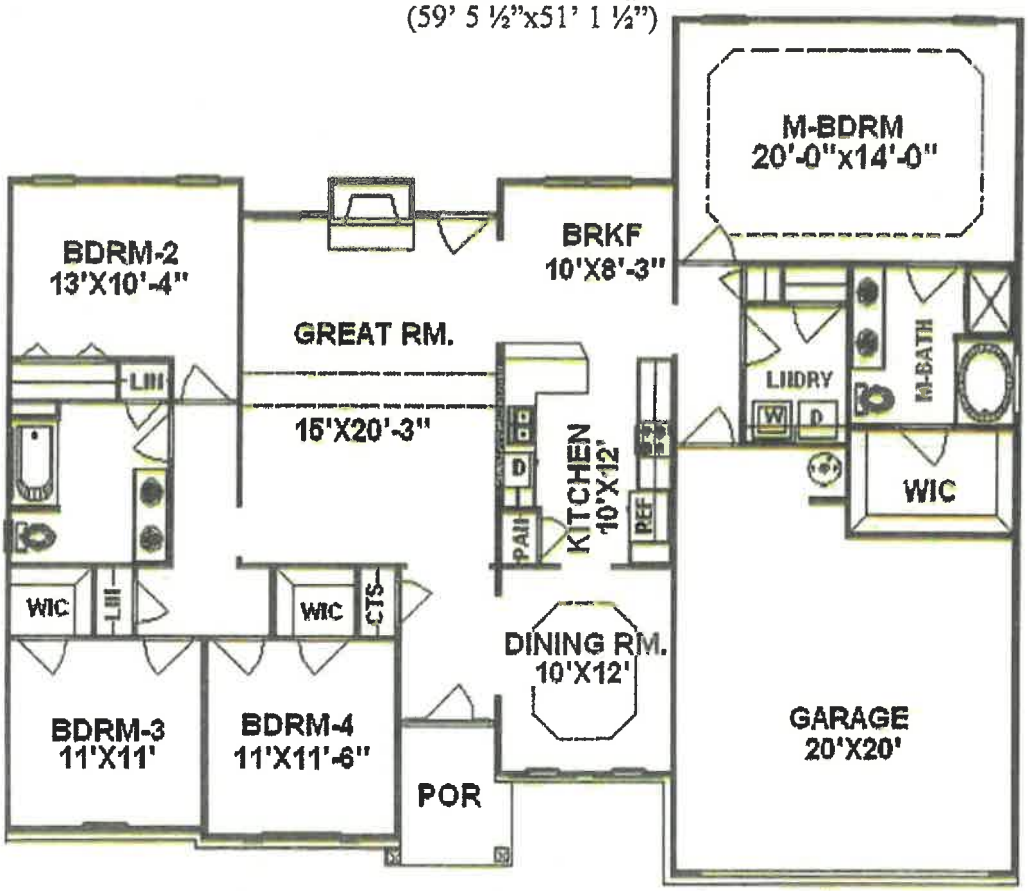
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Carlson-II

2,004 Heated Sq. Ft.

(59' 5 ½"x51' 1 ½")



Actual on site construction may vary from rendering

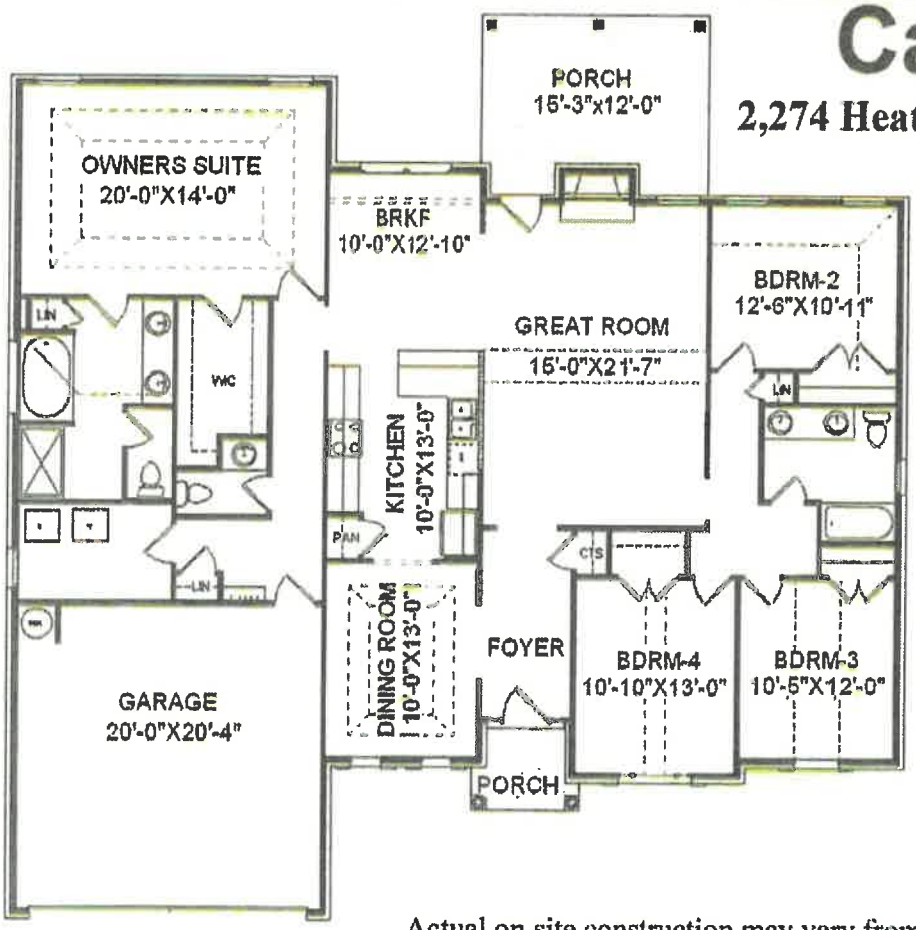
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Carlisle 6

2,274 Heated Sq. Ft. (59'-9"X 56'-6")



Actual on site construction may vary from rendering

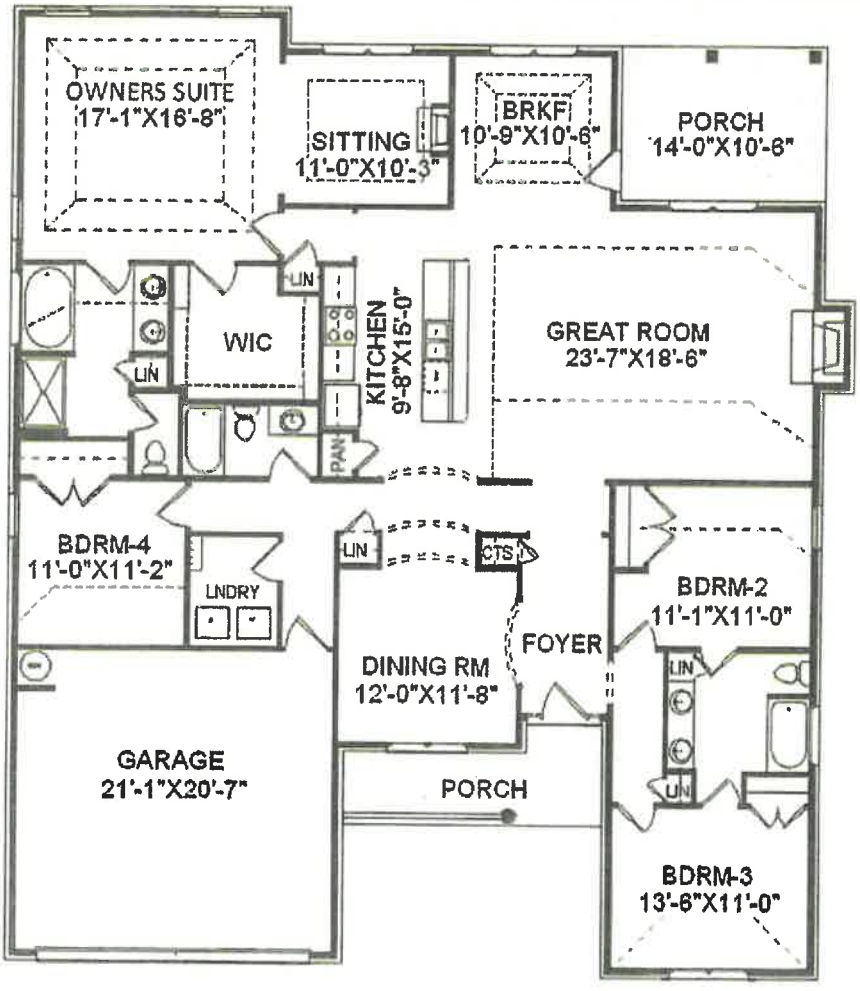
Home Styles

80’ Lots

Bill Beazley Homes Inc.

7009 Evans Town Center Blvd.
Evans, Ga. 30809





Kingston-7

2,622 Heated Sq. Ft.

56'-10"x66'-1 1/2"

Actual on site construction may vary from rendering

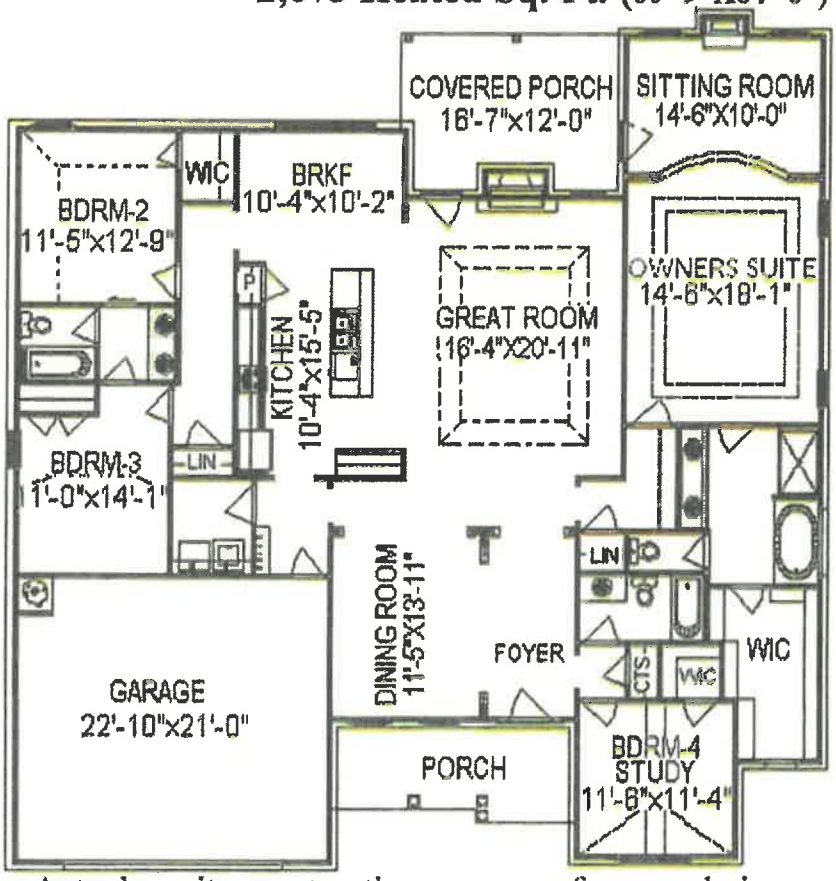
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Castlegate-11

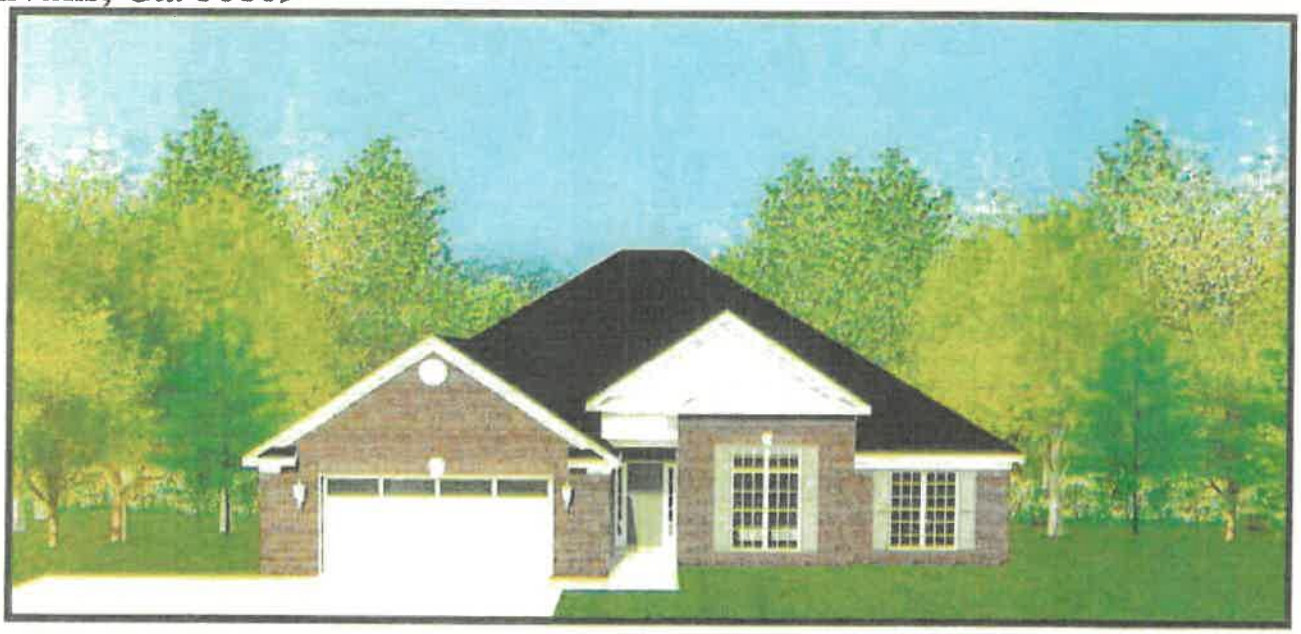
2,673 Heated Sq. Ft. (60'-9"X64'-0")



Actual on site construction may vary from rendering

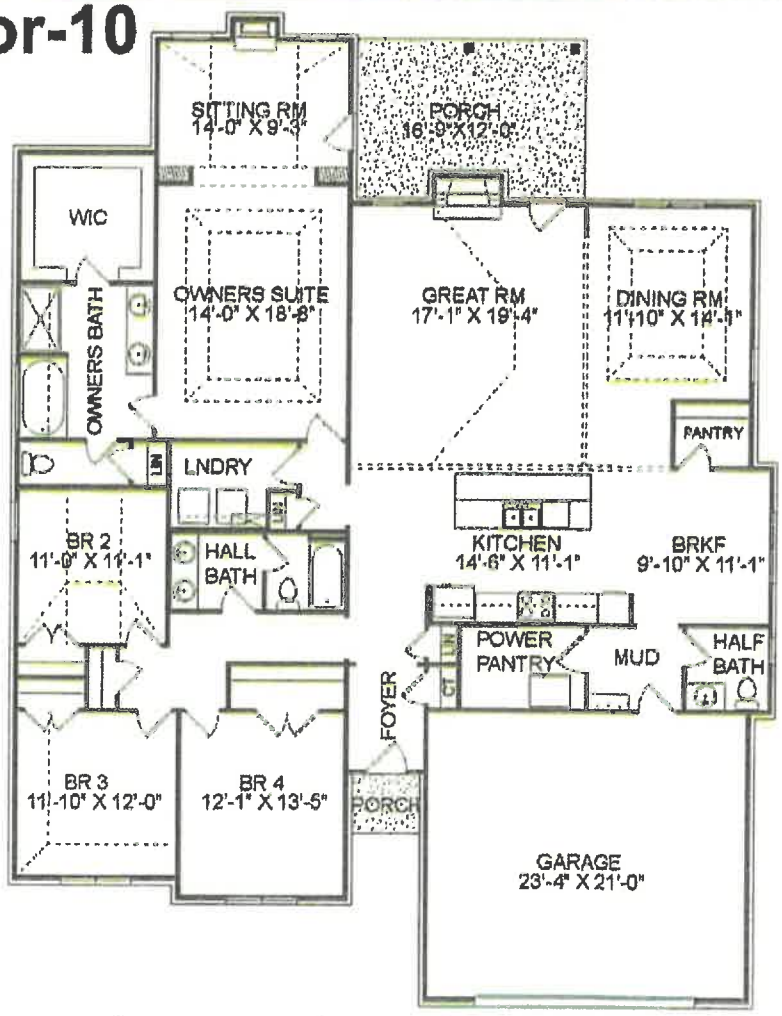
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Stapleton Manor-10

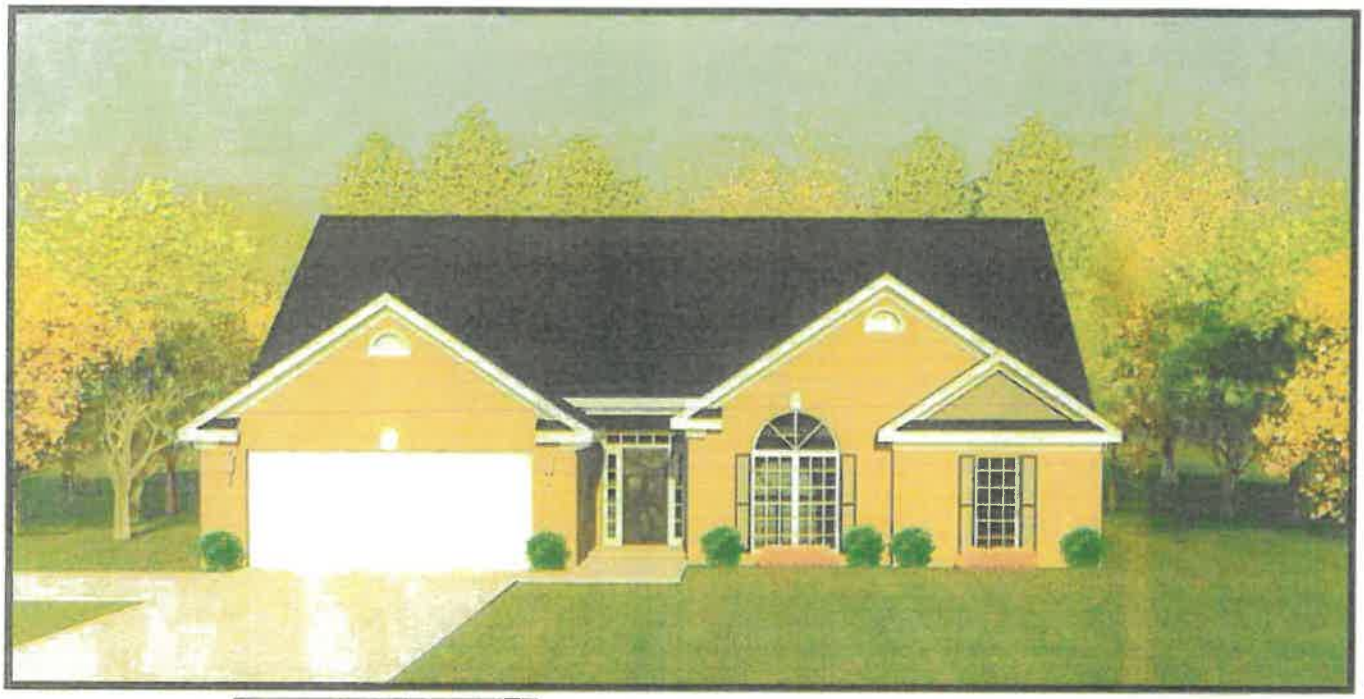
2,722 Heated Sq. Ft.
(56'-9"x 72'-10 1/2"")



Actual on site construction may vary from rendering

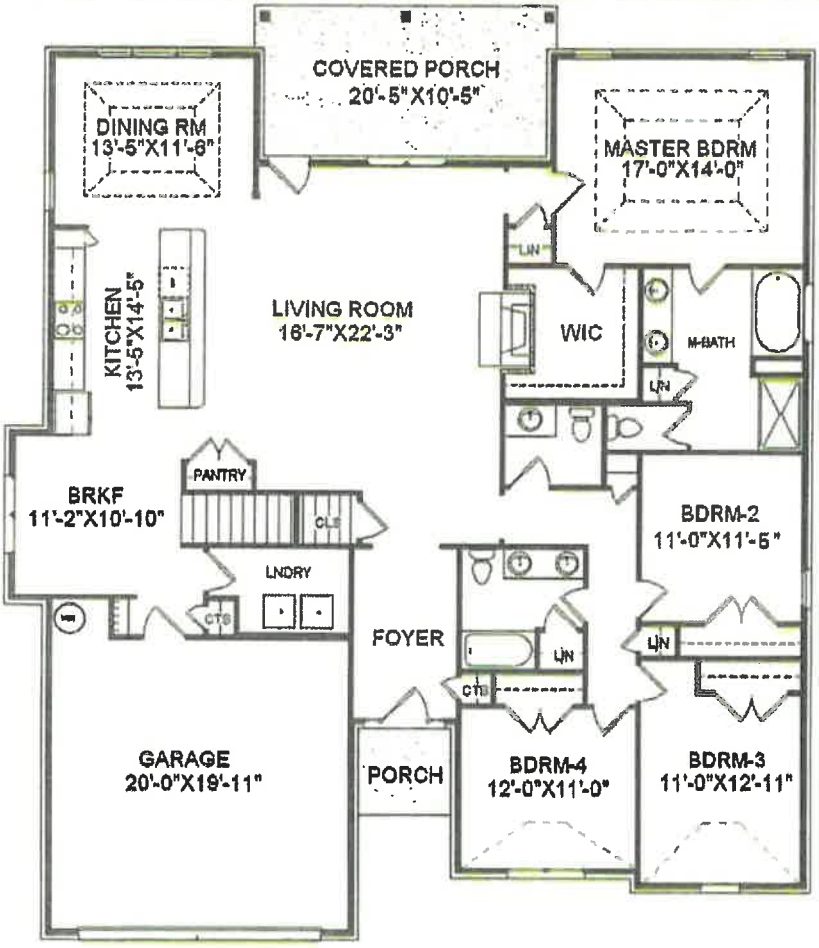
Bill Beazley Homes Inc.

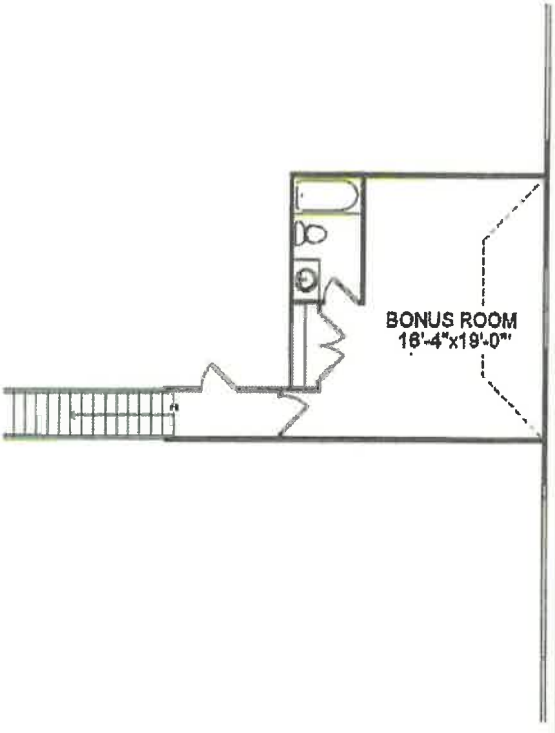
7009 Evans Town Center Blvd.
Evans, Ga. 30809



Greystone-7

2,827 HEATED Sq. Ft.
54'-8 ½"x64'-2"

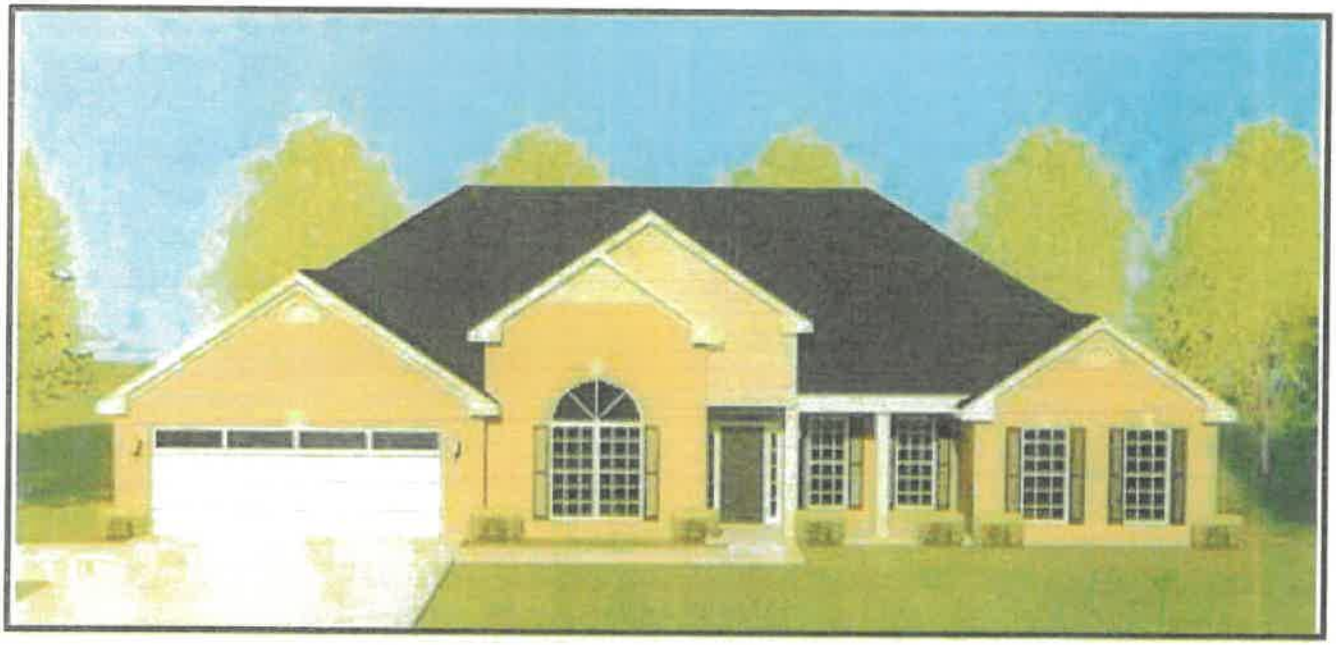




Actual on site construction may vary from rendering

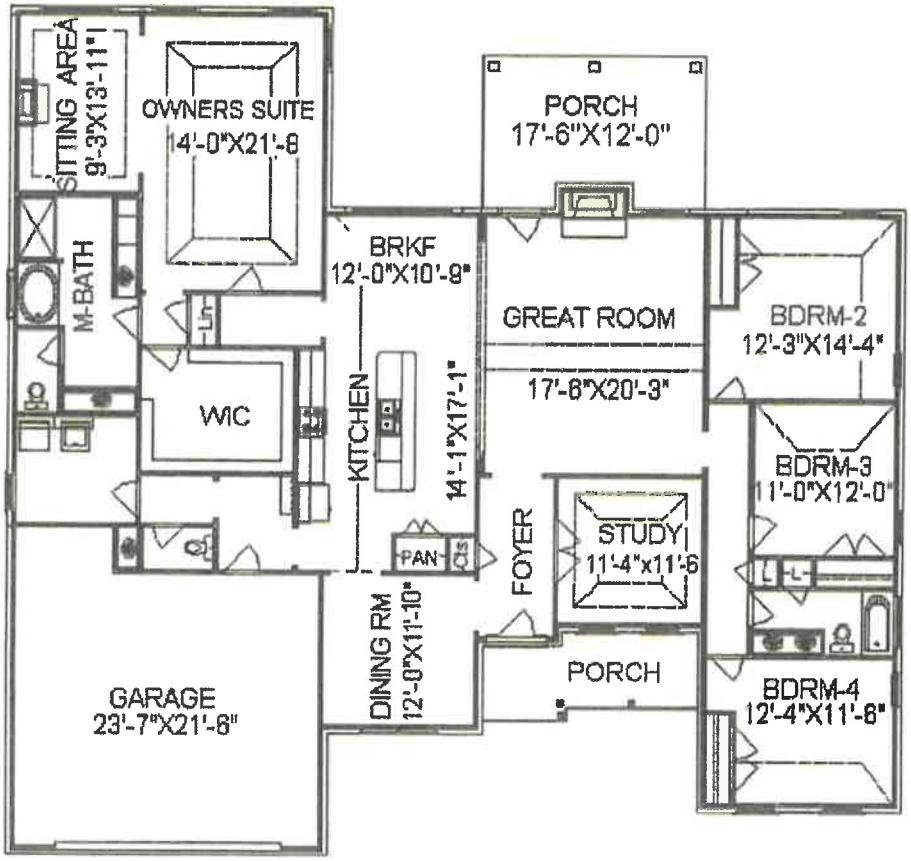
Bill Beazley Homes Inc.

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Evans, Ga. 30809



Richland Manor-X

2,929 Heated Sq. Ft. (69'-11 ½"x66'-8")



Actual on site construction may vary from rendering

Bill Beazley Homes Inc.

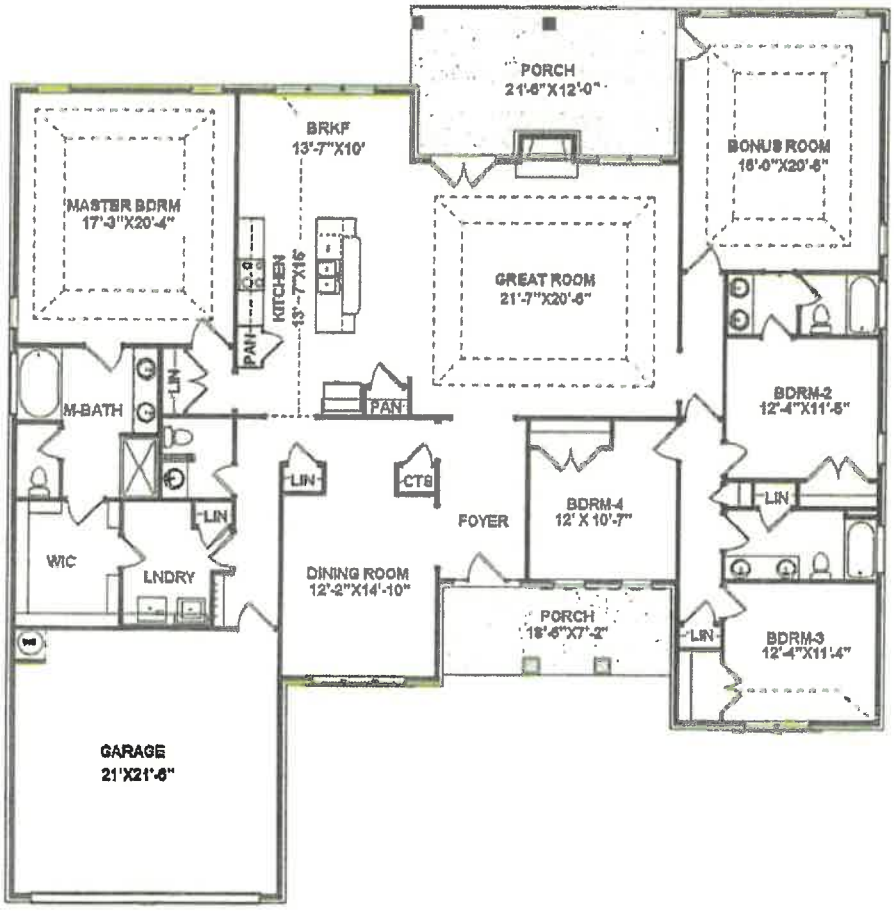
7009 Evans Town Center Blvd.
Evans, Ga. 30809



Hawthorne-9

3,277 Heated Sq. Ft.

(70'-9"X73'-1/4")

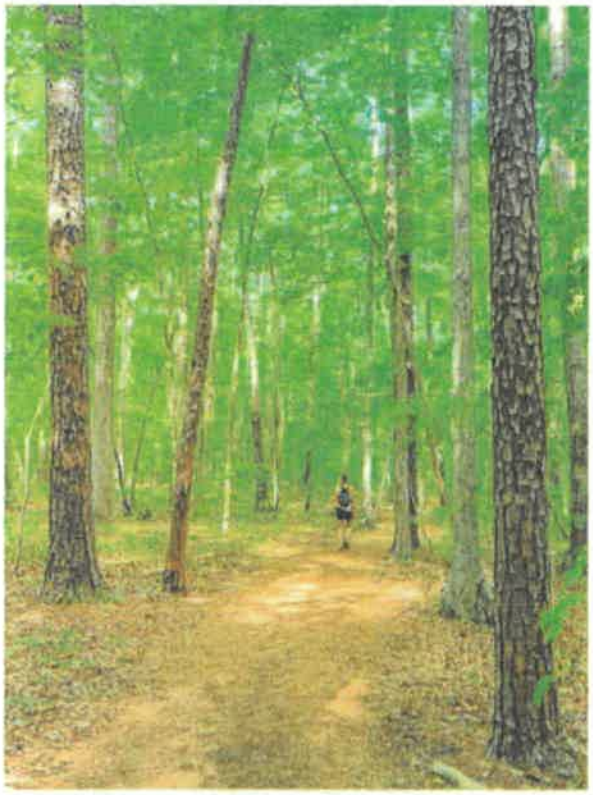


ACTUAL ON SITE CONSTRUCTION MAY VARY FROM RENDERING

Walking Trail Nature Area Concept



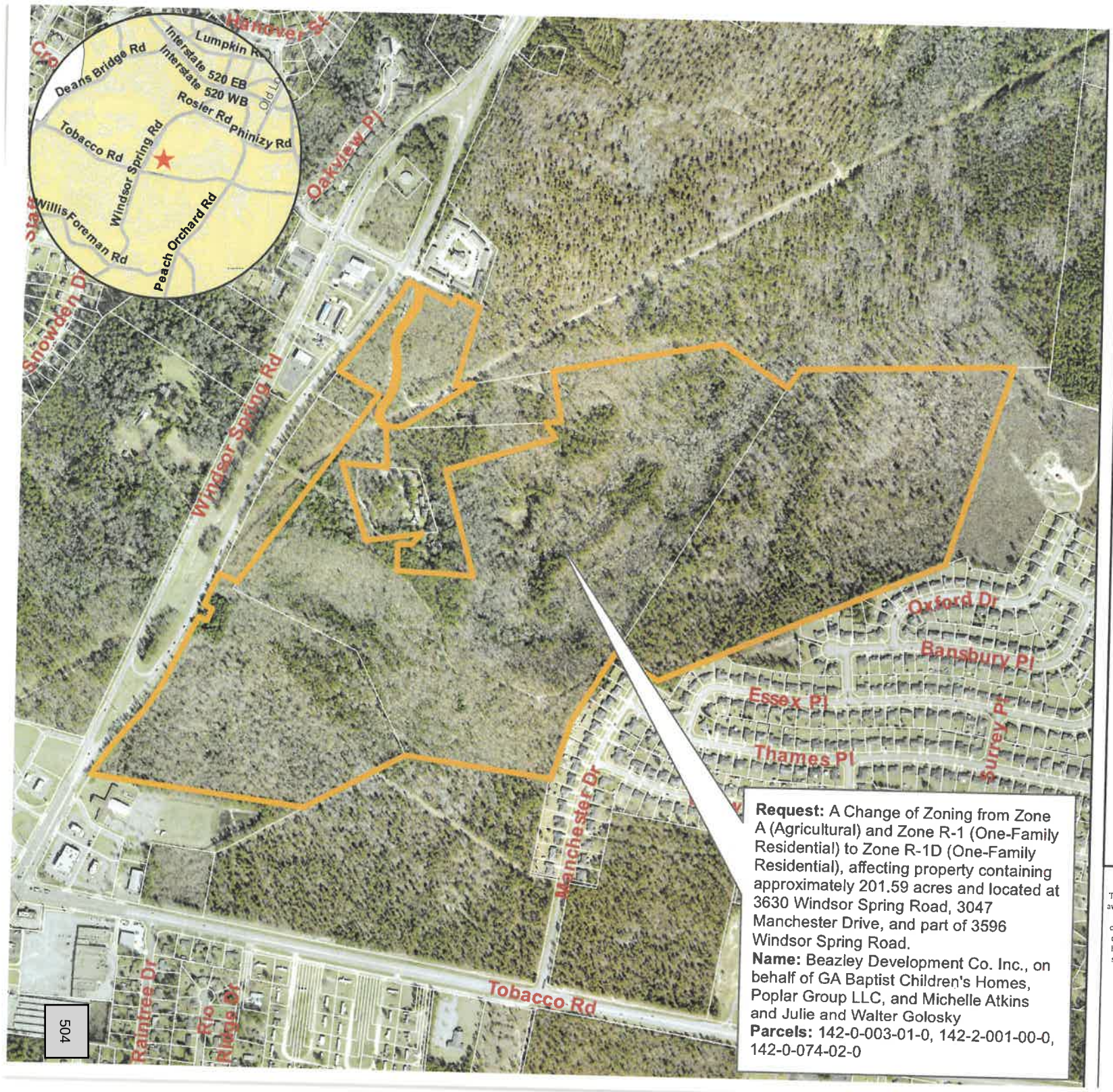












Planning Commission
Z-23-03
January 4, 2022

Multiple addresses

Change of Zoning from A and R-1 to R-1D

Aerial

Legend

Parcels of Interest

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
12/13/2022 bb21255

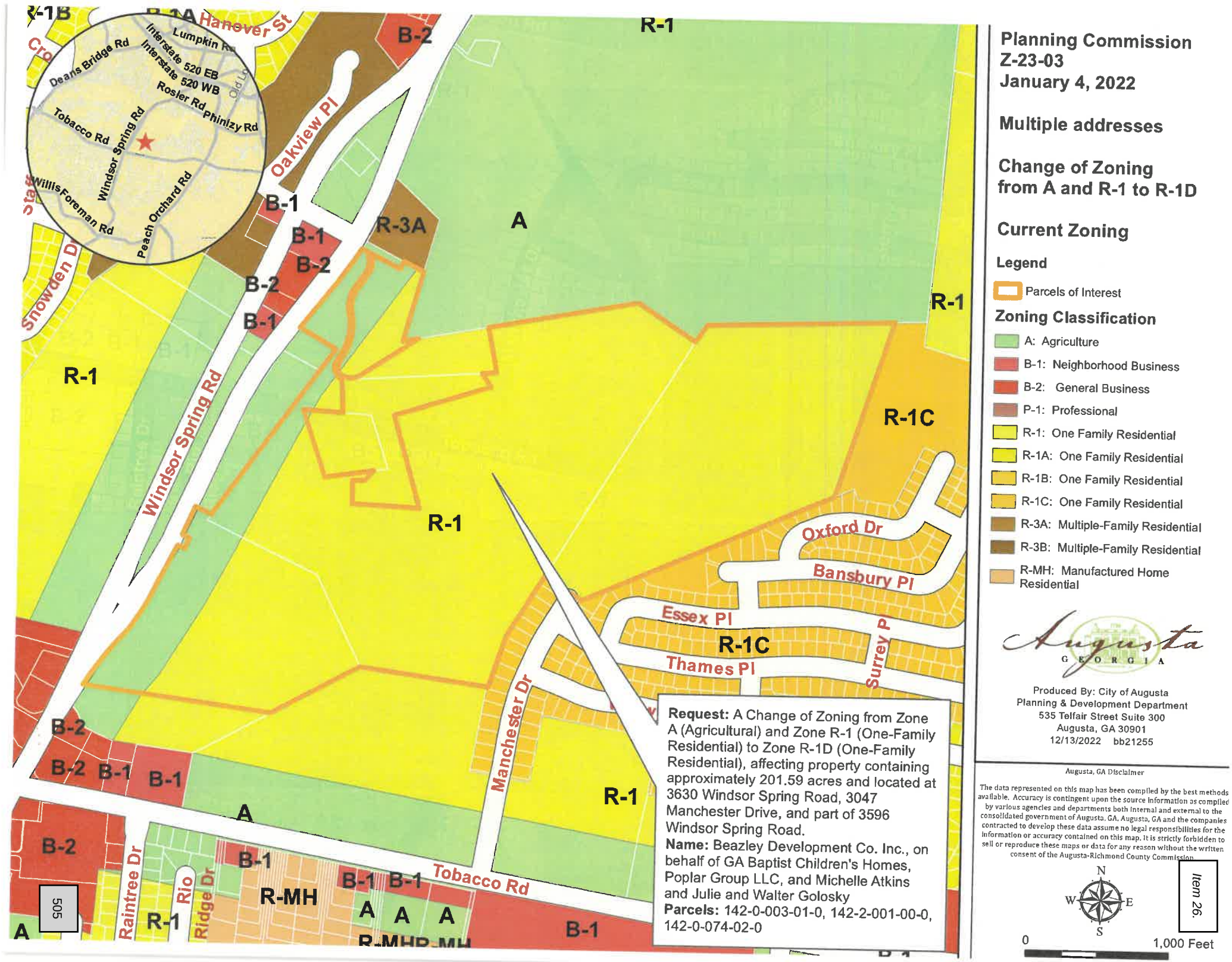
Augusta, GA Disclaimer

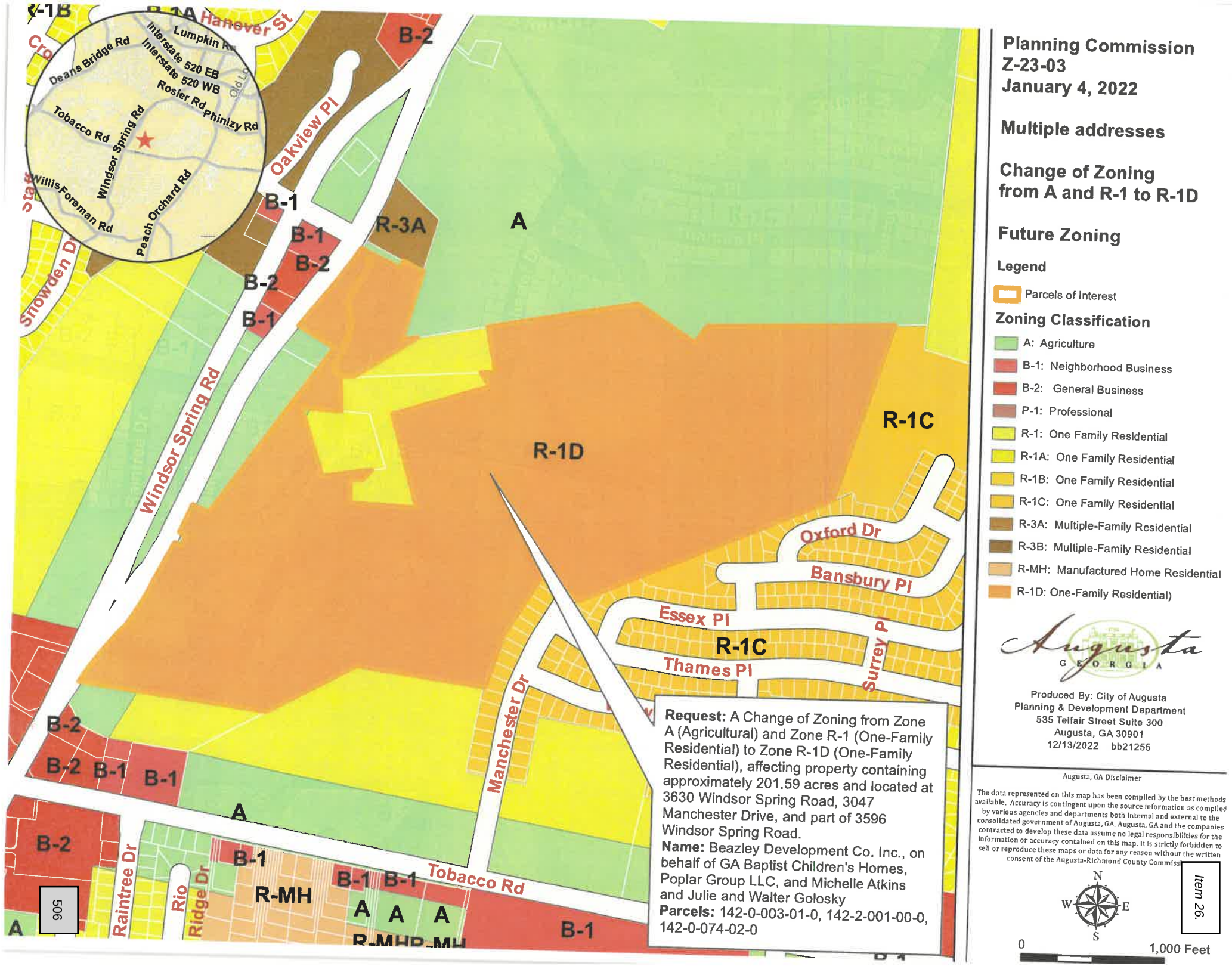
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

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Item 26.


Planning Commission
Z-23-03
January 4, 2022
Multiple addresses
Change of Zoning
from A and R-1 to R-1D
Current Zoning
Legend
Parcels of Interest
Zoning Classification
A: Agriculture
B-1: Neighborhood Business
B-2: General Business
P-1: Professional
R-1: One Family Residential
R-1A: One Family Residential
R-1B: One Family Residential
R-1C: One Family Residential
R-3A: Multiple-Family Residential
R-3B: Multiple-Family Residential
R-MH: Manufactured Home Residential
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
12/13/2022 bb21255
Request: A Change of Zoning from Zone A (Agricultural) and Zone R-1 (One-Family Residential) to Zone R-1D (One-Family Residential), affecting property containing approximately 201.59 acres and located at 3630 Windsor Spring Road, 3047 Manchester Drive, and part of 3596 Windsor Spring Road.
Name: Beazley Development Co. Inc., on behalf of GA Baptist Children's Homes, Poplar Group LLC, and Michelle Atkins and Julie and Walter Golosky
Parcels: 142-0-003-01-0, 142-2-001-00-0, 142-0-074-02-0
Windsor Spring Rd
Oakview Pl
Hanover St
Manchester Dr
Tobacco Rd
Oxford Dr
Bansbury Pl
Essex Pl
Thames Pl
Surrey P
Raintree Dr
Rio Ridge Dr
Snowden D
Dearis Bridge Rd
Interstate 520 EB
Interstate 520 WB
Rosier Rd
Phinizy Rd
Tobacco Rd
Windsor Spring Rd
Willis Foreman Rd
Peach Orchard Rd
Augusta, GA Disclaimer
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Item 26.
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Planning Commission
Z-23-03
January 4, 2022
Multiple addresses
Change of Zoning
from A and R-1 to R-1D
Future Zoning
Legend
Parcels of Interest
Zoning Classification
A: Agriculture
B-1: Neighborhood Business
B-2: General Business
P-1: Professional
R-1: One Family Residential
R-1A: One Family Residential
R-1B: One Family Residential
R-1C: One Family Residential
R-3A: Multiple-Family Residential
R-3B: Multiple-Family Residential
R-MH: Manufactured Home Residential
R-1D: One-Family Residential)
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
12/13/2022 bb21255
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1,000 Feet
Item 26.
Request: A Change of Zoning from Zone A (Agricultural) and Zone R-1 (One-Family Residential) to Zone R-1D (One-Family Residential), affecting property containing approximately 201.59 acres and located at 3630 Windsor Spring Road, 3047 Manchester Drive, and part of 3596 Windsor Spring Road.
Name: Beazley Development Co. Inc., on behalf of GA Baptist Children's Homes, Poplar Group LLC, and Michelle Atkins and Julie and Walter Golosky
Parcels: 142-0-003-01-0, 142-2-001-00-0, 142-0-074-02-0
Interstate 520 EB
Interstate 520 WB
Lumpkin Rd
Dearis Bridge Rd
Rosier Rd
Phinizy Rd
Tobacco Rd
Windsor Spring Rd
Willis Foreman Rd
Peach Orchard Rd
Oakview Pl
Hanover St
Windsor Spring Rd
Manchester Dr
Oxford Dr
Bansbury Pl
Essex Pl
Thames Pl
Surrey P
Tobacco Rd
Raintree Dr
Rio Ridge Dr
Snowden D
506
A
R-1D
R-1C
R-3A
R-MH
B-1
B-2

Public Service

January 31, 2023

Alcohol Application

Department:	Planning & Development
Presenter:	Julietta H. Walton-Business License & Customer Service Manager
Caption:	New Ownership: A.N. 23-05: A request by Upendra Brahmbhatt for a retail package Beer & Wine License to be used in connection with Avyan Investment, Inc located at 601 Bransford Rd. District 3 Super District 9.
Background:	This is an Existing Location.
Analysis:	The applicant meets the requirements of The City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a fee of $1,330.00
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Case Number: A.N. 23-05

Application Type: Retail Package Beer & Wine

Business Name: Avyan Investment, Inc

Hearing Date: January 31, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

---

Applicant: *Upendra Brahmbhatt*

Property Owner: Richmond Realty Holdings LLC

Address of Property: 601 Bransford Rd

Tax Parcel #: 025-3-123-00-0

Commission District: District: 3 Super District: 10

Background: New Ownership

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-1 (Neighborhood Business) Zone
- D**istance Requirements**: The proposed location for retail package Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character**. The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws**. If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business**. If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.
- **Location**. The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.

- **The proposed location is an Existing Location.**

- **Number of licenses in a trading area**. The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing**. If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license**. If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors**. Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents**. Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation**. The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a fee of $1,330.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.
The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

Augusta-Richmond County
1815 Marvin Griffin Road
Augusta, GA 30906

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Avyan Investment Inc
2. Business Address 601 Bransford Rd,
3. City Augusta State GA Zip 30909
4. Business Phone (____) 404-483-4804 Home Phone (_____) _____
5. Applicant Name and Address: Upendra Brahmbhatt
   3145 Shady Woods Cir, Lawrenceville, GA, 30044
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) Upendra Brahmbhatt
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
    (✓) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 11/10/2022
12. Mailing Address: 601 Bransford Rd, Augusta, GA, 30909
    Name of Business Avyan Investment Inc
    Attention Upendra Brahmbhatt
    Address 601 Bransford Rd
    City/State/Zip Augusta, GA, 30909
13. Ownership Type: (X) Corporation ( ) Partnership ( ) Individual
14. Corporate Name: Avyan Investment Inc
    List name and other required information for each person having interest in this business.

Name	Position	SSNO #	Address	Interest
Upendra Brahmbhatt	Owner		3145 Shady Woods Cir, Lawrenceville, GA, 30044	100%

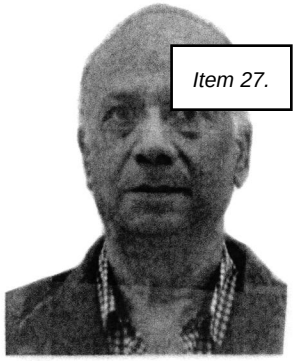
15. What type of business will you operate in this location?
    ( ) Restaurant ( ) Lounge ( ) Convenience Store
    ( ) Package Store (X) Other: GAS STATION AND CONVENIENECE STORE

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		✓	✓		
Consumption on Premises					
Wholesale					

Total License Fee: $_____
Prorated License Fee: (After July 1 ONLY) $_____

16. Have you ever applied for an Alcohol Beverage License before: NO
    If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ( ) Yes (✓) No If so, please initial. UB

? INIAL UB



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.

19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (✓) No
If yes, give full details: _____

20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance? (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs.) All other charges must be included, even if they are dismissed. ( ) Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition.

21. List owner or owners of building and property.
Richmond Realty Holding LLC

22. List the name and other required information for each person, firm or corporation having any interest in the business.
Upendra Brahmbhatt -Owner

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A.) Church _____ C.) School _____
B.) Library _____ D.) Public Recreation _____

24. State of Georgia, Augusta-Richmond County, I, Upendra Brahmbhatt
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.

U. Brahmbhatt
Applicant Signature

25. I hereby certify that UPENDRA BRAHMBHATT is personally known to be, that he/she signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 29TH day of NOV, in the year 2022

N JIWANI
COBB County
My Commission Expires
January 27, 2023
Notary Public

FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____ (Approved, Disapproved) the forgoing application.

_____ _____
Administrator Date

Commission Meeting

Meeting Date: 02/07/2023

HCD_ U.S. Department of Housing and Urban Development (HUD) ~ Office of Lead Hazard Control and Healthy Homes Grant Acceptance Approval Request

---

Department: Housing and Community Development

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to **consider** for approval the following: **(Requested by IA Takiyah Douse)**

a) ratify a) HUD Form 1044, b) HUD Administrative Verification Form, c) Mayoral Match Letter of Support, and the Mayor's execution thereof

b) approve Augusta, Georgia's receipt of $3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH)

c) allow HCD to move forward with implementation of administrative verification form,

d) allow HCD to hire three (3) additional FT staff persons (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees,

e) instruct Finance department to add available funding to HCD's budget for immediate use and implementation.

Background: On October 5, 2022, the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded $3,960,000 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as part of the record investment of $126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards.

The OLHCHH grant includes $3,560,000.00 in Lead-Based Paint Hazard Reduction Grant funding and $400,000.00 in HUD's Healthy Homes Supplemental funding. A ten percent match commitment is required for this program by statute 42 U.S.C. 4852. In partnership with Medical Associates Plus (MAP), one of Augusta's premier healthcare providers focused is providing access to care for low-income persons and child health, HCD achieved the match requirement by committing $376,688.54 (Augusta, Georgia $157,549.79 in-kind goods and services commitment / MAP $219,118.75 in-kind goods and services commitment).

The Lead-Based Paint Hazard Reduction Program grants include $13,051,392 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards and lead-based paint hazards.

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk. However, 1.7 million children have blood lead levels above safe limits, primarily due to exposure to lead-based paint hazards.

A federal HUD grant aims to reduce these Augusta numbers. Through the administration of these funds, HCD will remediate 90 properties furthering the enhancement and stabilization of Augusta's housing stock.

HUD has reviewed and approves HCDs administrative verification funding usage form as substantiated with their deliverance and signature of the enclosed HUD Assistance Award Form 1044.

Analysis: The program will provide services to families that reside in the Augusta, Georgia-Richmond County area, who may be affected by lead-based paint hazards & other housing-related health issues; assist in the prevention of lead poisoning through education, training, and community outreach; offer technical and financial assistance while providing a safe and controlled means of lead hazard control & healthy homes remediation in residential dwelling units occupied by low-income households (annual household income cannot exceed 80% of the area median income (AMI) as determined by HUD).

Financial Impact: Allocation of $3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes.

Alternatives: Do not approve HCDs Approval Request

Recommendation: Motion to…

a) ratify a) HUD Form 1044, b) HUD Administrative Verification Form, c) Mayoral Match Letter of Support, and the Mayor’s execution thereof

b) approve Augusta, Georgia’s receipt of $3,960,000 from the U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH)

c) allow HCD to move forward with implementation of administrative verification form,

d) allow HCD to hire three (3) additional FT staff persons (concurrent with the term of grant)/provide supplemental pay (where applicable) for all affected employees,

e) instruct Finance department to add available funding to HCD’s budget for immediate use and implementation.

Funds are available in the following accounts: U.S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes

Note: Lead Hazard Grant is 100% supported by this grant (no additional funding needed).

REVIEWED AND APPROVED BY: N/A

January 31, 2023

Re: HUD Notice of Funding Opportunity LHR Grant Program: FR-6500-N-13

To Whom It May Concern:

In response to the Notice of Funding Opportunity Lead-Based Paint Hazard Reduction Grant and Healthy Homes Supplemental Funding, the Office of the Mayor for Augusta, Georgia, expresses our commitment to creating safe and healthy housing for all families in Augusta, Georgia.

To ensure the success of the Augusta, Georgia, Lead-Based Paint Hazard Reduction Grant Program (LBPHRG), the Office of the Mayor gladly support this proposal and commit to the below services as an in-kind contribution:

- $157,549.79 as a match for all eligible uses required for the Lead-Based Paint Hazard Reduction submission.
    - Housing and Community Development Department Director: Hawthorne Welcher, Jr., *(Salary and Fringe = $61,065)*
    - Housing and Community Development Department Deputy Director (LBPHRG Program Director): Shauntia Lewis *(Salary and Fringe = $48,241)*
    - Housing and Community Development Department Planning Manager: Sonya Johnson *(Salary and Fringe = (Salary and Fringe = $15,889)*
    - Housing and Community Development Department Accounting Coordinator: Tammie Abrams *(Salary and Fringe =$29,035)*
    - Housing and Community Development Department Interim Fiscal Officer (LBPHRG Program Fiscal Officer): Arnold Pierce *(Salary and Fringe =$3,317)*

- Utilizing cost-effective lead hazard control methods and approaches that ensure the long-term safety of the building occupant.

- Establish and implement a detailed process of monitoring and ensuring that federal requirements of the grant, units are made lead-safe, units are affirmatively marketed, and priority is given to families with children under the age of six years for not less than four years.

- Conducting targeted outreach, affirmative marketing, education, or outreach programs on lead hazard control and lead poisoning prevention designed to increase the ability of the applicant to deliver the specified lead hazard control services through this program, including educating owners of eligible rental properties, tenants, and others on the benefits and expectations of participating in this program provided by Title X of the Residential Lead-Based Paint Hazard Reduction Act.

In addition, we will work with HCD and other local agencies to conduct projects in support of the U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes initiative.

Sincerely,

Garnett L. Johnson
Mayor

OFFICE OF LEAD HAZARD CONTROL AND HEALTHY HOMES

Office of Lead Hazard Control and Healthy Homes

Verification of Administrative Costs During Negotiations

Budget Categories	Description of the Activity	HUD Share Total	HUD Share Admi	HUD Share Direct
1. Personnel (Direct Labor)	This is the total cost for the list of staff member who will work on the grant for the four year period. The City of Augusta work week is 37.5 hours per pay period. Our annual FTE Hours is 1950 at 7800 for four years. The Hourly pay for the Inspectors, Program Mananger, and Fiscal Officer is considered supplemental pay	$680,394.00	$193,050.00	$487,344.00
2. Fringe Benefits	These are the benefits included with the listed salaries. The fringe benefits includes LTD, Life Insurance, Retirement, Health Insurance (City Portion), FICA & Medicare (City Portion)	$196,293.67	$55,694.92	$140,598.74
3. Travel	This cost includes airfare for out-of-state travel associated with attending eight required HUD Conferences which also includes fairs for taxi rides.	$78,745.13	$41,112.00	$0.00
4. Equipment		$16,380.00	$0.00	$0.00
5. Supplies and Materials		$17,136.00	$0.00	$0.00
6. Consultants		$0.00	$0.00	$0.00
7. Contract and Sub-Grantees		$2,495,982.80	$0.00	$2,299,503.80
8. Construction		$0.00	$0.00	$0.00
9. Other Direct Costs	This administrative cost will consit of providing Community training and workshops, Public Information, Printing, and Postage. This cost will also be used for license, renewals and certification cost and marketing expense from our third party marketing firm provider	$75,068.40	$52,534.20	$0.00
10. Indirect Costs		$0.00	$0.00	$0.00
	Total:	$3,560,000.00	$342,391.12	$2,927,446.54
	Percentage of HUD Share Total:	100%	10%	82.23%

The Authorizing Official and the Fiscal Staff Official (person) shall certify this form that the Administrative Costs do not exceed the 10% Administrative Cost limit on the revised PART 3 - Financial Reporting - Administrative Costs Summary.

Authorizing Official Signature: _____

Fiscal Staff Official Signature: Arnold R. Pierce

Office of Lead Hazard Control and Healthy Homes

HHP Direct Cost Breakdown

Budget Category	Description/Activity	Total Expense Dollar Amount
1. Personnel (Direct Labor)	This is the total cost for the list of staff member who will work on the grant for the four year period. The City of Augusta work week is 37.5 hours per pay period. Our annual FTE Hours is 1950 at 7800 for four years. The Hourly pay for the Inspectors, Program Mananger, and Fiscal Officer is considered supplemental pay	$487,344.00
2. Fringe Benefits	These are the benefits included with the listed salaries. The fringe benefits includes LTD, Life Insurance, Retirement, Health Insurance (City Portion), FICA & Medicare (City Portion)	$140,598.74
3. Travel		$0.00
4. Equipment		$0.00
5. Supplies and Materials	The Non-Consumable supplies will consist of office space furniture, fixtures, and equipment needed to effectively run the program. Those includes office desk, chair, laptops, phones, etc.	$0.00
6. Consultants		$0.00
7. Contract and Sub-Grantees	This cost includes the relocation of 90 units not to exceed 10 nights per relocation. Rehabilitation of 90 units to address lead environmental hazards in residential dwellings. Remediation and abatement of 90 units which is allocated to address homes requiring these services.	$2,299,503.80
8. Construction		$0.00
9. Other Direct Costs		$0.00
10. Indirect Costs		$0.00
	Total HHP Direct Expenses	$2,927,446.54
	HHP Direct Cost Percentage of Total Budget of HUD Share	82.23%

(Do not include any HH award amount in calculation)

Arnold R. Pierce
(Name of Individual Completing this Form)

Arnold R. Pierce
(Signature of Individual Completing this Form)

1/23/23
Date

FINANCIAL REPORTING
HHP Funds

Grant Agreement Number:	Grant Agreement Number: GA LHB0779-22		
Grant Organization:	Organization Name: Augusta, Georgia Housing and Community Development		
Date Prepared:	5-Jan	**Year:**	**2023**

HHP Funds

BUDGET CATEGORIES*	NEGOTIATED HUD SHARE BUDGET	APPROVED LOCCS DRAWDOWNS THIS PERIOD*	CUMULATIVE LOCCS DRAWDOWNS TO DATE*	AVAILABLE BALANCE
1. Personnel (Direct Labor)	$680,394.00			$680,394.00
2. Fringe Benefits	$196,293.67			$196,293.67
3. Travel	$78,745.13			$78,745.13
4. Equipment	$16,380.00			$16,380.00
5. Supplies and Materials	$17,136.00			$17,136.00
6. Consultants	$0.00			$0.00
7. Contracts and Sub-Grantees				
7a: Medical Associates Plus (Staff)	$13,155.00			$13,155.00
7b: Medical Associates Plus (Blood Lead Test Kits)	$21,824.00			$21,824.00
7c: Medical Associates Plus-Match (Staff) - Match (Mobile Testing)	$0.00			$0.00
7d: Augusta Partnership for Children (Marketing & Outrach)	$40,000.00			$40,000.00
7e: Relocation (90% of 90) (Not to exceed 10 nights per relocation)	$121,500.00			$121,500.00
7.f: Rehabilitation	$2,070,000.00			$2,070,000.00
7g. Remediation and Abatement (10% of 90)	$135,000.00			$135,000.00
7h. Contingency (Project Specific)	$94,503.80			$94,503.80
7i.	$0.00			$0.00
7j.	$0.00			$0.00
7k.	$0.00			$0.00
7l.	$0.00			$0.00
7m.	$0.00			$0.00
7n.	$0.00			$0.00
7o.	$0.00			$0.00
7p.	$0.00			$0.00
7q.	$0.00			$0.00
7r.	$0.00			$0.00
7s.	$0.00			$0.00
7t.	$0.00			$0.00
Subtotal Category 7	$2,495,982.80	$0.00	$0.00	$2,495,982.80
8. Construction				$0.00
9. Other Direct Costs	$75,068.40			$75,068.40
9z. Healthy Homes Supplement	$400,000.00			$400,000.00
10. Indirect Costs	$0.00			$0.00
Total:	$3,960,000.00	$0.00	$0.00	$3,960,000.00

* Administrative costs included in totals expended **are not** to exceed 10-percent.

Administrative Cost Summary

BUDGET CATEGORIES*	NEGOTIATED HUD SHARE ADMIN BUDGET	APPROVED LOCCS DRAWDOWNS THIS PERIOD*	CUMULATIVE LOCCS DRAWDOWNS TO DATE*	AVAILABLE BALANCE
1. Personnel (Direct Labor)	$193,050.00			$193,050.00
2. Fringe Benefits	$55,694.92			$55,694.92
3. Travel	$41,112.00			$41,112.00
4. Equipment	$0.00			$0.00

5. Supplies and Materials	$0.00			$0.00
6. Consultants	$0.00			$0.00
7. Contract and Sub-Grantees	$0.00			$0.00
8. Construction				$0.00
9. Other Direct Costs	$52,534.20			$52,534.20
10. Indirect Costs	$0.00			$0.00
Total:	$342,391.12	$0.00	$0.00	$342,391.12

* Administrative costs included in totals expended **are not** to exceed 10-percent.

Match Commitment Summary		
Source of Match Funds	**Eligible Activities**	**Amount this Quarter**
Match Commitment Summary		
Total Match Committement	**Total Match This Quarter**	**Cumulative Match**
$376,668.54	$0.00	

I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the application and award documents.

Arnold R. Pierce
(Name of Individual Completing this Form)

Arnold R. Pierce — 1/23/23
(Signature of Individual Completing this Form) Date

Assistance Award/Amendment

U.S. Department of Housing and Urban Development
Office of Administration

1. Assistance Instrument: ☐ Cooperative Agreement ☒ Grant	2. Type of Action: ☒ Award ☐ Amendment
3. Instrument Number: **GALHB0779-22**	4. Amendment Number:
5. Effective Date of this Action: **See Block #20**	6. Control Number:
7. Name and Address of Recipient: **Augusta, Georgia** **535 Telfair Street** **Augusta, Georgia 30901-2915**	8. HUD Administering Office: HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410
	8a. Name of Administrator: **Markquonda Mathis** 8b. Telephone Number: **202-402-5120**
10. Recipient Project Manager: LaSandra Corley 706-821-1797 lcorely@augustaga.gov	9. HUD Government Technical Representative: **Bruce Bailey Bruce.E.Bailey@hud.gov 202-402-6249**
11. Assistance Arrangement: ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price 12. Payment Method: ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office: U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102
14. Assistance Amount Previous HUD Amount: **$0.00** HUD Amount this action: **LR1 $3,560,000.00** **HH1 $400,000.00**	15. HUD Accounting and Appropriation Data: **8621/230174 21LRLH/LRLHR LR1 00/98- $3,560,000.00** **8622/240174 22LRHH/LRHHI HH1 00/98- $400,000.00** 15b. Reservation number: **LHC 22-3**
Total HUD Amount: **$3,960,000.00**	Amount Previously Obligated: **$0.00**
Recipient Amount: **$376,668.54**	Obligation by this action: **$3,960,000.00**
Total Instrument Amount: **$4,336,668.54**	Total Obligation: **$3,960,000.00**

16. Description

Employer Identification: 582204274 **UEI: ZH93N1J4TBE8** **Program: LR1/ HH1**

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

1. Cover Page, HUD 1044
2. FY 2022 Terms and Conditions
3. Statement of Work/Work Plan/Benchmark Standards
4. Grantee's financial and technical proposal
5. Mutually agreed and negotiated proposal changes
6. Abstract of grant activities
7. Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs"
8. TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1
9. Notice of Grant Opportunity announced in GRANTS.GOV FR-6600-N-13 Posted date: 07/17/2022

Period of Performance: 48 months – January 24, 2023 – November 24, 2027

17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office	18. ☐ Recipient is not required to sign this document.
19. Recipient (By Name): Augusta, Georgia Signature & Title: [signature] Mayor Date (mm/dd/yyyy): 3/1/2023	20. HUD (By Name): **Markquonda Mathis, Grant Officer** Signature & Title: [signature] Date (mm/dd/yyyy): **9/19/2022**

form HUD-1044 (8/90)

Augusta Commission Meeting

Tuesday, February 7, 2023

Emergency Food Service Equipment

Department:	Richmond County Sheriff's Office
Presenter:	Sheriff Richard Roundtree
Caption:	Motion to **approve** request from the Richmond County Sheriff's Office for emergency funding for purchase/repair of outdated food service and laundry equipment.
Background:	The current equipment is either outdated and its repair parts are no longer available or inoperable.
Analysis:	N/A
Financial Impact:	$486,872.90
Alternatives:	None
Recommendation:	Approve
Funds are available in the following accounts:	

REVIEWED AND APPROVED BY:

Lena Bonner

From: Sheena Townsend
Sent: Friday, January 20, 2023 3:13 PM
To: Lena Bonner
Subject: Commission Meeting

For Sheriff Roundtree

Good afternoon,

The request for emergency repair of kitchen and laundry equipment. The current machinery is outdated and its repair parts are no longer available.
Laundry equipment has caused two fires in the past three months and have had to outsource laundry while all machines were down.
Inoperative dishwasher is costing $1000 per week for Styrofoam containers and kitchen help is currently mixing food by hand. They are also preparing food for 1100 people with more than half of the equipment inoperative.

Total amount requested: $486, 872.90

Kind Regards,

Sheena Townsend
Richmond County Sheriff's Office
Administrative Assistant to the Sheriff
706-821-1068
stownsend@augustaga.gov

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a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1

Augusta Commission Meeting

February 7, 2023

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A