COMMISSION MEETING AGENDA

Commission Chamber
Tuesday, August 19, 2025
2:00 PM

INVOCATION

Pastor Rodger Otero, Pastor of Revitalization, Burns Memorial Methodist Church

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

RECOGNITION(S)

A. **Congratulations!** 2025 July Years of Service (YOS) 25–50-year recipients

B. Introduction of the new Richmond County School System's Superintendent, **Dr. Malinda Cobb. (Requested by Commissioner Don Clark)**

DELEGATION(S)

C. **Ms. Debra Estep** regarding digital accessibility and transparency closed captioning to the government's YouTube and subject markers, etc.

D. **Mr. Mike Samadi** regarding code enforcement issues.

E. **Ms. Lashawndra Robinson** regarding overgrown stormwater drain area at 1650 Olive Road.

F. **Mr. Wilhy Harpo-Brown** - regarding Marshal's Department.

G. **Mr. Donny Cooper** regarding the Augusta Marina and proposed Zipline.

H. **Mr. Chandran Bala** regarding Deputy County Administrator's position.

I. **Ms. Tiffany Robinson and Victoria Oates** regarding "HustleFest" Event.

J. **Mr. Moses Todd**- discuss rules of decorum. First Amendment Rights. Unilateral Authority?

K. **Mr. Brian Green** regarding city's policies relative to safety and progress.

CONSENT AGENDA

(Items 1-49)

PLANNING

1. **Z-25-23** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by GCC Development, LLC on behalf of Walter Sheridan Wilson Trust, requesting a rezoning from zone A (Agriculture) to zone B-2 (General Business) to develop an extended stay hotel, affecting property containing approximately 2.17 acres out of a 20.09-acre tract located at 3611Wheeler Road. Tax Map # 022-0-039-02-0.

2. **Z-25-26** – A request for concurrence with the Augusta Planning Commission to **DENY without prejudice** a petition by Jaymin Patel on behalf of Elmeric Investment Properties, LLC, requesting a rezoning from zone A (Agriculture) to zone B-1 (Neighborhood Business) to develop a convenience store with a drive-thru restaurant, affecting properties containing approximately 1.9 acres located at 2385 Tobacco Road and 4202 White Pine Court. Tax Map #'s 154-0-281-02-0 & 154-0-281-01-0.

3. **Z-25-27** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Plexus Research and Design Inc. on behalf of the Estate of Norma J. Brunty requesting a rezoning from zone R-1A (One-Family Residential) to zone P-1 (Professional/Office) to develop a professional legal office, affecting property containing approximately 0.26 acres located at 3329 Westcliffe Court. Tax Map # 010-4-063-00-0.

4. **Z-25-28** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by George Fuller on behalf of Georgia Baptist Children's Homes and The Salvation Army requesting a rezoning from zones A (Agriculture) and R-1 (One-Family Residential) to zone R-1C (One-Family Residential) to develop a single-family residential subdivision, affecting property containing approximately 36.54 acres located at 3630 Windsor Spring Road. Tax Map # 142-0-003-01-0.

5. **Z-25-29** – A **request for concurrence with the Augusta Planning Commission to APPROVE a** petition by Purpose Holdings, LLC on behalf of Good News Church Inc., requesting a rezoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-1E (One-Family Residential) to develop a single-family residential subdivision, affecting approximately 4.08 acres out of a 7.47-acre tract located at 400 Warren Road. Tax Map # 017-0-026-00-0.

6. **Z-25-30** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Darren Meadows on behalf of Cyber Development, LLC, requesting a rezoning from zone R-3C (Multiple-Family Residential) to zone B-2 (General Business) to develop a data center, affecting property containing approximately 16.1 acres located at 350 Digital Drive. Tax Map # 079-0-268-00-0.

7. **Z-25-31** – A **request for concurrence with the Augusta Planning Commission to APPROVE a** petition by GLM Family Enterprises, LLLP, requesting a rezoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-3B (Multiple-Family Residential) to develop an assisted living facility for seniors aged 65 and above, affecting property containing approximately 8.6 acres located at 415 Boy Scout Road. Tax Map # 025-1-148-00-0.

8. **SE-25-09** – A request for concurrence with the Augusta Planning Commission to **DENY without prejudice** a petition by Jaymin Patel on behalf of Elmeric Investment Properties, LLC, requesting a special exception per Section 21-2(b) of the Comprehensive Zoning Ordinance to establish a convenience store with a drive-thru restaurant affecting properties containing approximately 1.9 acres located at 2385 Tobacco Road and 4202 White Pine Court. Tax Map #'s 154-0-281-02-0 & 154-0-281-01-0. Zoned A (Agriculture).

9. **SE-25-10–** A request for concurrence with the Augusta Planning Commission to APPROVE a petition by GCC Development, LLC on behalf of Walter Sheridan Wilson Trust, requesting a special exception per Section 22-2(d) of the Comprehensive Zoning Ordinance to establish an extended stay hotel, affecting property containing approximately 2.17 acres out of a 20.09-acre tract located at 3611Wheeler Road. Tax Map # 022-0-039-02-0**.**

PUBLIC SERVICES

10. Augusta Regional Airport (AGS) - Motion to approve Work Authorization #18 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the construction of the Southeast Development Apron – Phase I in the amount of **$387,259.82.** Approved by the Augusta Aviation Commission on July 31, 2025.**(Approved by Public Services Committee August 12, 2025)**

11. Augusta Regional Airport (AGS) Motion to approve a **Construction Contract** to Trinity Electrical Services LLC in the amount of **$771,265.00** to perform all tasks related to the Project. The recommendation of award was approved by Commission on 7/17/2025, item #24.**(Approved by Public Services Committee August 12, 2025)**

12. Augusta Regional Airport (AGS) - Motion to approve Work Authorization #17 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the Special Authorization Category II Approach (SA CAT II) Improvements for Runway 17-35 in the amount of **$169,441.22.** Approved during July 31, 2025, Augusta Aviation Commission Meeting.**(Approved by Public Services Committee August 12, 2025)**

13. Motion to approve a **Construction Contract** to Reeves Construction Company in the amount of **$5,285,229.60** to perform all tasks related to the Project. Recommendation of award approved by Commission on June 17, 2025 as item #5 (ITB 25-150).**(Approved by Public Services Committee August 12, 2025)**

14. Motion to approve the revised Work Authorization #16 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the Enclosure of the existing East-West Drainage Ditch in the amount of **$280,606.71. (RFP 23-156) (Approved by Public Services Committee August 12, 2025)**

15. Motion to approve **Work Authorization #15 to Mead and Hunt** to provide Engineering Design Services which includes plans, specifications, and services through bidding, for the Construction of new Taxiway Connector(s) and Taxiway E "Hot-spot" Mitigation at Augusta Regional Airport in the amount of **$1,384,579.45. (RFP 23-156)** The current Estimated Cost of Construction of this proposed project is approximately $22,750,000. **(Approved by Public Services Committee August 12, 2025)**

16. Augusta Regional Airport (AGS) - Motion to approve the amendment to the 2025 Commercial Ground Transportation Permit. Approved during July 31, 2025, Augusta Aviation Commission Meeting.**(Approved by Public Services Committee August 12, 2025)**

17. Augusta Regional Airport (AGS) - Motion for approval of Fiscal Year 2025 Annual Airport Insurance Renewal in the amount of $394,634. Approved during July 31, 2025, Augusta Aviation Commission Meeting.**(Approved by Public Services Committee August 12, 2025)**

18. Augusta Regional Airport (AGS) - **Motion to approve** 1st Amendment to Simkins Land License Agreement. Approved during July 31, 2025, Augusta Aviation Commission Meeting.**(Approved by Public Services Committee August 12, 2025)**

19. **Motion to approve Two Year** MOU between AGS and LogistiWerx, Inc.**(Approved by Public Services Committee August 12, 2025)**

ADMINISTRATIVE SERVICES

20. Motion to **approve** the purchase of two vehicles at a total cost of $102,803 from Akins Dodge Ford for the Recreation department. **(Approved by Administrative Services Committee August 12, 2025)**

21. Motion to **approve** Housing and Community Development Department's (HCD's) to provide HOME funding to assist low to moderate income homebuyer with gap financing, down payment and closing cost to purchase homes though the Homebuyer Subsidy Program in the amount of $40K. **(Approved by Administrative Services Committee August 12, 2025)**

22. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to the Augusta Housing Authority, Augusta Locally Grown, Black Farm Street, and Greater Augusta Arts Council for the Choice Neighborhood Early Action Activities Grant within Allen Homes. **(Approved by Administrative Services Committee August 12, 2025)**

23. **Motion to Authorize the Mayor, as Augusta's Certifying Official, accept the City of Augusta, GA FY 2023 CoC Intake and Referral Service Project Grant GA0101L4B042316 Agreement and execute** all forms associated with the grant agreement, to include but not limited to: the agreement and Certifications of Consistency (HUD 2991).**(Approved by Administrative Services Committee August 12, 2025)**

24. Motion to approve Housing and Community Development Department (HCD) to accept award from the Department of Housing and Urban Development's 2024 Continuum of Care Program.**(Approved by Administrative Services Committee August 12, 2025)**

25. **Motion to Authorize the Mayor, as Augusta's Certifying Official, accept the City of Augusta, Ga FY 2023 CoC Planning Project Grant GA0487L4B042300 Agreement and execute** all forms associated with the grant agreement, to include but not limited to: the agreement, and Certifications of Consistency (HUD 2991).**(Approved by Administrative Services Committee August 12, 2025)**

ENGINEERING SERVICES

26. Motion to **approve** additional fees in the amount of $312,368.88 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering (Change Order #5 - 19UTI792). **(Approved by Engineering Services Committee August 12, 2025)**

27. Motion to determine that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies). **(Approved by Engineering Services Committee August 12, 2025)**

28. Motion to **approve** that the portions of Dogwood Terrace Apartments, approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, have ceased to be used by the public to the extent that no substantial public purpose is served by them and that their removed from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. 32 -7-2. **(Approved by Engineering Services Committee August 12, 2025)**

29. Motion to **authorize** condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-044-00-0) 411 Rachael Street (East Augusta Drainage and Improvements Phase IV Project). **(Approved by Engineering Services Committee August 12, 2025)**

30. Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-014-00-0) 2990 Ulm Road (Willis Foreman Road Widening Project – Project Parcel 14). **(Approved by Engineering Services Committee August 12, 2025)**

31. Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 36).**(Approved by Engineering Services Committee August 12, 2025)**

32. Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 39). **(Approved by Engineering Services Committee August 12, 2025)**

33. Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 178-0-026-00-0) 2738 Willis Foreman Road (Willis Foreman Road Widening Project- project parcel 126). **(Approved by Engineering Services Committee August 12, 2025)**

34. Motion to **approve** the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16. Also, approve Augusta Utilities Department easement deed and maintenance agreement. **(Approved by Engineering Services Committee August 12, 2025)**

35. Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Broad Street and Greene Street Lighting Improvements Projects (PI #0020263 & PI#0020264). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). /AE**(Approved by Engineering Services Committee August 12, 2025)**

36. Motion to **approve** the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington. Also, approve Augusta Utilities Department easement deed and maintenance agreement. **(Approved by Engineering Services Committee August 12, 2025)**

37. Motion to **approve** Willis Foreman Rd Improvements Project Value Engineering (VE) study fee paid to GDOT in amount to $100,000.00. /AE **(Approved by Engineering Services Committee August 12, 2025)**

38. Motion to install drain at 1912 Ellis St. **(Approved by Engineering Services Committee August 12, 2025)**

39. Motion to **authorize** condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-135-00-0) 1322 Solomon Place (East Augusta Drainage and Improvements Phase IV Project). **(Approved by Engineering Services Committee August 12, 2025)**

40. Motion to authorize condemnation to acquire a portion of property for right of way and temporary construction easement (Parcel 043-4-001-00-0) 2631 Wrightsboro Road (Wrightsboro Road Improvements Project).**(Approved by Engineering Services Committee August 12, 2025)**

41. Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-035-00-0) 1320 Bruce Street (East Augusta Drainage and Improvements Phase IV Project).**(Approved by Engineering Services Committee August 12, 2025)**

42. Motion to authorize condemnation to acquire a portion of property for temporary construction easement and driveway easement (Parcel 042-3-029-00-0) 1700 Valley Park Court (Wrightsboro Road Improvements Project).**(Approved by Engineering Services Committee August 12, 2025)**

FINANCE

43. Motion to approve resolution authorizing execution of intergovernmental agreement (IGA) with Urban Redevelopment Agency (URA) to refinance the Laney Walker Bethlehem Bonds Series 2020. (**Approved by Finance Committee August 12, 2025)**

44. Motion to **approve** an ordinance amending the Excise Tax for Hotel, Motel and Rentals of Augusta-Richmond County and to waive the second reading.**(Approved by Finance Committee August 12,** 2025)

45. Motion to **approve** the Amended and Restated Professional Services Agreement with the Augusta Convention and Visitors Bureau, Inc. (Destination Augusta). **(Approved by Finance Committee August 12, 2025)**

46. Motion to direct the administrator to set funding aside in the upcoming budget to procure an auditor to perform internal audits; no one in-house, and on-call. **(Approved by the Finance Committee on August 12, 2025)**

PUBLIC SAFETY

47. Motion to approve the purchase of one (1) Pierce custom 107' straight stick aerial truck through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.**(Approved by the Public Safety Committee on August 12, 2025)**

PETITIONS AND COMMUNICATIONS

48. Motion to **approve** the minutes of the August 5, 2025 Commission Meeting.

APPOINTMENT(S)

49. Motion to **approve** the appointment of Mr. William Brown to the General Aviation Commission - Daniel Field representing District 5. **(Requested by Commissioner Don Clark)**

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

AUGUSTA COMMISSION
REGULAR AGENDA

(Items 50-63)

PUBLIC SERVICES

50. Motion to **approve** $1,000,000 funding in the FY 2026 General Fund operating budget to support new airline recruitment. (**Requested by Augusta Regional Airport at Bush Field)**

ADMINISTRATIVE SERVICES

51. Motion to name Coroner's Office Morgue **"Mark Bowen Morgue"** in honor of Coroner Mark Bowen. **(Requested by Commissioner Jordan Johnson) (No recommendation from Administrative Services Committee August 12, 2025)**

52. **Mr. Lawrence Brannen** requesting establishing a board to make final hiring decisions on employee applications thereby removing power from being solely in the hands of Department Directors.**(No recommendation from Administrative Services Committee August 12, 2025)**

ENGINEERING SERVICES

53. **Discussion and consideration** of a Usage Fee for Outside Entities Transporting Solid Waste and Landfill-Bound Material to the Augusta-Richmond County Landfill. **(Requested by Mayor Garnett Johnson)**

54. Reconsideration of waste management monthly payment option. **(Requested by Commissioner Stacy Pulliam)**

FINANCE

55. Discuss and **approve** process to start seeking a partner for building and operating a water park on the south side preferably Diamond Lakes Park using 5 million dollars in seed money from SPLOST 8. **(Requested by Commissioner Brandon Garrett)**

PUBLIC SAFETY

56. Motion to approve acceptance of FY26 Criminal Justice Coordinating Counsel grant award in the amount of $120,902.00 with a match of $18,135.00.

APPOINTMENT(S)

57. Motion to **approve** the reappointment of **Mr. Gregory Hill** to the Augusta Economic Development Authority AEDA). **(Requested by Commissioner Tony Lewis)**.

58. Motion to **approve** reappointment of Steven Kendrick to AEDA. **(Requested by Commissioner Brandon Garrett)**

59. Re-appointment of Mr. Corey Johnson to the Augusta Economic Development Authority. **(Requested by Commissioner Don Clark)**

60. Motion to **approve** the appointment of Melanie Taylor for the Economic Development Authority Board. **(Requested by Commissioner Catherine Rice)**

61. Motion to **approve** the reappointment of former Mayor Deke Copenhaver to the Augusta Economic Development Authority. **(Requested by Mayor Garnett Johnson)**

ADMINISTRATOR

62. Motion to **approve** proposed 2025 mill rates for each taxing district, including County M&O, Urban Services M&O, Capital outlay Fund, Blythe Fire District M&O and Fire Protection, advertise the required 5-year history of the digest and to schedule the date of August 19, 2025, for the meeting to adopt the rates as proposed.**(Deferred from the August 5, 2025 Commission Meeting**) **(Requested by the Administrator- 8-12-2025)**

LEGAL MEETING

A. Pending and Potential Litigation

B. Real Estate

C. Personnel

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

Commission Meeting

August 19, 2025

Years of Service

Department:	N/A
Presenter:	N/A
Caption:	**Congratulations!** 2025 July Years of Service (YOS) 25–50-year recipients
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

HUMAN RESOURCES DEPARTMENT

Suite 400 - Municipal Building
535 Telfair Street - Augusta, GA 30901
Phone (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

Augusta, Georgia
EMPLOYEE INCENTIVE AWARDS PROGRAM (EIAP)
July Years of Service Recipients!

Good afternoon, Mayor Johnson, Commissioners, Madame Administrator, Madame Clerk, Directors, Special Guest(s), and Citizens of Augusta, Georgia.

My name is **Anita Rookard, HR Department's Human Resource Director,** for Augusta, Georgia. Today, it is my esteemed pleasure to recognize the **July Years of Service** recipients.

For the month of **July 2025**, we have **Two (2)** employees celebrating **5-50 years of service** with Augusta, Georgia.

This afternoon we would like to recognize our **25-50 Years of Service** recipient(s). For the month of **July,** the total years of service and institutional knowledge being celebrated is **240 years**! When I call your name, please come forward.

FIRST	LAST	DEPARTMENT	YOS
BOBBY	ROBINSON	WATER PRODUCTION-RAW	30
MICHAEL	TRAPP	SHERIFF'S OFFICE	25

If you are here and I did not call your name, please come forward at this time.

CONGRATULATIONS to all our Years of Service recipients, please join me in a round of applause as we thank these employees for their loyal service to Augusta, Georgia.

Thank you!

Commission Meeting

August 19, 2025

Dr. Malinda Cobb

Department:	N/A
Presenter:	N/A
Caption:	Introduction of the new Richmond County School System Superintendent, **Dr. Malinda Cobb. (Requested by Commissioner Don Clark)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Debra Estep** regarding digital accessibility and transparency closed captioning to the government's YouTube and subject markers, etc.
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

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Mike Samadi** regarding code enforcement issues.
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: Mike Samadi <mikesamadi9@gmail.com>
Sent: Friday, August 8, 2025 4:23 PM
To: Lena Bonner
Subject: [EXTERNAL] Please place me on the Commission Agneda Calander at the earliest

Dear Ms. Bonner:
As always, it was a pleasure speaking with you again a few minutes ago.

Per Mayor Johnson's request, I would appreciate if you would please place me on the Commission's Agenda Calendar for the earliest possible date to discuss:

1, Neighbors' yard cleaning and demolition issues that had been brought to the attention of 311, Engineering, Marshall Dept. and Code Enforcement (in their relevant responsibility) repeatedly for the past 16-17 months.

2. Cleaning the property and the detch behind another property (Elderberry Subdivision)

Email in regards to these issues had been sent to several commissioners, Ms. Walker of 311, The Mayor, ...

Please confirm you have received this email.

Thank you SO MUCH and have a great weekend.

Mike Samadi

[**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.]

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Lashawndra Robinson** regarding overgrown stormwater drain area at 1650 Olive Road.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

✓	Commission	Date of Meeting 19 August 2025
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: LASHAWNDRA ROBINSON
Address: 1650 OLIVE ROAD AUGUSTA GA
Telephone Number: 706-832-8866
Fax Number:
E-Mail Address: blackfarmstreet@gmail.com

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

Despite multiple 311 reports and damage claims, the city has failed to maintain the overgrown stormwater drain area at 1650 Olive Road, which damages our crops and threatens food access in this food desert community. We've paused production and seek resolution or support from the Commission. LR

Please send this request form to the following address:

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

535 Telfair Street
Augusta, GA 30901

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

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

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Wilhy Harpo-Brown - regarding Marshal's Department.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

✓	Commission	Date of Meeting 8/19/2025
	Public Safety Committee	Date of Meeting
	Public Services Committee	Date of Meeting
	Administrative Services Committee	Date of Meeting
	Engineering Services Committee	Date of Meeting
	Finance Committee	Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Willy Harper-Brown
Address: 2427 Ridge Road
Telephone Number: (706) 751-
Fax Number:
E-Mail Address: willyharper5454@gmail.com

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

Richmond County Marshal's Department – Deliberate and Willful Conduct of Politically-Inspired Extrajudicial Residential Evictions

Please send this request form to the following address:

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

535 Telfair Street
Augusta, GA 30901

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

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

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Donny Cooper** regarding the Augusta Marina and proposed Zipline.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

✓	Commission	Date of Meeting 8-19
	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: DONNY COOPER
Address: ONE 5TH ST AUGUSTA, GA 30901
Telephone Number: 803-215-8902
Fax Number:
E-Mail Address: ADDIE8040@ICLOUD.COM

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

I WOULD LIKE TO GET INFO ABOUT HOW THE LEASE AWARD FOR THE MARINA IS HANDLED WITH SPECIFICS & WHAT THE LEASEE IS COMPENSATED & WHAT EXPENSES THEY ARE RESPONSIBLE FOR. I ALSO WOULD LIKE INFO ABOUT THE PROPOSED ZIPLINE.

Please send this request form to the following address:

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

535 Telfair Street
Augusta, GA 30901

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

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

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Chandran Bala regarding Deputy County Administrator's position.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

_____	Commission	Date of Meeting _____
_____	Public Safety Committee	Date of Meeting _____
_____	Public Services Committee	Date of Meeting _____
✓	Administrative Services Committee	Date of Meeting TUESDAY 19, AUGUST 2023
_____	Engineering Services Committee	Date of Meeting _____
_____	Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: CHANDRAN BALA
Address: 208 NEWLAND CIRCLE EVANS GA-30809
Telephone Number: 706-825-7682
Fax Number: ~~DO~~ DOLLYZ2016@GMail.Com
E-Mail Address:

NO CAPS → DollyZ2016@GMAIL.COM

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

MISUNDERSTANDING OF REQUIREMENTS CAUSING DELAY IN ADVERTISED POSITION. - DEPUTY COUNTY ADMINISTRATOR

Please send this request form to the following address:

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

535 Telfair Street
Augusta, GA 30901

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

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

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Tiffany Robinson and Victoria Oates** regarding "HustleFest" Event.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM REQUEST FORM

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

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

✓	Commission	Date of Meeting 8-20-25
	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: Tiffany Robinson + Victoria Oates
Address: 4192 Kevin Rd Hephzibah, Ga 30815
Telephone Number: Tiffany (803) 552-2516 / Victoria (706) 831-1496
Fax Number:
E-Mail Address:

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

Hustle fest: we are trying to teach the youth there is a better way of life then violence, we have a bunch of small business's willing to help support this

Please send this request form to the following address:

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

Telephone Number: 706-821-
Fax Number: 706-821-
E-Mail Address: @aug ga.gov
ley@ aga.gov

Requests must be faxed, e-mailed or delivered in person and must be received **in the Clerk's** office by 9:00 a.m. on the Tuesday preceding **and Committee** meeting. If you have any questions, please contact the Clerk's Office. **resentations.**

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Moses Todd-** discuss rules of decorum. First Amendment Rights. Unilateral Authority?
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: Moses Todd <iloveaug2024@gmail.com>
Sent: Thursday, August 14, 2025 8:39 AM
To: Lena Bonner
Subject: [EXTERNAL] Fwd: Freedom of Speech:

---------- Forwarded message ---------
From: **Moses Todd** <iloveaug2024@gmail.com>
Date: Thu, Aug 7, 2025, 7:41 AM
Subject: Freedom of Speech:
To: Lena Bonner <lbonner@augustaga.gov>

Ms. Bonner please put Moses Todd from I Love Augusta on the next meeting agenda to discuss rules of decorum. First Amendment Rights. Unilateral Authority?

[**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.]

Commission Meeting

August 19, 2025

Delegation

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Brian Green** regarding city's policies relative to safety and progress.
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: Brian Green <briangreen2009@gmail.com>
Sent: Thursday, August 14, 2025 7:57 AM
To: Lena Bonner; Natasha L. McFarley
Subject: [EXTERNAL] Request to appear before the Richmond County Commision

Hi Ms Bonner and/ or Ms Mcfarley,

I am requesting permission to appear before the County Commision on August 19- 2025.
The subject that I will speak on will be: City policies / progress. My estimated presentation time is approx 5 mins.
B Green

[**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.]

Commission Meeting

August 19, 2025

Item Name: Z-25-23

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**Z-25-23** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by GCC Development, LLC on behalf of Walter Sheridan Wilson Trust, requesting a rezoning from zone A (Agriculture) to zone B-2 (General Business) to develop an extended stay hotel, affecting property containing approximately 2.17 acres out of a 20.09-acre tract located at 3611Wheeler Road. Tax Map # 022-0-039-02-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. The applicant must subdivide the 2.17-acre tract following approval of this zoning request. 2. A private road maintenance agreement must be established for the proposed roadway and comply with all of Traffic Engineering's standards and regulations. 3. The development must comply with all aspects of the Augusta Tree Ordinance. 4. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 5. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: Z-25-23
Applicant: GCC Development, LLC
Property Owner: Walter Sheridan Wilson Trust
Property Addresses: 3611 Wheeler Road
Tax Parcel No(s): 022-0-039-02-0
Current Zoning: A (Agriculture)
Fort Gordon Notification Required: N/A
Commission District 3: Catherine Smith-Rice
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezoning from A (Agriculture) to B-2 (General Business)	Extended Stay Hotel	Section 22-2(d)

SUMMARY OF REQUEST:

This application involves 2.17 acres of land out of a 20.09-acre tract. The petition seeks to rezone the property from A (Agriculture) to B-2 (General Business) to construct an extended stay hotel. The 20.09-acre portion of the land contains a house that was built in 1948 and is approximately 2,004 square feet in size. The 2.17-acre tract remains vacant and undeveloped land. A special exception application, SE-25-10, has been submitted along with this rezoning request. Extended stay hotels are permitted by special exception in the B-2 (General Business) zone.

The concept plan submitted with the rezoning application features the following:

- 4-story extended stay hotel
- 119 guest rooms with kitchens
- 135 parking spaces
- Fitness center
- Guest laundry
- Delivery lockers
- Complimentary continental breakfast
- Outdoor patio
- Dumpster with enclosure
- One detention pond

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is located within the Belair Character Area. The vision for Belair reflects a suburban area with medium-density residential development and well-planned communities. Interstate interchanges, frontage roads and other identified nodes are home to new commercial and light industrial/warehousing development. The Doctor's Hospital activity center retains its mix of healthcare-related businesses, offices, medium-density housing, and commercial establishments.

FINDINGS:

1. Extended stay hotels are permitted by special exception in the B-2 (General Business) zone.
2. There is no recent zoning history for the property.
3. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
4. According to the Augusta-Richmond County GIS Map Layer there are wetlands located on the main 20.09-acre tract, but not on the smaller 2.17-acre tract where the proposed hotel is located.
5. The nearest public transit stop is located approximately 735 feet away at the intersection of Wheeler Road and Perimeter Parkway.
6. According to the Georgia Department of Transportation State Functional Classification Map, 2017, Perimeter Parkway is classified as a local road.
7. According to the Preliminary Traffic Impact Worksheet, Traffic Engineering has determined that a traffic study is not necessary for the proposed development.
8. Adjacent zoning districts to the north, east, and south are B-2 (General Business). Properties to the west are zoned B-2 (General Business) and R-3B (Multiple-Family Residential).
9. The proposed change in zoning to B-2 would be consistent with the 2023 Comprehensive Plan.
10. At the time of completion of this report, staff have not received any inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- "There is an 8" water line on Perimeter Parkway and an 8" sewer line on each side of this property, which are available for your site. Both properties with the sewer may need an easement to get to them."

DRAFT

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

RECOMMENDATION: The Planning Commission recommends **Approval** of the rezoning request to B-2 (General Business) with the following conditions:

1. The applicant must subdivide the 2.17-acre tract following approval of this zoning request.
2. A private road maintenance agreement must be established for the proposed roadway and comply with all of Traffic Engineering's standards and regulations.
3. The development must comply with all aspects of the Augusta Tree Ordinance.
4. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
5. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, 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.

DRAFT

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 Interstate Parkway * Augusta, GA 30909
Phone: 706-868-8803

LETTER OF INTENT
3611 WHEELER RD - Parcel# 022-0-039-02-0
Owner: Walter Sheridan Wilson Trust
Rezone 2.169 Acres from A-1 to B-2.

The site is currently undeveloped with an old house site that is not occupied. There are two (2) dirt driveways serving the site from Perimeter Pkwy. Perimeter Pkwy is a two-lane paved road with a 35 MPH speed limit. Water and sanitary sewer are available to this site.

The proposed use for this site will be a 119 room hotel with 129 parking spaces with 6 handicap spaces. Runoff from the rear of the site will flow to the existing pond located on the north end of the parent tract (regional detention). Runoff from the front of the site will run to a proposed detention pond. Storm water quality and runoff reduction will be handled with grass strips, bio-detention and drop in filters.

There is an area downstream at I-20 which has a flooding issue in heavy rains. There is no flood plain located hereon. There are no wetlands located on this site. The primary receiving water body is Raes Creek which is located 1.0 miles north of the site. Extra detention will be required. No federal or state permits are required for this site improvement.

If you should have any questions or comments, please do not hesitate to call. Thank you for your consideration in this matter.

Respectfully,

Bo Slaughter

Augusta GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 3611 WHEELER RD, AUGUSTA, GA 30909

Tax Parcel Number: 022-0-039-02-0

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) Perimeter Pkwy 2) _____ 3) _____ 4) _____

Volume on each existing street (AADT): 1) NOT AVAILABLE 2) (less than 6000TPD) 3) _____ 4) _____

Level of Service (LOS) on each street: 1) E 2) _____ 3) _____ 4) _____

Land Use Type / Code (ITE Trip Generation): HOTEL / (310)

Basis for Calculation (sq ft, # units, etc.): Occupied Rooms

Trips Generated by Proposed Development: 70% Occupancy = 1062 TTPD 531 TPD ENTERING

Adjusted street volumes based on trips generated:
1) +300 TPD 2) _____ 3) _____ 4) _____

Projected Level of Service (LOS) on each street based on trips generated:
1) E 2) _____ 3) _____ 4) _____

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website https://gdottrafficdata.drakewell.com/publicmultinodemap.asp for current volume data.

***Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or N

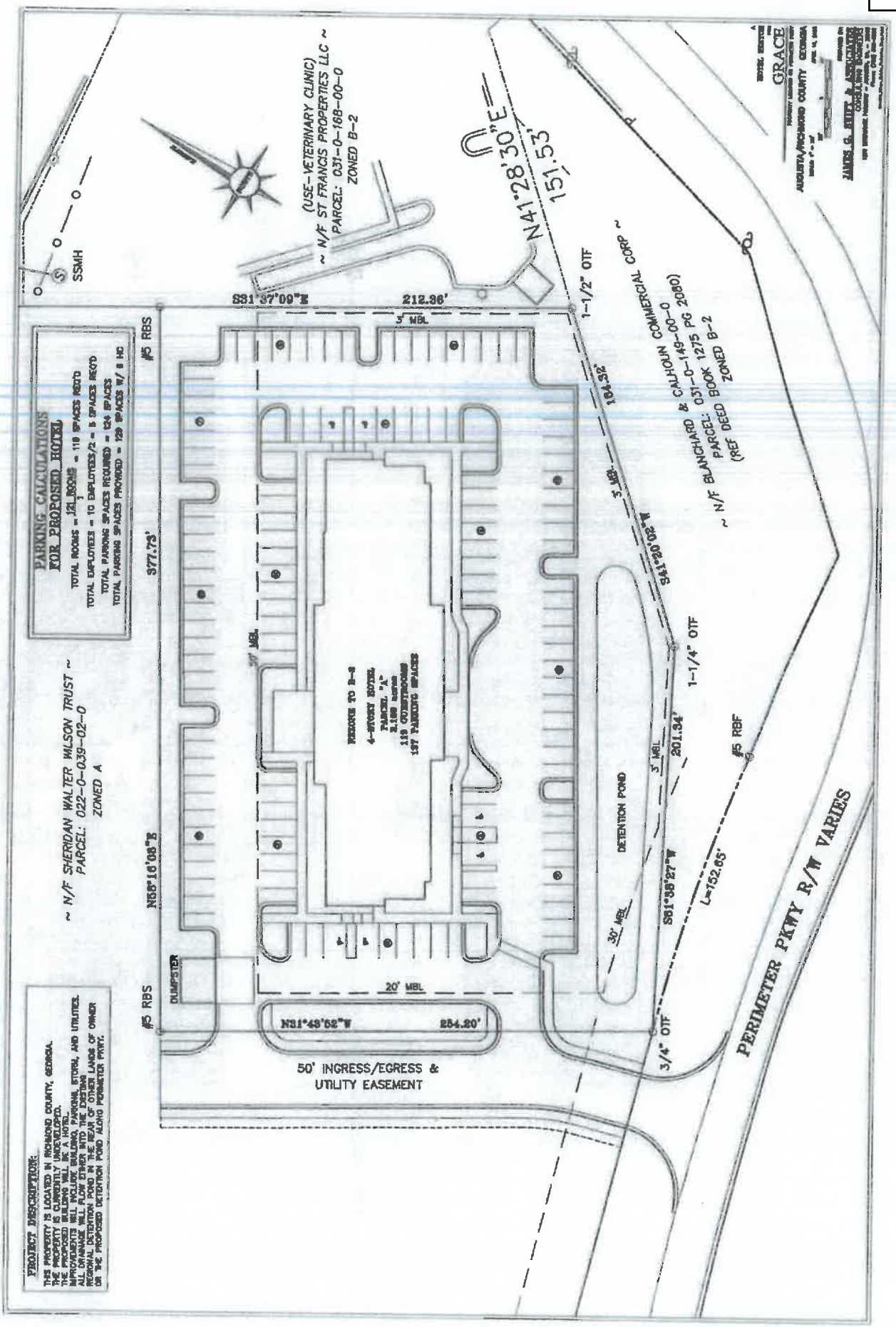
Date of Review: 6/10/25

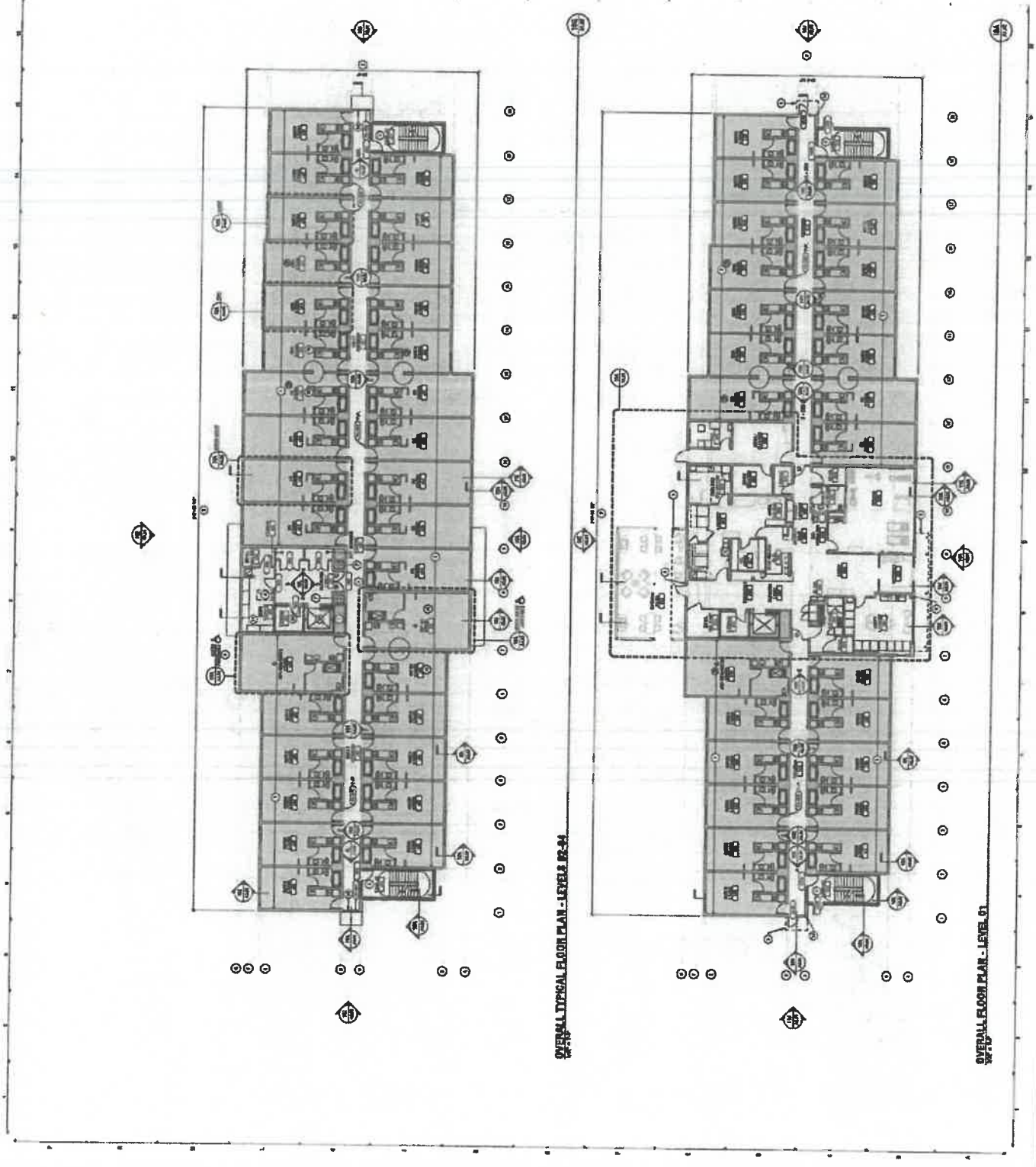
Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

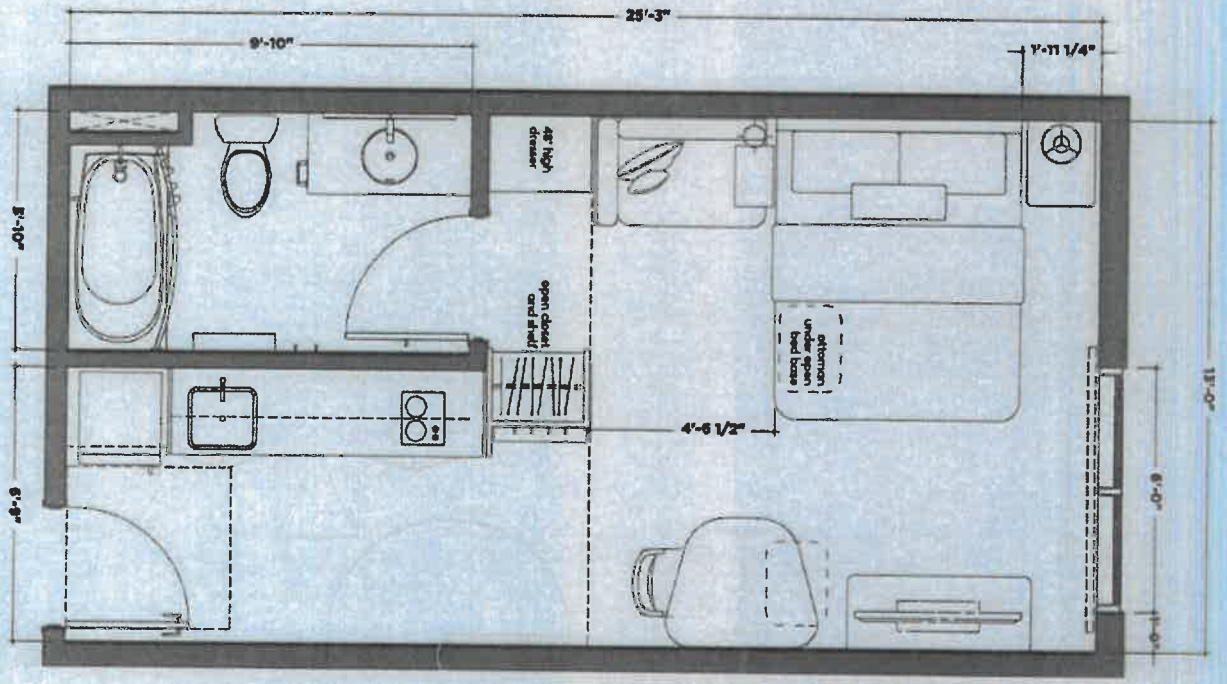
Title: Traffic Operations Manager

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV


PARKING CALCULATIONS
FOR PROPOSED HOTEL
TOTAL ROOMS = 121 ROOMS = 119 SPACES REQ'D
TOTAL EMPLOYEES = 10 EMPLOYEES/2 = 5 SPACES REQ'D
TOTAL PARKING SPACES REQUIRED = 124 SPACES
TOTAL PARKING SPACES PROVIDED = 129 SPACES W/ 8 HC
PROJECT DESCRIPTION:
THE PROPERTY IS LOCATED IN RICHMOND COUNTY, GEORGIA.
THE PROPERTY IS CURRENTLY UNDEVELOPED.
THE PROPOSED BUILDING WILL BE A HOTEL.
IMPROVEMENTS WILL INCLUDE BUILDING, PARKING, STORM, AND UTILITIES.
ALL DRAINAGE WILL FLOW EITHER INTO THE EASTERN REGIONAL DETENTION POND IN THE REAR OF OTHER LANDS OF OWNER OR THE PROPOSED DETENTION POND ALONG PERIMETER PKWY.
~ N/F SHERIDAN WALTER WILSON TRUST ~
PARCEL: 022-0-039-02-0
ZONED A
~ N/F ST FRANCIS PROPERTIES LLC ~
(USE-VETERINARY CLINIC)
PARCEL: 031-0-168-00-0
ZONED B-2
~ N/F BLANCHARD & CALHOUN COMMERCIAL CORP ~
PARCEL: 031-0-149-00-0
(REF DEED BOOK 1275 PG 2080)
ZONED B-2
GRACE
SSMH
#5 RBS
#5 RBF
S31°37'09"E
212.36'
N41°28'30"E
151.53'
1-1/2" OTF
1-1/4" OTF
3/4" OTF
184.32'
S41°20'02"W
201.34'
S31°38'27"W
L=152.65'
N58°16'08"E
277.79'
N31°49'52"W
284.20'
30' MBL
3' MBL
20' MBL
DUMPSTER
DETENTION POND
50' INGRESS/EGRESS &
UTILITY EASEMENT
PERIMETER PKWY R/W VARIES


OVERALL TYPICAL FLOOR PLAN - LEVELS 02-04
OVERALL FLOOR PLAN - LEVEL 01

King Studio Suite 328 SF



King Studio Dimensions
13'-0" x 25'-3"

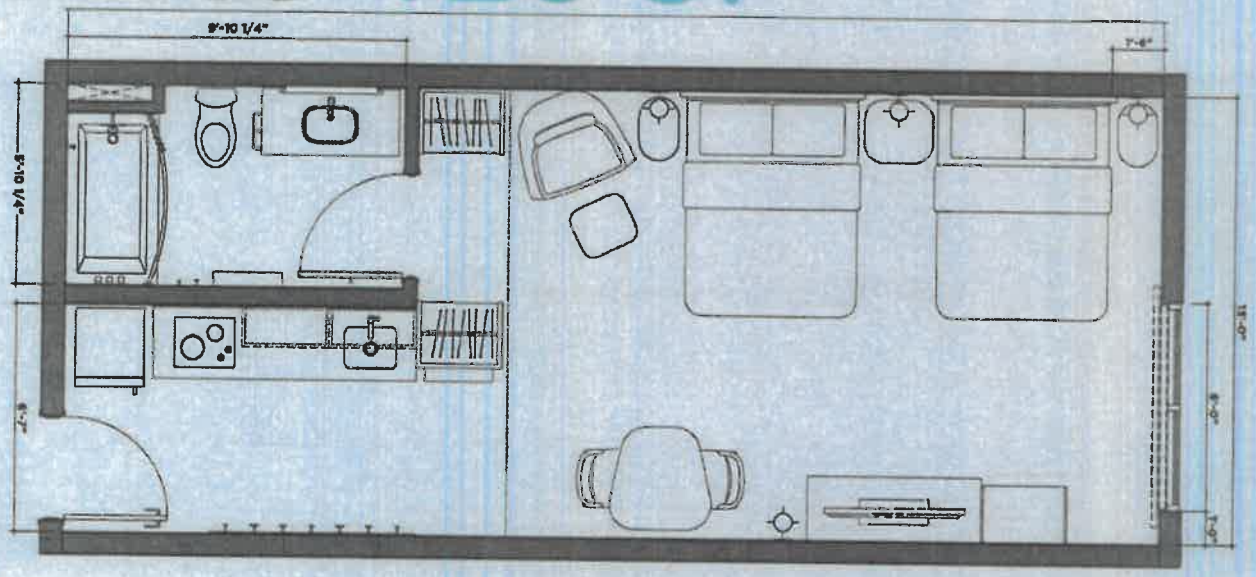
King Studio Area
328 sf

Guest Bath Area
55 sf

Shower With Glass Doors
34" x 60"

Item 1.

Queen / Queen Studio Suite 416 SF



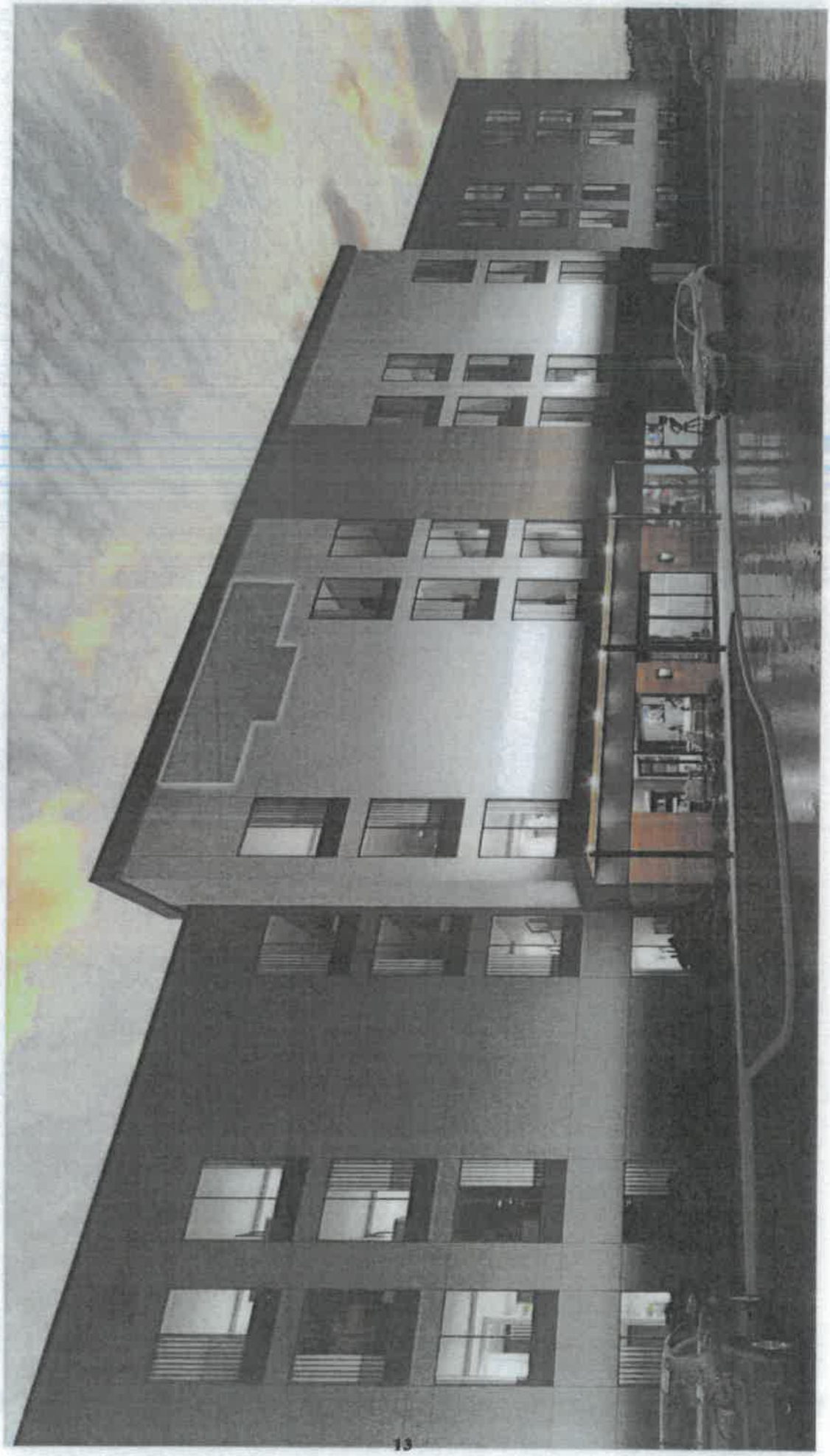
Queen/Queen Studio Dimensions
13'-0" x 32'-0"

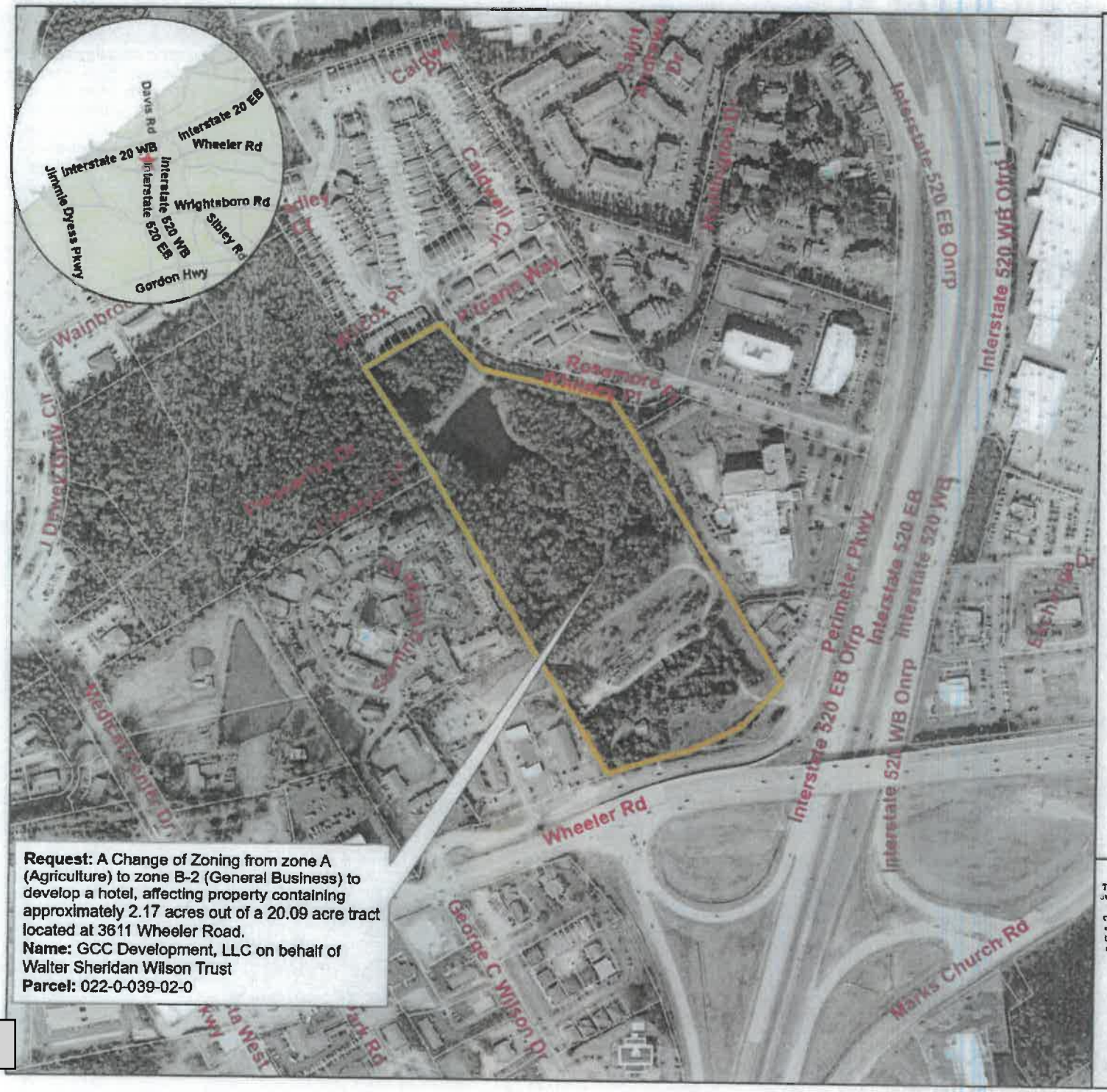
Queen/Queen Studio Area
416 sf

Guest Bath Area
55 sf

Tub w/Shower Curtain
34" x 60"

Item 1.





Planning Commission
Z-25-23
August 4, 2025

3611 Wheeler Road

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/23/2025 PE22633

Augusta, GA Disclaimer

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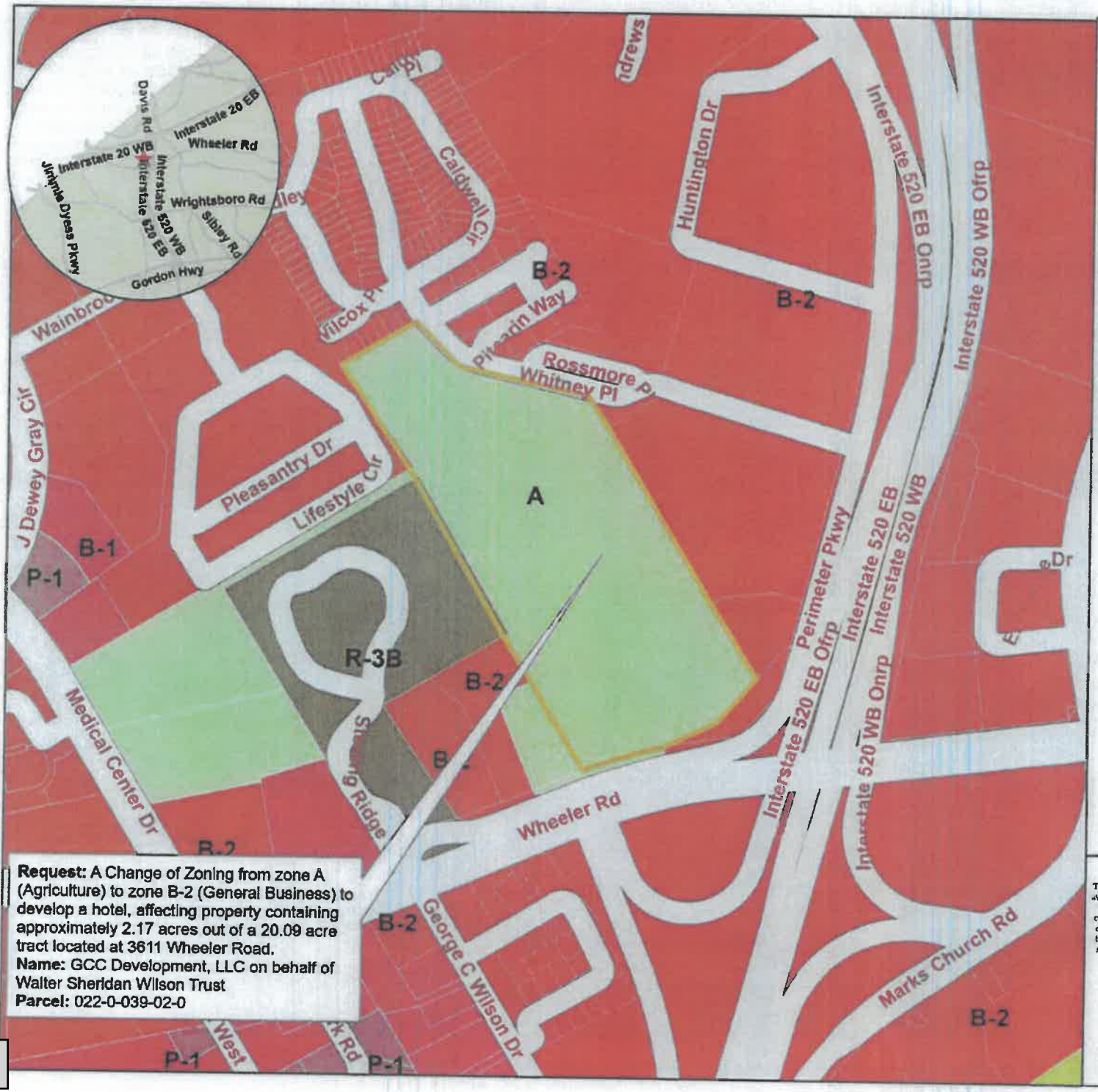

Request: A Change of Zoning from zone A (Agriculture) to zone B-2 (General Business) to develop a hotel, affecting property containing approximately 2.17 acres out of a 20.09 acre tract located at 3611 Wheeler Road.
Name: GCC Development, LLC on behalf of Walter Sheridan Wilson Trust
Parcel: 022-0-039-02-0

Planning Commission
Z-25-23
August 4, 2025

3611 Wheeler Road

Current Zoning

- Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- P-1: Professional
- R-1: One Family Residential
- R-3B: Multiple-Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/23/2025 PE22633

Augusta, GA Disclaimer

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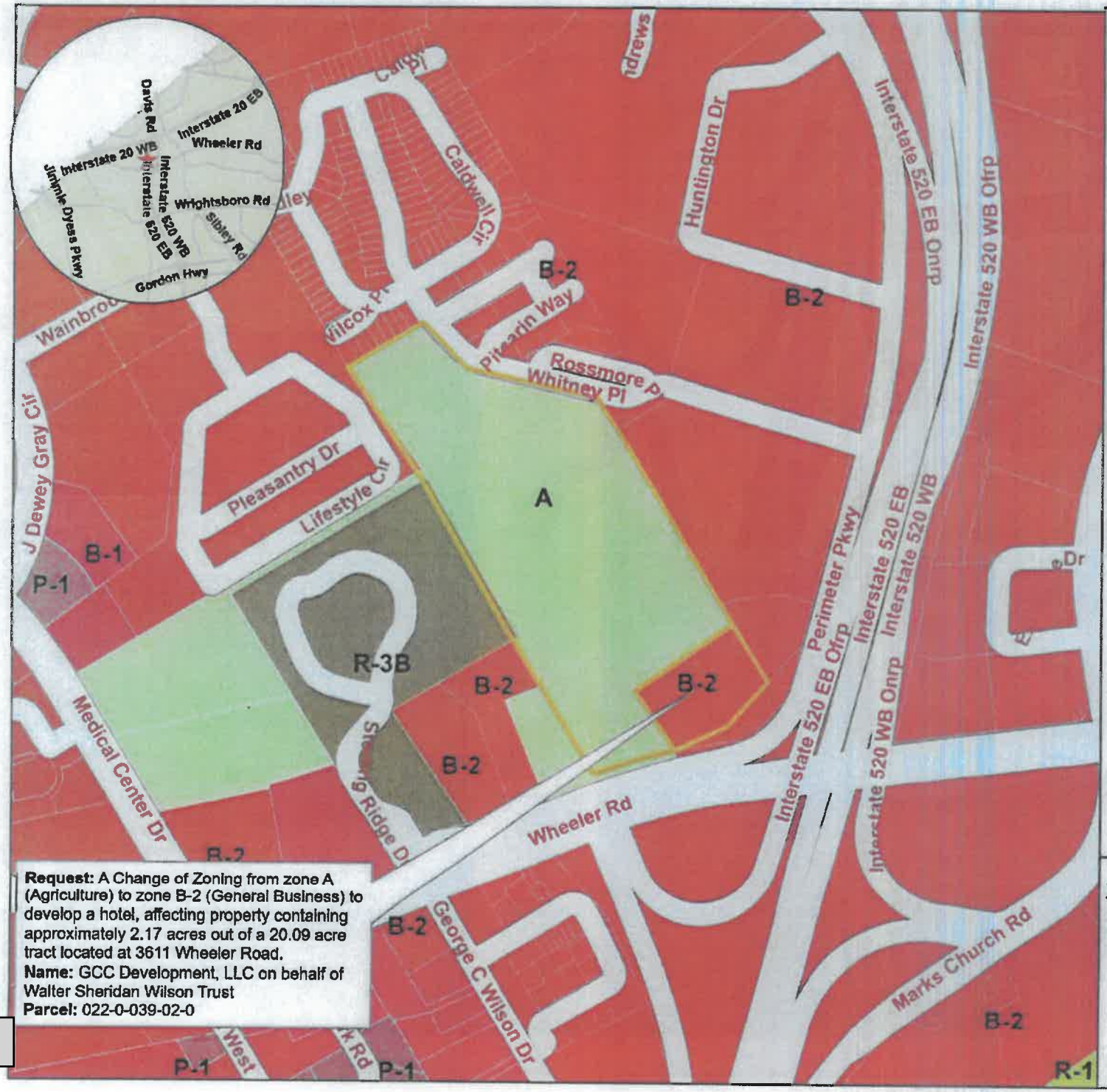
N W E S

0 700 Feet



Request: A Change of Zoning from zone A (Agriculture) to zone B-2 (General Business) to develop a hotel, affecting property containing approximately 2.17 acres out of a 20.09 acre tract located at 3611 Wheeler Road.
Name: GCC Development, LLC on behalf of Walter Sheridan Wilson Trust
Parcel: 022-0-039-02-0

Planning Commission
Z-25-23
August 4, 2025

3611 Wheeler Road

Future Zoning

Subject Property

Zoning Classification

- A: Agriculture
- B-1: Neighborhood Business
- B-2: General Business
- P-1: Professional
- R-1: One Family Residential
- R-3B: Multiple-Family Residential
- R-3C: Multiple-Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/23/2025 PE22633

Augusta, GA Disclaimer

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N W E S

0 700 Fee

Commission Meeting

August 19, 2025

Item Name: Z-25-26

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	**Z-25-26** – A request for concurrence with the Augusta Planning Commission to **DENY without prejudice** a petition by Jaymin Patel on behalf of Elmeric Investment Properties, LLC, requesting a rezoning from zone A (Agriculture) to zone B-1 (Neighborhood Business) to develop a convenience store with a drive-thru restaurant, affecting properties containing approximately 1.9 acres located at 2385 Tobacco Road and 4202 White Pine Court. Tax Map #'s 154-0-281-02-0 & 154-0-281-01-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Deny
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: Z-25-26
Applicant: Jaymin Patel
Property Owner: Elmeric Investment Properties, LLC
Property Address: 2385 Tobacco Road & 4202 White Pine Court
Tax Parcel No(s): 154-0-281-02-0 & 154-0-281-01-0
Current Zoning: A (Agriculture)
Fort Gordon Notification Required: N/A
Commission District 6: Tony Lewis
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezoning from A (Agriculture) to B-1 (Neighborhood Business)	Convenience Store with Drive-Thru Restaurant, Gas Pumps, and EV Chargers	Section 21-1

SUMMARY OF REQUEST:

This rezoning request consists of two residential parcels totaling 1.9-acres. The applicant seeks to rezone the properties from A (Agriculture) to B-1 (Neighborhood Business) to develop a convenience store with fueling stations, EV chargers, drive-thru restaurant, and an indoor café and meeting area as depicted on the conceptual site plan submitted with the application. The property is located at the intersection of Tobacco Road and White Pine Court. A special exception application, SE-25-09, has been submitted along with this request to establish a convenience store with a drive-thru restaurant on the property.

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is located within the South Augusta Character Area. The vision for South Augusta reflects a mix of housing types, preserving suburban-style, single-family neighborhoods, while medium density residential developments are added in a targeted manner to diversify housing options as utility and transportation infrastructure improves. Mixed-use and planned unit developments are encouraged at infill sites and at abandoned commercial properties, enhancing walkability, and reducing car dependency.

DRAFT

FINDINGS:

1. The property is currently vacant land.
2. There is no recent zoning history for the property.
3. A 50-foot setback would be required along the sides and rear of the property adjacent to residentially zoned parcels.
4. A total of 34 off-street parking spaces would be required, where 1 space is required for each 150 square feet of floor area. One loading space will be required with access to a public street.
5. According to the Preliminary Traffic Impact Worksheet, Traffic Engineering has determined that a traffic study is not necessary for the proposed development.
6. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Tobacco Road as a major collector, while White Pine Court is considered a local road.
7. Public transit is not available in the immediate area.
8. The subject property is served by both public water and sanitary sewer.
9. Adjacent zoning: West B-1 (Local Business) | East, South, and North: R-1A (One-Family Residential)
10. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in a Special Flood Hazard Area.
11. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
12. The proposed rezoning to B-1 would be consistent with the 2023 Comprehensive Plan.
13. At the time of completion of this report, staff have received many notifications of opposition concerning this rezoning application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning & Development staff recommends **Denial without prejudice** of the rezoning request to B-1 (Neighborhood Business). The applicant was not present at the meeting.

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.

DRAFT

Planning & Zoning Proposal

Address: 2386 Tobacco Road, Augusta, GA Parcel # 154-0-281-01-0 and 154-0-281-02-0

I respectfully submit this concept proposal to initiate the zoning and planning approval process for a forward-thinking development at **2385 Tobacco Road**, Augusta, GA.

As an experienced operator of multiple successful commercial locations throughout Georgia, I am proposing a unique community-based development named **One Leaf** — a multi-use project that aligns with the area's future vision for sustainable growth, economic vitality, and community integration.

Project Vision: One Leaf Community Hub

Our goal is to transform the property into a **modern, mixed-use commercial site** that fosters local engagement while remaining aligned with current planning standards. The project will feature:

- **Two drive-thru lanes** with site circulation that minimizes traffic disruption while maximizing customer convenience.
- An **indoor café and meeting area**, designed as a "third place" for residents, students, and professionals to gather.
- A **solar-powered canopy** covering a portion of the site, demonstrating a long-term commitment to clean energy and reduced utility burden.
- **Gas pumps and EV charging stations**, ensuring infrastructure support for both traditional and electric vehicles, consistent with future transportation trends.
- **Landscaped common areas**, including **plum-peach trees** open to the public when fruit is ripe—contributing to the aesthetic and ecological value of the site.

We are requesting guidance on next steps for zoning adjustment, any preliminary approvals required, and feedback on proposed layout and site use.

I look forward to working with your department to bring this vibrant concept to life for Augusta's residents and future economic development.

Respectfully,

Jaymin Patel

Multi-Location Operator | One Leaf Project

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 2385 Tobacco Rd.

Tax Parcel Number: 154-0-251-01-0 154-0-251-02-0

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) White Pine Ct.
2) Tobacco Rd.
3)
4)

Volume on each existing street (AADT):
1) 1,390 - WP
2) 12,100 - TR
3)
4)

Level of Service (LOS) on each street:
1) LOS A
2) LOS C up to 15,000
3)
4)

Land Use Type / Code (ITE Trip Generation): ITE Code 110 - General Light Industrial

Basis for Calculation (sq ft, # units, etc.): 5500 sq. ft.

Trips Generated by Proposed Development: TTE 452 ADT: 2,729

Adjusted street volumes based on trips generated:
1) Same WP
2) 13,964 TR
3)
4)

Projected Level of Service (LOS) on each street based on trips generated:
1) LOS A WP
2) LOS C-D TR
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.drakeweli.com/publicmultinodemap.asp for current volume data.

***Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or (N)

Date of Review: 6/5/25

Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

Title: Traffic Operations Manager

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

TRAVERSE
JAMIN PATEL -AUGUSTA SITE
SITE LAYOUT

Outlook

[EXTERNAL] case number :SE-25-09 & Z-25-26

From Lonnie Watson <tcbum_98@hotmail.com>
Date Thu 7/17/2025 20:42
To Amanda Cruz <acruz@augustaga.gov>

My Name is Lonnie E. Watson, I Live in the Ridge Forest Sub-Division. My address is 4616 Shadow Moss Court. I writing because I am against the rezoning of this area.
If they are allowed to build a gas station here, it would take down our property value as well as blocking traffic entering our sub division

[**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.]

Outlook

[EXTERNAL] Opposition for Case numbers: SE-25-09 and Z-25-26 Rezoning

From spiritart@aol.com <spiritart@aol.com>
Date Thu 7/17/2025 23:33
To Amanda Cruz <acruz@augustaga.gov>; Abron Roberson <spiritart@aol.com>

Dear Ma'am/Sir:
Please receive the opposition for Case numbers: SE-25-09 and Z-25-26 Rezoning
From:
Abron Roberson: 4253 White Pine Ct, Augusta, GA 30906, email: spiritart@aol.com phone: 7068310337
Michelle Roberson: 4253 White Pine Ct, Augusta, GA 30906, email: spiritart@aol.com phone: 7068315175

We also received no written notice for this zoning change.
Thanks for your consideration.

Respectfully,
Abron & Michelle Roberson

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Outlook

[EXTERNAL] Rezoning Request Case # SE-25-09

From Cynthia Tanksley <tanksley.cynthia@yahoo.com>
Date Fri 7/18/2025 13:44
To Amanda Cruz <acruz@augustaga.gov>

I am contacting your office regarding the rezoning request for 2385 Tobacco Rd/4202 White Pine Court. It is my understanding that he potential purchaser intends to build a convenience store and a drive-thru restaurant on the property. While I understand the need to increase the tax base and employment opportunities for our area, surely there is a more suitable location for this venture.

The lot in question is small and sits at the only entrance for a residential area. The street, White Pines Court, also serves as an entrance and exit for school buses and parents for the neighboring school (Tobacco Road Elementary). This lot is positioned close to 2 childcare centers, 2 churches, and a public school. All of these places serve children. Keep in mind that there is a methadone clinic within a quarter mile of the lot as well. There is a concern about increased car and foot traffic. The store will serve as a place for people to congregate and increase the likelihood of increased crime.

I am opposed to the rezoning of this lot.

Cynthia Tanksley
4341 White Pine Court
Augusta, GA 30906
706-793-1650

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Arthur & Lisa Dean III
4235 Black Oak Court
Augusta, GA 30906
(706) 830-3675

July 19, 2025

Augusta Planning Commission
Municipal Building
535 Telfair Street
Augusta, Georgia 30901

Subject: Opposition to Case SE-25-09 (Special Exception)
Opposition to Case Z-25-26 (Rezoning)

To Whom It May Concern:

I do not want, or do we need any kind of business on the corner of White Pine Court and Tobacco Rd. We have school buses that use this intersection to drop-off and pickup kids daily at Tobacco Rd Elementary School. This is not an Elementary School that kids walk home every day. Parents and guardians add to the traffic at White Pines Court and Tobacco Rd to pick up their children as well.

This is not that kind of neighborhood that warrant a convenience store/restaurant/drive up order window and maybe gas pumps, EV charging station, and God forbid they start selling alcohol!! Even Tho it is one hundred and fifty feet from the school and a hundred feet from Restoration Ministries Church and right next door to a Day Care Center. What kind of neighborhood store does not sell beer?

The demographics of this Neighborhood is a one way to enter the Subdivision and the same way out. This neighborhood is made up of people who are married with children, retired elderly folks and average two to three means of transportation. There is no need for a Neighborhood store for that location. We are 1.4 miles to two Major Grocery Stores and all the restaurants we need and transportation is not a problem; therefore, we do not need all that added congestion at this intersection. I do not know why a business person would want to place a store there in the first place and to be asking to have it rezoned from Agriculture to Business for a store that will never sell alcohol or will they? This will be a major negative impact on Ridge Forest Subdivision and all surrounding businesses.

Please do not allow this business to be built at the corner of White Pine Court and Tobacco Rd.

Sincerely,

Arthur & Lisa Dean III

Outlook

[EXTERNAL] Opposition to Case # SE-25-09 & Z-25-26

From KIMBERLY WRIGHT <klwright84@yahoo.com>
Date Sun 7/20/2025 15:48
To Amanda Cruz <acruz@augustaga.gov>
Cc Kimberly Wright <ridgeforestofaugusta@gmail.com>

Hello,

My name is Kimberly Wright. I am a resident at 4311 White Pines Ct Augusta, GA 30906. I am also the President of the Ridge Forest Homeowners Association.

This email is to express my opposition to petition case #SE-25-09 and #Z-25-26, that relates to the development of 2385 Tobacco Rd and 4202 White Pine Ct.

Placing a convenience store with a drive-thru restaurant will affect the safety and esthetics of the neighborhood. When it comes to boosting the economy in the southern area of Richmond County, we look for dining and retails establishments that resemble those in the western area of Richmond County. A convenience store with a drive-thru restaurant does not equate that. It is safe to say that having such a development would invite unwanted loitering at the store and thus may cause an uptick in crime. Our neighborhood is composed of individuals that take tremendous pride in where we live. We have more than enough convenience stores and drive-thru restaurants that are very short driving distances from our neighborhood and we are not in need to have that right outside our neighborhood.

I implore to please side in favor of this opposition to the development of that property. We want the drastic increase of our property values to reflect in the property around us and not to have something to potentially bring down the value of our property.

Thank you for your time and consideration.

Sincerely,

Kimberly L. Wright, President
Ridge Forest Homeowners Association
klwright84@yahoo'com
(706) 627-7227

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Outlook

[EXTERNAL] REZONING CASE #SE-25-09 AND CASE #Z-25-26

From ALMAND ALLEN <a.allen4229@comcast.net>
Date Mon 7/21/2025 15:03
To Amanda Cruz <acruz@augustaga.gov>

We Armand and Marieta Allen who lives at 4229 white pine court in Ridge Forest subdivision, we oppose of the case 3Z-25-26 rezoning from agriculture to B-1 neighborhood business, and Case # SE-25-09 special exception. We are asking if you would help us out and oppose as well. Thanks in advance the Allen family.

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Outlook

[EXTERNAL] Total opposition

From burbineweb@comcast.net <burbineweb@comcast.net>
Date Mon 7/21/2025 19:54
To Amanda Cruz <acruz@augustaga.gov>

Hello, My name is William Burbine my address is 4328 White Pine CT.
Augusta, Ga. 30906
I am in total opposition of the following cases,
Case # SE-25-09
Case # Z-25-26

Thank you,
William Burbine
706-691-6689
[**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.]

Outlook

[EXTERNAL] Rezoning Concerns

From KATHY MADDOX <katadvise@yahoo.com>
Date Tue 7/22/2025 09:59
To Amanda Cruz <acruz@augustaga.gov>

Kathy L. Maddox

4243 Black Oak Court

Augusta Georgia 30906

katadvise@yahoo.com

706-373-7307

July 21, 2025

Subject: Opposition to SE-25-09 and Z-25-26 Due to Traffic and Congestion Concerns

Dear Augusta Richmond County Board of Commission,

I am writing to express my strong opposition to proposals SE-25-09 and Z-25-26. As a resident who has lived peacefully in my home for the past twenty-seven years, I am deeply concerned about the significant increase in traffic and congestion that these developments would bring, particularly at the entrance of my subdivision.

The proposed projects threaten to disrupt the tranquility and safety of my neighborhood, which I have cherished for nearly three decades. The added traffic will not only cause congestion and safety hazards but will also substantially increase the time I spend commuting daily. This

disruption would negatively impact my quality of life and the peaceful environment I have valued for so many years.

I urge you to reconsider these proposals or to implement measures that mitigate their impact on existing residents. Preservation of the community's character and safety should be a priority.

Thank you for your attention to this matter.

Sincerely,

Kathy L. Maddox

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Outlook

[EXTERNAL] RE: Opposition Letter to Rezoning, and Special Exception | SE-25-09 and Z-25-26

From Linda G. Roberts <lroberts9197@comcast.net>
Date Wed 7/23/2025 20:50
To Amanda Cruz <acruz@augustaga.gov>
Cc Linda G Roberts <lroberts9197@comcast.net>

Greetings,

My name is Linda G. Roberts, and I reside at 4604 Shadow Moss Ct, Augusta, GA 30906 in the Ridge Forest subdivision.

Please allow this email to serve as my opposition to the following:

- SE-25-09 [Location: 2385 Tobacco Road and 4202 White Pine Court] [Map #'s 154-0-281-02-0 & 154-0-281-01-0] [Case Type: Special Exception]
- Z-25-26 [Location: 2385 Tobacco Road and 4202 White Pine Court] [Map #'s 154-0-281-02-0 & 154-0-281-01-0] [Case Type: Rezoning]

Sincerely,
Linda G. Roberts
706-831-2558 [Mobile]
Lroberts9197@comcast.net [E-Mail]

[**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.]

Interstate 520 EB
Windsor Spring Rd
Rosier Rd
Phinizy Rd
Tobacco Rd
Willis Foreman Rd
Peach Orchard Rd
Lakeland Ct
Elk Grove Trl
White Pine Ct
Tobacco Rd
Short Leaf Ct
Request: A Change of Zoning from zone A (Agriculture) to zone B-1 (Neighborhood Business) to develop a convenience store with a drive-thru restaurant, affecting properties containing approximately 1.9 acres located at 2385 Tobacco Road and 4202 White Pine Court.
Name: Jaymin Patel on behalf of Elmeric Investment Properties, LLC
Parcels: 154-0-281-02-0, 154-0-281-01-0
Planning Commission
Z-25-26
August 4, 2025
2385 Tobacco Road and
4202 White Pine Court
Aerial
Subject Property
Augusta
GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633
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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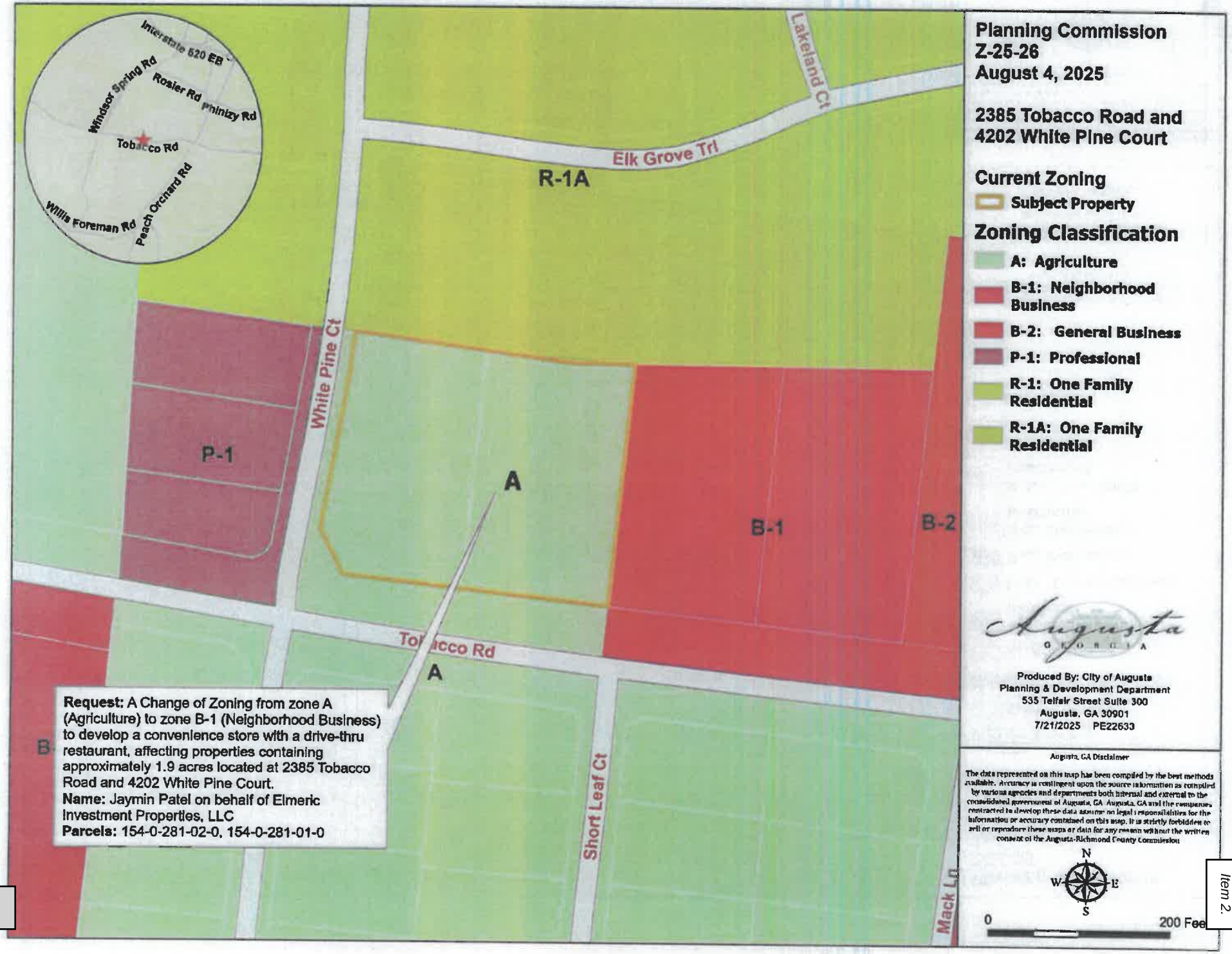
Interstate 520 EB
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Rosier Rd
Phinizy Rd
Tobacco Rd
Willis Foreman Rd
Peach Orchard Rd
Lakeland Ct
Elk Grove Trl
R-1A
White Pine Ct
P-1
A
B-1
B-2
Tobacco Rd
A
Short Leaf Ct
Mack Ln
Request: A Change of Zoning from zone A (Agriculture) to zone B-1 (Neighborhood Business) to develop a convenience store with a drive-thru restaurant, affecting properties containing approximately 1.9 acres located at 2385 Tobacco Road and 4202 White Pine Court.
Name: Jaymin Patel on behalf of Elmeric Investment Properties, LLC
Parcels: 154-0-281-02-0, 154-0-281-01-0
Planning Commission
Z-25-26
August 4, 2025
2385 Tobacco Road and
4202 White Pine Court
Current Zoning
Subject Property
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
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633
Augusta, GA Disclaimer
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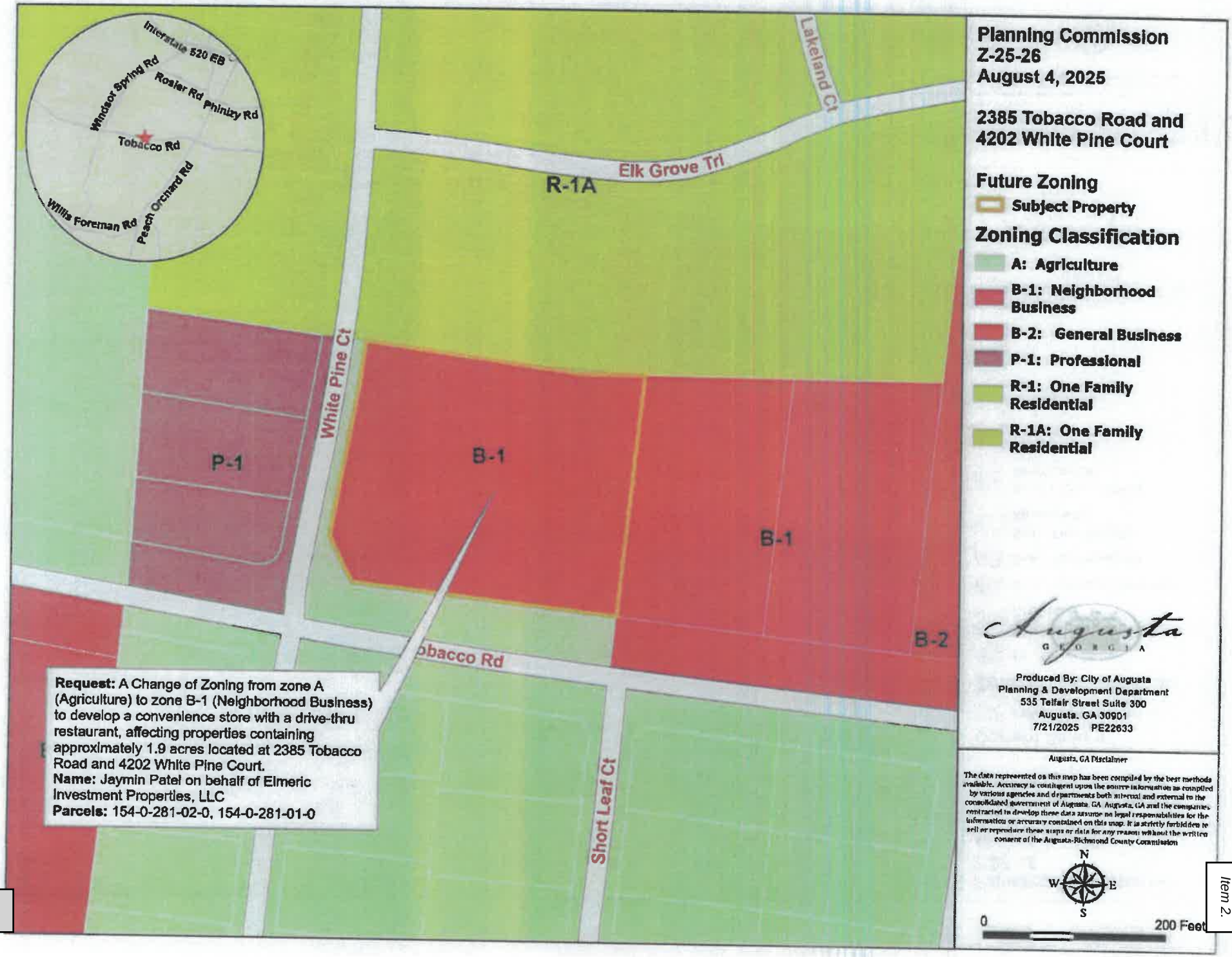
Interstate 520 EB
Windsor Spring Rd
Rosier Rd
Phinizy Rd
Tobacco Rd
Willis Foreman Rd
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Lakeland Ct
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R-1A
White Pine Ct
P-1
B-1
B-1
B-2
Tobacco Rd
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Parcels: 154-0-281-02-0, 154-0-281-01-0
Planning Commission
Z-25-26
August 4, 2025
2385 Tobacco Road and
4202 White Pine Court
Future Zoning
Subject Property
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
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633
Augusta, GA Disclaimer
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Commission Meeting

August 19, 2025

Item Name: Z-25-27

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**Z-25-27** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Plexus Research and Design Inc. on behalf of the Estate of Norma J. Brunty requesting a rezoning from zone R-1A (One-Family Residential) to zone P-1 (Professional/Office) to develop a professional legal office, affecting property containing approximately 0.26 acres located at 3329 Westcliffe Court. Tax Map # 010-4-063-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. The installation of a 6-foot wooden privacy fence along the rear and side yard to buffer the nearby residences. 2. Creation of a parking lot consisting of at least 6 spaces in the rear of the property; parking will not be permitted in the front yard of the office building. 3. Any proposed lighting fixtures must be directed downward and not toward buildings. 4. Approval of this rezoning request does not constitute approval of the concept site plan, which must be compliant with all Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property. 5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: Z-25-27
Applicant: Plexus Research & Design Inc.
Property Owner: Estate of Norma J. Brunty
Property Address: 3329 Westcliffe Court
Tax Parcel No(s): 010-4-063-00-0
Current Zoning: R-1A (One-Family Residential)
Fort Gordon Notification Required: N/A
Commission District 7: Tina Slendak
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1A (One-Family Residential) to P-1 (Professional/Office)	Office	Section 20-1

SUMMARY OF REQUEST:

This petition seeks to rezone a 0.26-acre parcel at 3329 Westcliffe Court within the Cannongate Neighborhood from R-1A (One-Family Residential) to P-1 (Professional/Office) for use as a professional legal office. The residence is currently vacant, measures 1,760 square feet, and was constructed in 1970.

COMPREHENSIVE PLAN CONSISTENCY:

The proposed development is in the West Augusta Character Area. This character area reflexes suburban development patterns of low-density residential subdivisions with apartment complexes along the major thorough fares. Developable land has become scarcer in recent years attributing to more medium density development such as townhomes. Commercial development is characterized by shopping centers, professional offices and entertainment establishments along major roadways in a linear pattern. The vision for this area is to promote limited development of the remaining tracts while preserving the single-family residential character that dominates the area. Mixed uses development will be encouraged on sites being redeveloped. The applicant's proposal is compatible with the desired development pattern for the West Augusta Character Area.

FINDINGS:

1. The 0.26-acre tract is located at the intersection of Pleasant Home Road and Westcliffe Court.
2. The property is situated in the Cannongate Neighborhood.
3. The Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Pleasant Home Road as a local road.

4. Public transit route 5 runs along Pleasant Home Road, and a bus stop is located approximately 1 mile from the property.
5. Public water and sewer are present in the immediate area.
6. Adjacent zoning: West and East: R-1A (One-Family Residential), North: R-1E (One-Family Residential), South: P-1 (Professional/Office)
7. According to the FEMA Flood Insurance Rate Maps (FIRM), the property is not located in a Special Flood Hazard Area.
8. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
9. At the time of completion of this report, staff have not received any inquiries regarding this application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- Submission for work must include a site plan that considers the change to drainage. Detention will be required.

Utilities Comments:

- None received at this time

RECOMMENDATION: The Planning Commission recommends **Approval** of the rezoning request to P-1 (Professional Office) with the following conditions:

1. The installation of a 6 ft wooden privacy fence along the rear and side yard to buffer the nearby residences.
2. Creation of a parking lot consisting of at least 6 spaces in the rear of the property, parking will not be permitted in the front yard of the office building.
3. Any proposed lighting fixtures must be directed downward and not toward buildings.
4. Approval of this rezoning request does not constitute approval of the concept site plan which must be compliant with all Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
5. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, 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.

DRAFT

916 Howell Mill Road NW
Suite 300
Atlanta, Georgia
30318

plexus r+d, inc.

voice: 404.819.7728
data: 404.931.3198

25 June, 2025

City of Augusta
Department of Planning & Development
535 Telfair Street, Suite 300
Augusta, Georgia 30901

Re: Letter of Intent – Rezoning 3329 Westcliffe Court

This letter is provided to describe the purpose of the proposed rezoning of the property located at 3329 Westcliffe Court, in Augusta, Georgia. The proposed rezoning from R-1 to P-1 is intended to allow the existing structure to be utilized as a professional legal office.

Very Truly Yours,

Jordan W Williams
plexus Research + Design, Inc.

3329 Westcliffe Court Rezoning
3329 Westcliffe Court
Augusta, Georgia 30907
STRUCTURAL
CONTRACTOR
CIVIL
A0.02
SITE PLAN
WESTCLIFFE COURT
PLEASANT HOME ROAD
1 EXISTING SITE PLAN
2 PROPOSED SITE PLAN

Request: A Change of Zoning from zone R-1A (One-Family Residential) to zone P-1 (Professional/Office) to develop a professional legal office, affecting property containing approximately 0.26 acres located at 3329 Westcliffe Court.
Name: Plexus Research and Design Inc. on behalf of the Estate of Norma J. Brunty
Parcel: 010-4-063-00-0

Planning Commission
Z-25-27
August 4, 2025

3329 Westcliffe Court

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633

Augusta, GA Disclaimer

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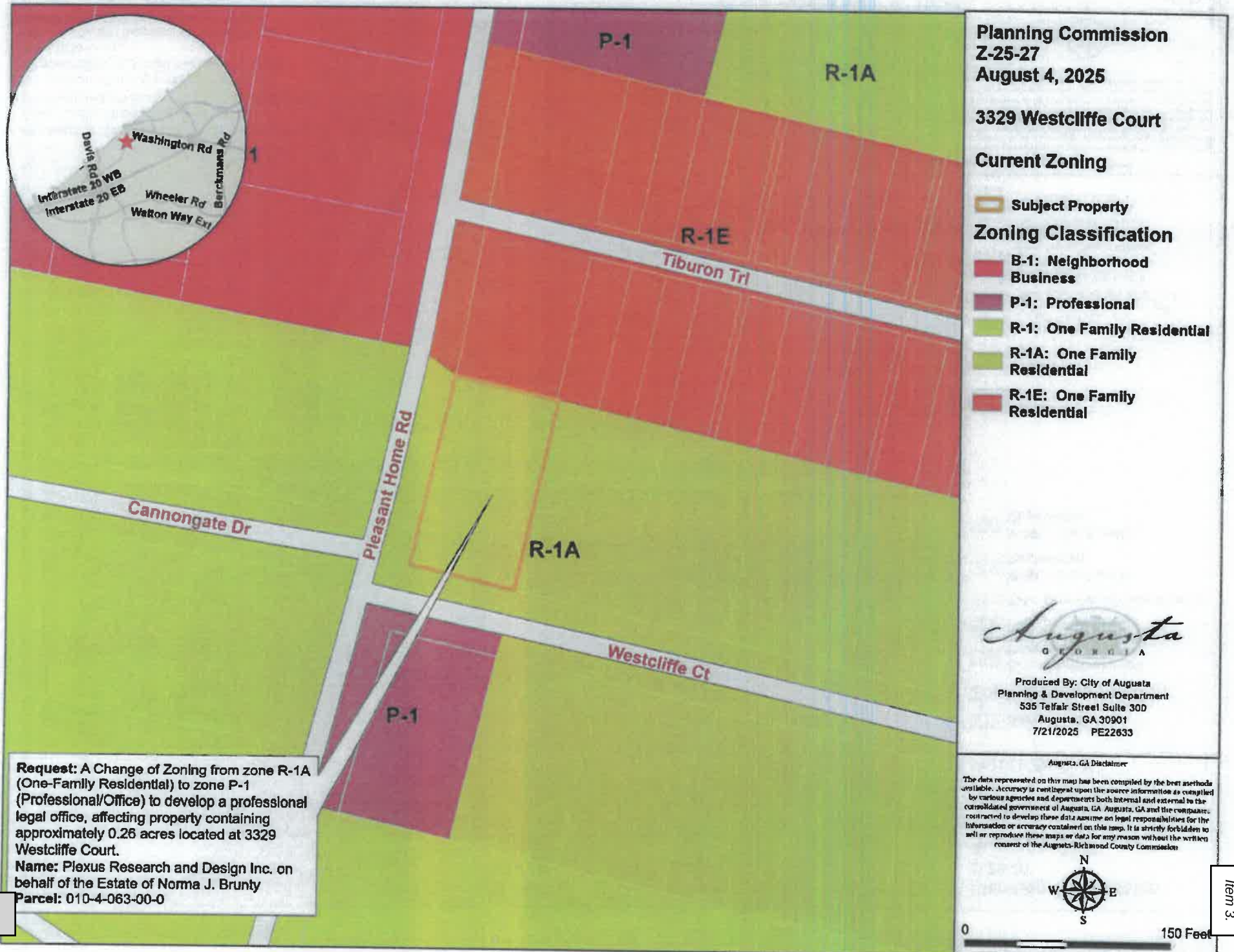
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R-1A
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Tiburon Trl
Pleasant Home Rd
Cannongate Dr
Westcliffe Ct
R-1A
P-1
Washington Rd
Davis Rd
Interstate 20 WB
Interstate 20 EB
Wheeler Rd
Berckmans Rd
Walton Way Ext
Planning Commission
Z-25-27
August 4, 2025
3329 Westcliffe Court
Current Zoning
Subject Property
Zoning Classification
B-1: Neighborhood Business
P-1: Professional
R-1: One Family Residential
R-1A: One Family Residential
R-1E: One Family Residential
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633
Augusta, GA Disclaimer
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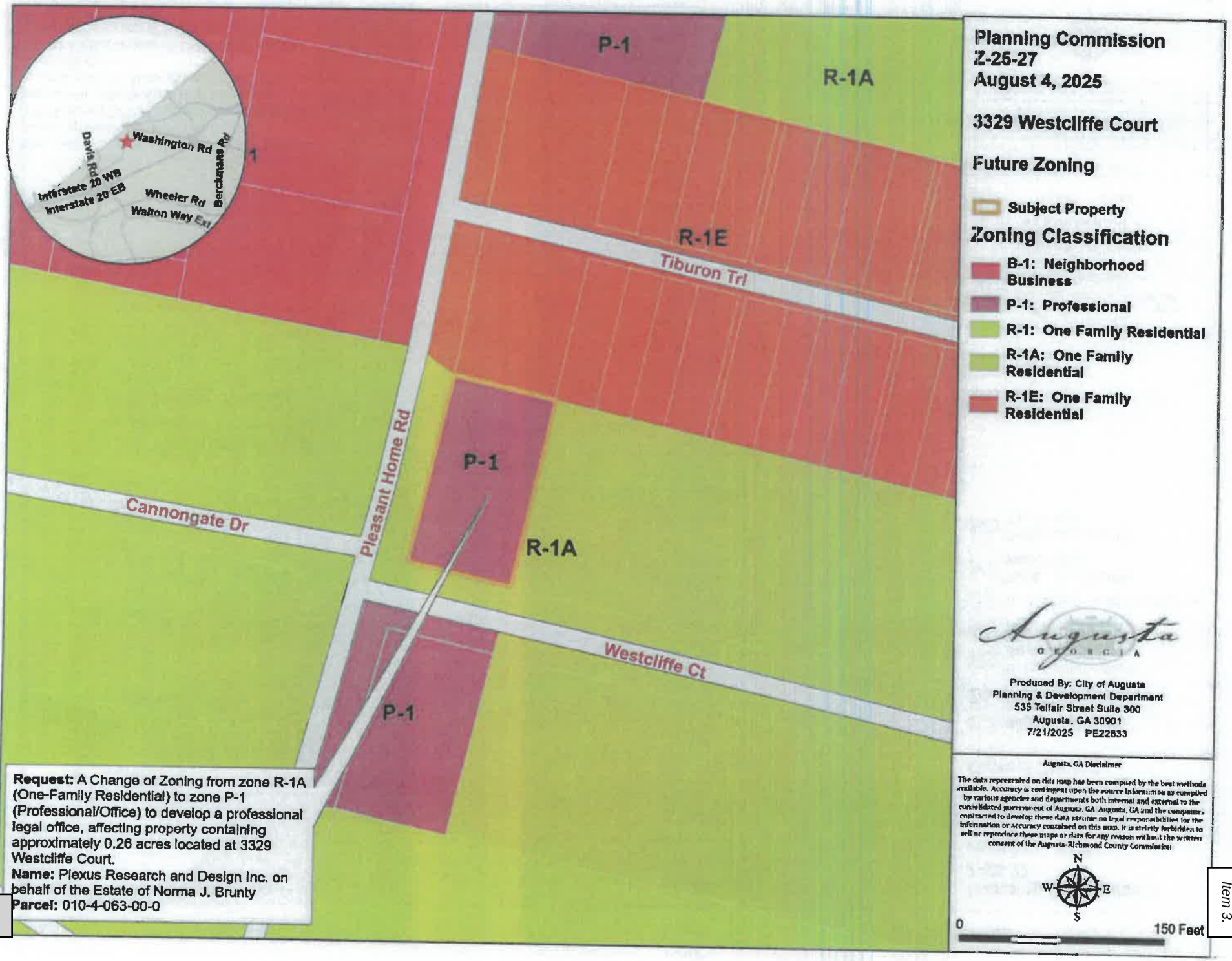
Request: A Change of Zoning from zone R-1A (One-Family Residential) to zone P-1 (Professional/Office) to develop a professional legal office, affecting property containing approximately 0.26 acres located at 3329 Westcliffe Court.
Name: Plexus Research and Design Inc. on behalf of the Estate of Norma J. Brunty
Parcel: 010-4-063-00-0


Planning Commission
Z-25-27
August 4, 2025
3329 Westcliffe Court
Future Zoning
Subject Property
Zoning Classification
B-1: Neighborhood Business
P-1: Professional
R-1: One Family Residential
R-1A: One Family Residential
R-1E: One Family Residential
P-1
R-1A
R-1E
Tiburon Trl
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Cannongate Dr
Westcliffe Ct
Washington Rd
Davis Rd
Interstate 20 WB
Interstate 20 EB
Wheeler Rd
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Request: A Change of Zoning from zone R-1A (One-Family Residential) to zone P-1 (Professional/Office) to develop a professional legal office, affecting property containing approximately 0.26 acres located at 3329 Westcliffe Court.
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Commission Meeting

August 19, 2025

Item Name: Z-25-28

Department: Planning & Development

Presenter: Chyvattee Vassar, Interim Director

Caption: **Z-25-28** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by George Fuller on behalf of Georgia Baptist Children's Homes and The Salvation Army requesting a rezoning from zones A (Agriculture) and R-1 (One-Family Residential) to zone R-1C (One-Family Residential) to develop a single-family residential subdivision, affecting property containing approximately 36.54 acres located at 3630 Windsor Spring Road. Tax Map # 142-0-003-01-0.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. The development must substantially conform to the concept plan submitted with this rezoning application.
2. The overall density shall not exceed 2.93 units per acre.
3. Sidewalks are required along both sides of all internal streets within the proposed subdivision.
4. The development must have alternating elevations with at least 4 different facades, all alternating, and none with more than 30% vinyl siding for the front facade of the homes.
5. The development must provide at least 25% open space and a covered mail kiosk.
6. Amenities, i.e., walking trails and a playground, pavilion, patio areas, etc., must be included within the development.
7. Approval of this rezoning request does not constitute approval of the conceptual subdivision plan submitted with the rezoning application. The proposed development shall obtain final plat approval in compliance with the Land Subdivision Regulations of Augusta, Georgia prior to construction commencing on the property.
8. The proposed development shall obtain development plan approval in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
9. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: Z-25-28
Applicant: George Fuller
Property Owner: Georgia Baptist Children's Homes & The Salvation Army
Property Address: 3630 Windsor Spring Road
Tax Parcel No: 142-0-003-01-0
Current Zoning: A (Agricultural) and R-1 (One-family Residential)
Fort Eisenhower Notification Required: N/A
Commission District 6: Tony Lewis
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from A (Agricultural) and R-1 (One-family Residential) to R-1C (One-family Residential)	Single-family detached Units	Section 11-1

SUMMARY OF REQUEST:

The applicant seeks to rezone a 36.54-acre tract from A (Agricultural) and R-1 (One-family Residential) to R-1C (One-family Residential) to develop a single-family detached residential subdivision. The parcel currently is undeveloped vacant land. The property fronts Windsor Spring Road. The concept plan presented with the rezoning application proposes the following:

- 107 single-family detached homes
- An overall density of 2.93 units per acre
- 2 new public streets with sidewalks on each side
- One stormwater detention pond
- Open space of 11 acres (approximately 30%)

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan, the property is located in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is

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already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

1. Two recent zoning actions affected the subject property.
    - The Planning Commission considered zoning case, Z-22-57, on November 7, 2022. The petitioner sought to rezone the property from A and R-1 to R-1D (One-Family Residential) to develop a residential subdivision containing 222 lots. This request also included 3047 Manchester Drive and part of 3596 Windsor Spring Road. The petition was withdrawn by the applicant.
    - The Planning Commission considered zoning case, Z-23-03, on January 4, 2023. The petitioner sought to rezone the property from A and R-1 to R-1D to develop a residential subdivision containing 354 lots. This request also included 3047 Manchester Drive, and part of 3596 Windsor Spring Road. The Augusta Commission took no action on the petition.
2. The property has nearby access to public potable water and sanitary sewer systems.
3. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Windsor Spring Road as a major arterial street.
4. There is no public transit available in the immediate area.
5. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
6. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
7. Adjacent zoning districts to the north and south are zoned A (Agricultural) and R-1 (One-Family Residential). Properties immediately to the east are zoned R-1 (One-Family Residential), and to the west are zoned A (Agricultural), R-1 (One-family Residential) and B-2 (General Business).
8. Based on the plans submitted, Traffic Engineering will require a full traffic impact study for the proposed subdivision development.
9. The proposed change in zoning to R-1C would be consistent with the 2023 Comprehensive Plan.
10. At the time of completion of this report, staff have not received any inquiries concerning this rezoning application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- As indicated by Traffic Engineering, a full traffic impact study will be required for the proposed subdivision development.

Engineering Comments:

- "Previous conversations had with submitting engineer's staff about outfall of detention basin being directed into a defined storm system."

Utilities Comments:

- None received at this time

RECOMMENDATION The Planning Commission recommends **Approval** of the rezoning request to R-1C (One-family Residential) with the following conditions:

1. The development must substantially conform to the concept plan submitted with this rezoning application.
2. The overall density shall not exceed 2.93 units per acre.
3. Sidewalks are required along both sides of all internal streets within the proposed subdivision.
4. The development must have alternating elevations with at least 4 different facades, all alternating, and none with more than 30% vinyl siding for the front facade of the homes.
5. The development must provide at least 25% open space and a covered mail kiosk.
6. Amenities, i.e., walking trails and a playground, pavilion, patio areas, etc., must be included within the development.
7. Approval of this rezoning request does not constitute approval of the conceptual subdivision plan submitted with the rezoning application. The proposed development shall obtain final plat approval in compliance with the Land Subdivision Regulations of Augusta, Georgia prior to construction commencing on the property.
8. The proposed development shall obtain development plan approval in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
9. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, 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.

DRAFT

JAMES G. SWIFT & ASSOCIATES

CONSULTING ENGINEERS
Phone #706-868-8803
Fax #706-868-5464

June 20, 2025

Augusta, Georgia Department of Planning and Development
Planning Division
535 Telfair Street, Suite 300
Augusta, Georgia. 30901

Re: Letter of Intent for Rezoning Request – Parcel 142-0-003-01-0

To the Department of Planning and Development:

On behalf of Mr. George Fuller, the prospective purchaser of parcel 142-0-003-01-0, I respectfully submit this letter of intent in support of a request to rezone the aforementioned property from its current designations of A (Agricultural) and R-1 (One-Family Residential) to R-1C (One-Family Residential).

The subject parcel is currently undeveloped, as are the adjoining parcels to the north and southeast. The property immediately south is developed as a church. Windsor Spring Road forms the western boundary. The Cambridge subdivision, located just east of the site, is zoned R-1C.

The property lies just north of a key commercial node at the intersection of Windsor Spring Road and Tobacco Road and is in proximity to the commercial corridor that extends to Fort Gordon. The proposed development will be a low-density urban residential subdivision, consistent with the intended land use for the South Augusta Character Area as outlined in the Comprehensive Plan. The project is anticipated to yield 107 single-family lots with a residential density of approximately 2.93 lots per acre, with roughly 30% of the developable area designated as green space.

A zoning sketch with a development summary is included for your review and consideration.

Mr. Fuller and I greatly appreciate your attention to this request and your continued commitment to thoughtful community planning.

Respectfully submitted,

Chandler Cooper 6/20/25

Chandler Cooper, PE Date

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**

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	3) _____
	2) _____	4) _____
Volume on each existing street (AADT):	1) 33,955	3) _____
	2) _____	4) _____
Level of Service (LOS) on each street:	1)B	3)
	2) _____	4) _____

Land Use Type / Code (ITE Trip Generation): 1) Single-family Detached Housing (210)

Basis for Calculation (sq ft, # units, etc.): 2) Units (107 * 9.57)

Trips Generated by Proposed Development: 3) 1024

Adjusted street volumes based on trips generated:
1) 34,9479 3) _____
2)

Projected Level of Service (LOS) on each street based on trips generated:
1) B 3)
2) 4)

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website https://gdottrafficdata.drakewell.com/publicmultinodemap.asp for current volume data.

***Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): (Y) or N

Date of Review: 7/17/25

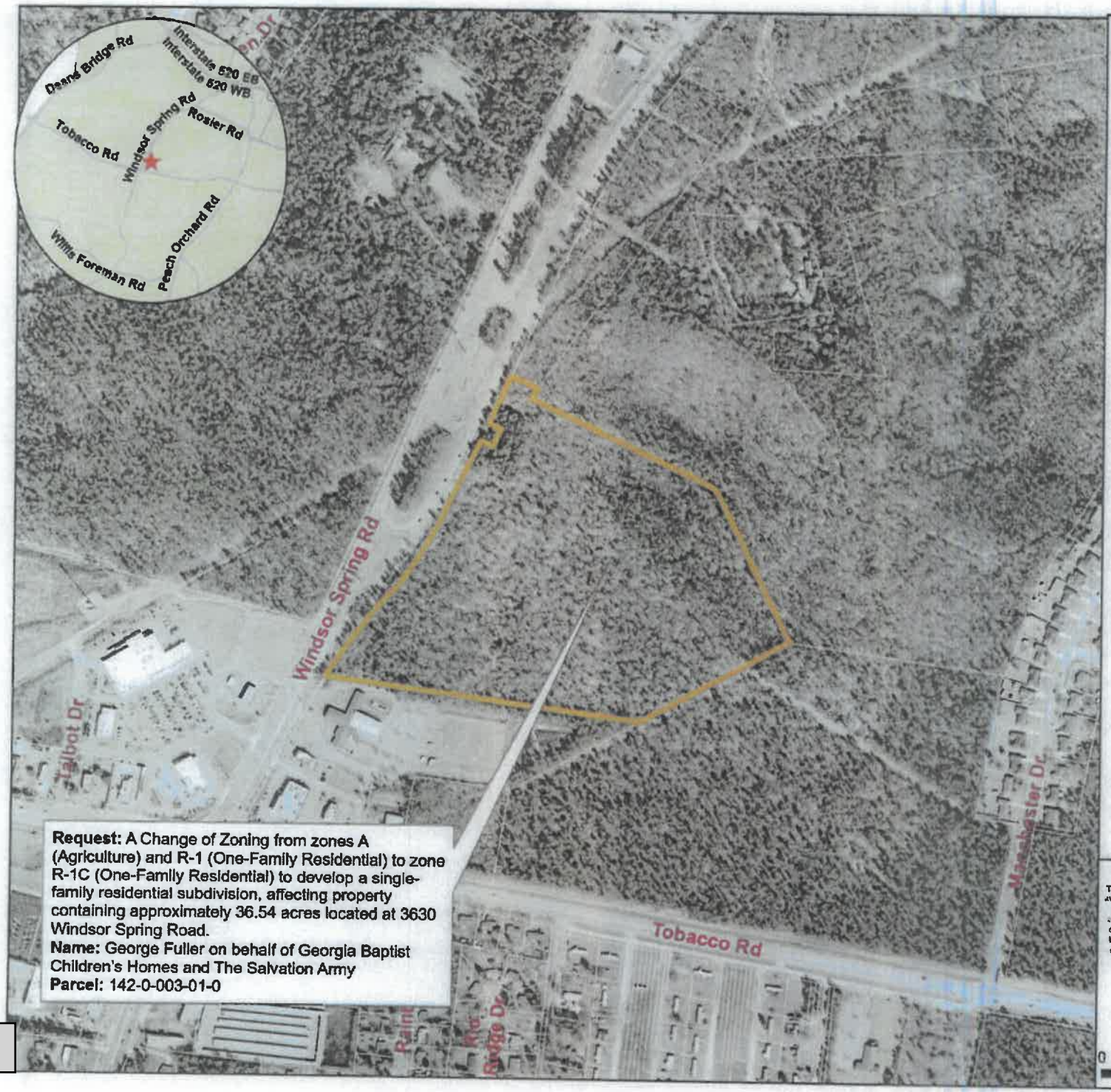
Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

Title: Traffic Operations Manager

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

GEORGE FULLER
AUGUSTA-RICHMOND COUNTY, GEORGIA
JAMES G. FULLER & ASSOCIATES
CONSULTING ENGINEERS
SUMMARY
NUMBER OF LOTS 107 LOTS
MINIMUM LOT SIZE 6,000 SQ FT
FRONT LOT SETBACK RESIDENTIAL SUBDIVISION WITH 80' R/W - 25 FT WINDSOR SPRING ROAD - 40 FT
REAR LOT SETBACK 20% OF LOT DEPTH
SIDE LOT SETBACK 7 FT
MAXIMUM BUILDING HEIGHT 2 1/2 STORIES OR 45 FT
PARCEL ID: 142-0-003-01-0
PHYSICAL ADDRESS 3530 WINDSOR SPRING ROAD
TOTAL ACREAGE 36.5 ACRES
EXISTING ZONING A & R-1
PROPOSED ZONING R-1C (ONE-FAMILY RESIDENTIAL)
RECEIVING WATERS BUTLER CREEK
OPEN SPACE/BUFFER 11.0/36.5 = .30%
PROPOSED DENSITY 107 LOTS /36.5 ACRES = 2.93 LOTS/ACRES
TYPICAL LAYOUT (R-1C)
60' R/W (PUBLIC)
REVISION NOTES
REV. # DATE COMMENT



Planning Commission
Z-25-28
August 4, 2025

3630 Windsor Spring Road

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633

Augusta, GA Disclaimer

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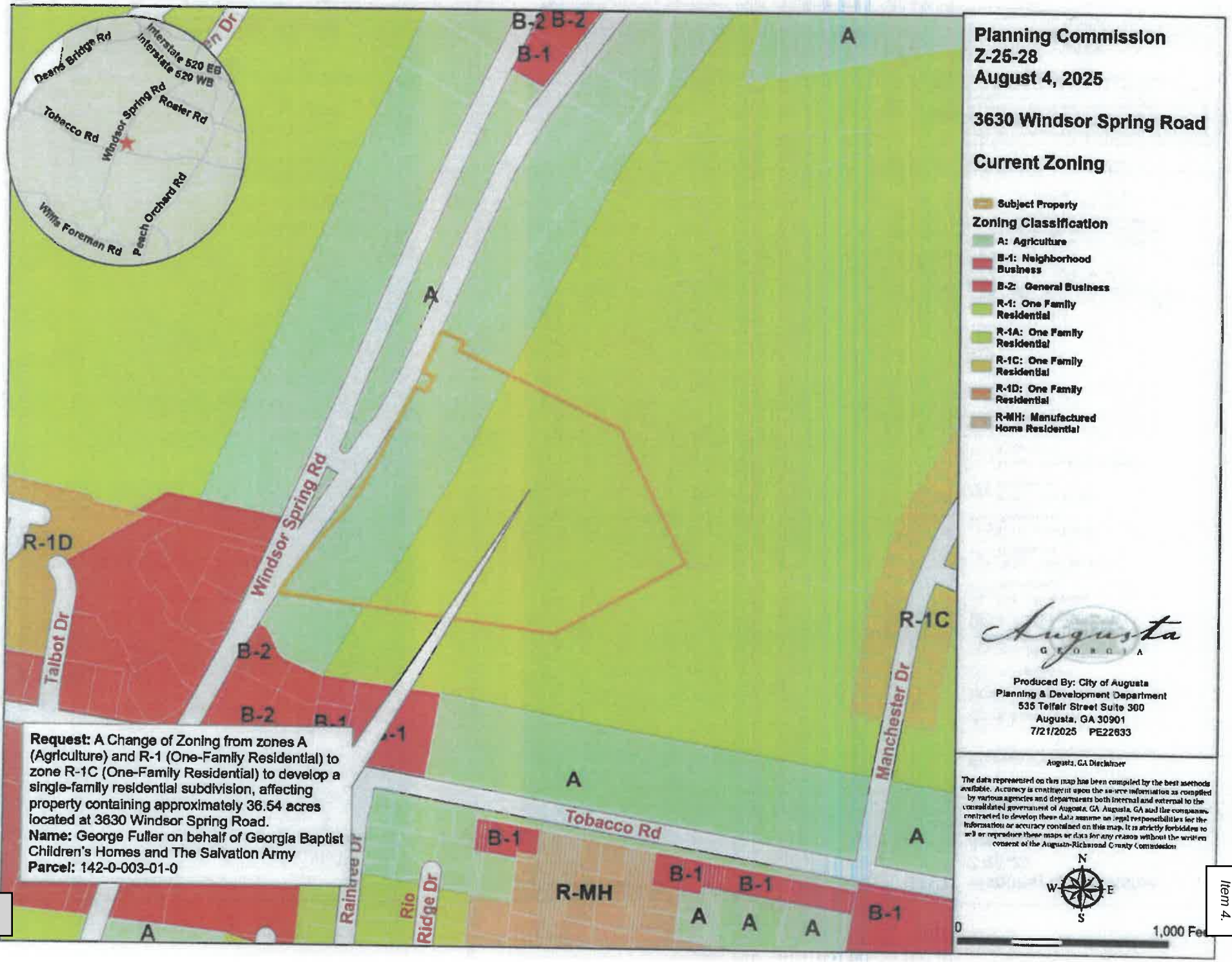
Planning Commission
Z-25-28
August 4, 2025
3630 Windsor Spring Road
Current Zoning
Subject Property
Zoning Classification
A: Agriculture
B-1: Neighborhood Business
B-2: General Business
R-1: One Family Residential
R-1A: One Family Residential
R-1C: One Family Residential
R-1D: One Family Residential
R-MH: Manufactured Home Residential
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
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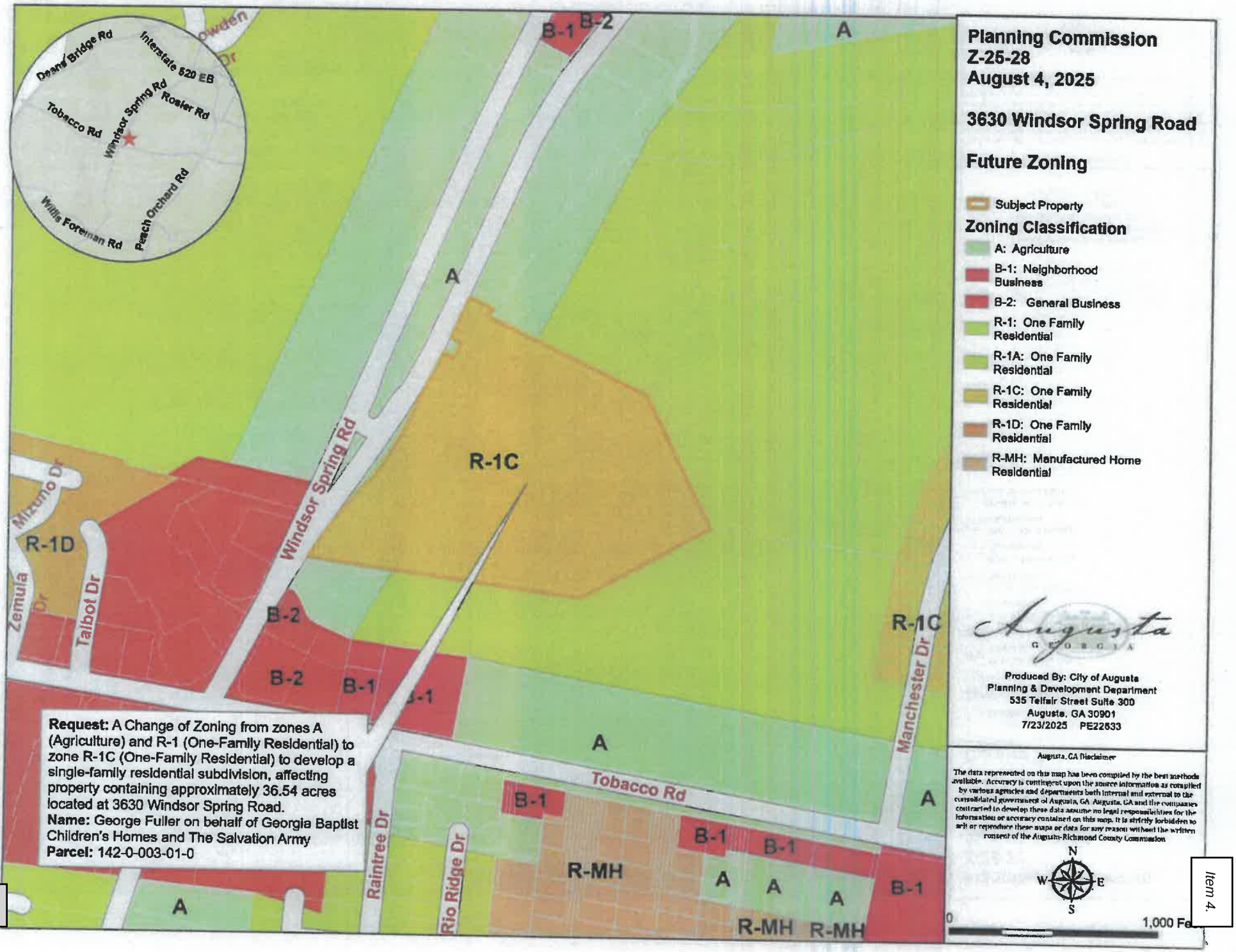
Request: A Change of Zoning from zones A (Agriculture) and R-1 (One-Family Residential) to zone R-1C (One-Family Residential) to develop a single-family residential subdivision, affecting property containing approximately 36.54 acres located at 3630 Windsor Spring Road.
Name: George Fuller on behalf of Georgia Baptist Children's Homes and The Salvation Army
Parcel: 142-0-003-01-0
Deans Bridge Rd
Interstate 520 EB
Interstate 520 WB
Tobacco Rd
Windsor Spring Rd
Roster Rd
Wills Foreman Rd
Peach Orchard Rd
Windsor Spring Rd
Talbot Dr
Rainbree Dr
Rio Ridge Dr
Tobacco Rd
Manchester Dr
R-1D
R-1C
R-MH
B-1
B-2
A


Planning Commission
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Name: George Fuller on behalf of Georgia Baptist Children's Homes and The Salvation Army
Parcel: 142-0-003-01-0
Windsor Spring Rd
Interstate 520 EB
Deans Bridge Rd
Roster Rd
Tobacco Rd
Willis Foreman Rd
Peach Orchard Rd
Mizuno Dr
Zemula Dr
Talbot Dr
Raintree Dr
Rio Ridge Dr
Manchester Dr
Tobacco Rd
R-1C
R-1D
R-MH
A
B-1
B-2

Commission Meeting

August 19, 2025

Item Name: Z-25-29

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**Z-25-29** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Purpose Holdings, LLC on behalf of Good News Church Inc., requesting a rezoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-1E (One-Family Residential) to develop a single-family residential subdivision, affecting approximately 4.08 acres out of a 7.47-acre tract located at 400 Warren Road. Tax Map # 017-0-026-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. The development must substantially conform to the concept plan for single-family detached homes submitted with this rezoning application. 2. Provide sidewalks along both sides of the internal streets within the proposed subdivision. 3. No dwellings shall be located within a 150-foot radius of the telecommunications tower. 4. Approval of this rezoning request does not constitute approval of the conceptual subdivision plan submitted with the rezoning application. The proposed development shall obtain final plat approval in compliance with the Land Subdivision Regulations of Augusta, Georgia prior to construction commencing on the property. 5. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: Z-25-29
Applicant: Purpose Holdings, LLC
Property Owner: Good News Church, Inc.
Property Address: 400 Warren Road
Tax Parcel No: 017-0-026-00-0
Current Zoning: R-1 (One-Family Residential) and R-1A (One-Family Residential)
Fort Eisenhower Notification Required: N/A
Commission District 5: Tina Slendak
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1 (One-Family Residential) and R-1A (One-Family Residential) to R-1E (One-Family Residential)	Single-family Detached Modern Style Cottages	Section 11-1

SUMMARY OF REQUEST:

The applicant seeks to rezone the eastern portion consisting of 4.08 acres of a larger property totaling 7.47 acres from R-1 (One-Family Residential) to R-1E (One-Family Residential) to develop a residential subdivision consisting of 30 detached two-and three-bedroom cottages consisting of 800 to 900 square feet with proposed green space and common areas. The property is situated between Warren Road, Clay Hill Road and Warren Bridge Road with Interstate I-20 being adjacent to the south.

COMPREHENSIVE PLAN CONSISTENCY:

The property is located within the West Augusta Character Area. The vision for West Augusta is to promote limited development of the remaining vacant properties while preserving the single-family residential character that dominated the area. Commercial development should be confined to existing locations and any additional redevelopment of commercial sites will be buffered from adjoining residential area. Mixed-use development will be encouraged on sites being redeveloped.

FINDINGS:

1. The property has a previously approved special exception for a telecommunications tower.
2. The proposed subdivision will gain access off Warren Road.
3. The proposed residential subdivision would consist of 30 detached two-and three-bedroom cottage style homes on approximately 1,980 square feet fee simple title lots.

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4. The 2-and 3-bedroon cottages would range in size from 800 to 900 square feet meeting the minimum square footage requirement for single-family dwellings.
5. The subdivision proposes to have green space and common areas of approximately 25 percent to include a dog park.
6. Public potable water and sanitary sewer are available to the property.
7. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies Warren as a local road.
8. There is no public transit available within half a mile of the property.
9. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
10. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
11. The property across Warren Road at the intersection of Waren Road, Clay Hill Road, and Crane Ferry Road is zoned B-1 (Neighborhood Business). The remaining properties across Warren Road are zoned R-1 (One-family Residential). Properties to the east and west are zoned R-1A (One-Family Residential). Interstate I-20 is directly to the south of the property.
12. The proposed change in zoning to R-1E with single-family detached dwellings would be consistent with the 2023 Comprehensive Plan.
13. At the time of completion of this report, staff have not received any inquiries concerning this rezoning application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- No comments have been received at this time

Engineering Comments:

- Detention outfall must have approval of GDOT if sent into the I-20 corridor. Entrance road should come into Warren Road as close to 90 degrees as possible.

Utilities Comments:

- No comments have been received at this time

RECOMMENDATION: With the need to provide a variety of single-family detached homes, especially starter homes, the Planning Commission recommends **Approval** of the rezoning request to R-1E (One-family Residential) with the following conditions:

1. The development must substantially conform to the concept plan for single-family detached homes submitted with this rezoning application.
2. Provide sidewalks along both sides of the internal streets within the proposed subdivision.
3. No dwellings shall be located within a 150-foot radius of the telecommunications tower.
4. Approval of this rezoning request does not constitute approval of the conceptual subdivision plan submitted with the rezoning application. The proposed development shall obtain final plat

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approval in compliance with the Land Subdivision Regulations of Augusta, Georgia prior to construction commencing on the property.

5. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, 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.*

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GOOD NEWS
A LIFE-GIVING CHURCH
400 WARREN ROAD • AUGUSTA, GA 30907
www.GoodNewsAugusta.com

February 24, 2025

Brian Kepner
Department of Planning and Development
City Of Augusta
525 Telfair Street
Augusta, GA 30901

RE: Rezoning for Good News Church

Dear Mr. Kepner,

Please be advised that Mr. Nick Teske has my permission to act on behalf of Good News Church for the purpose of rezoning of the proposed subdivided property at 400 Warren Road. This subdivided property consists of 4.08 acres as shown on the most recent survey documents dated September 5, 2024. If you have questions, please contact me at (706)836-0816. Thank you for your assistance in this matter.

Sincerely Yours,

Matthew S. Judd
Senior Pastor

PURPOSE HOLDINGS, LLC
LETTER OF INTENT FOR 400 WARREN RD REZONING

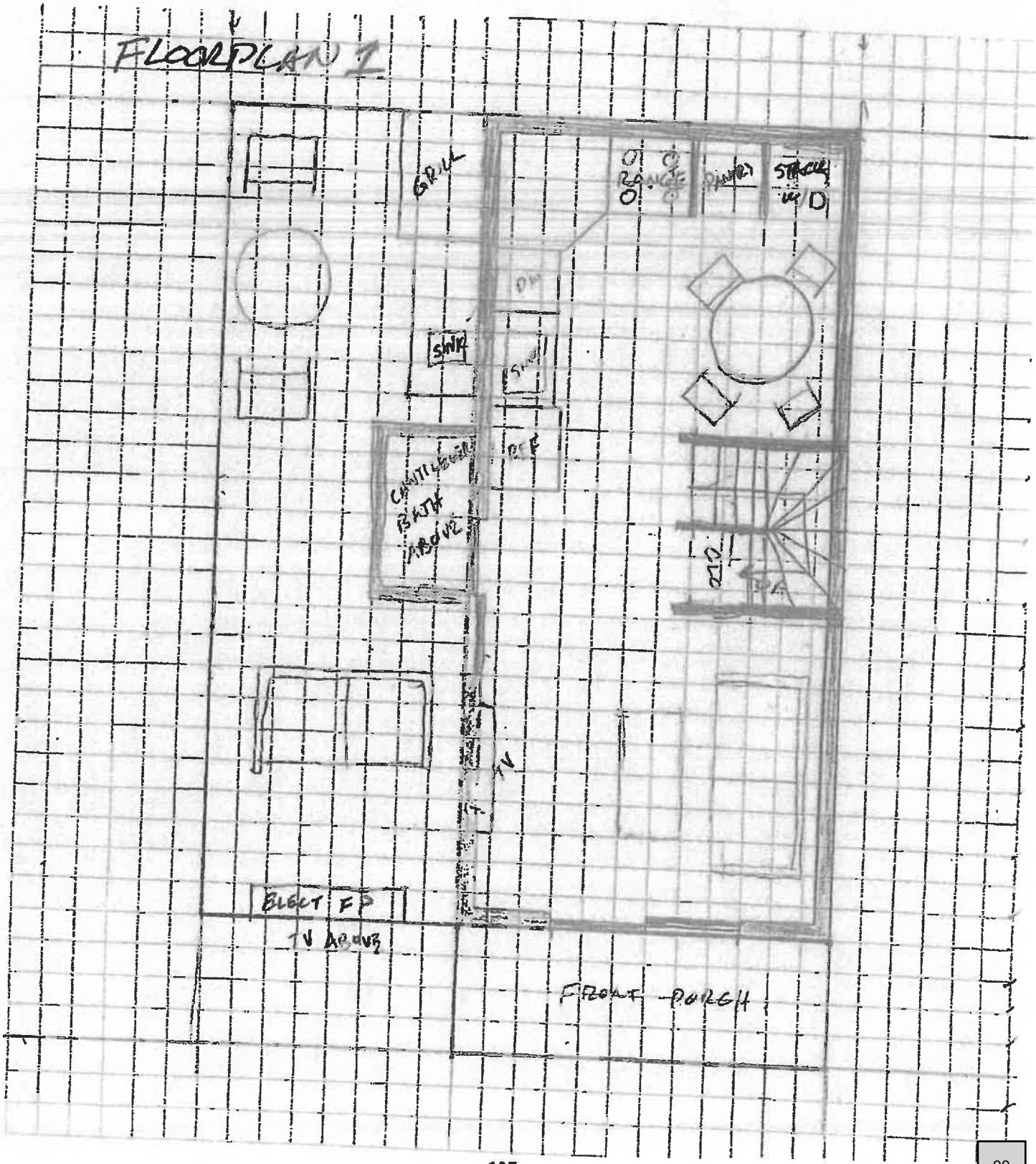
June 30, 2025

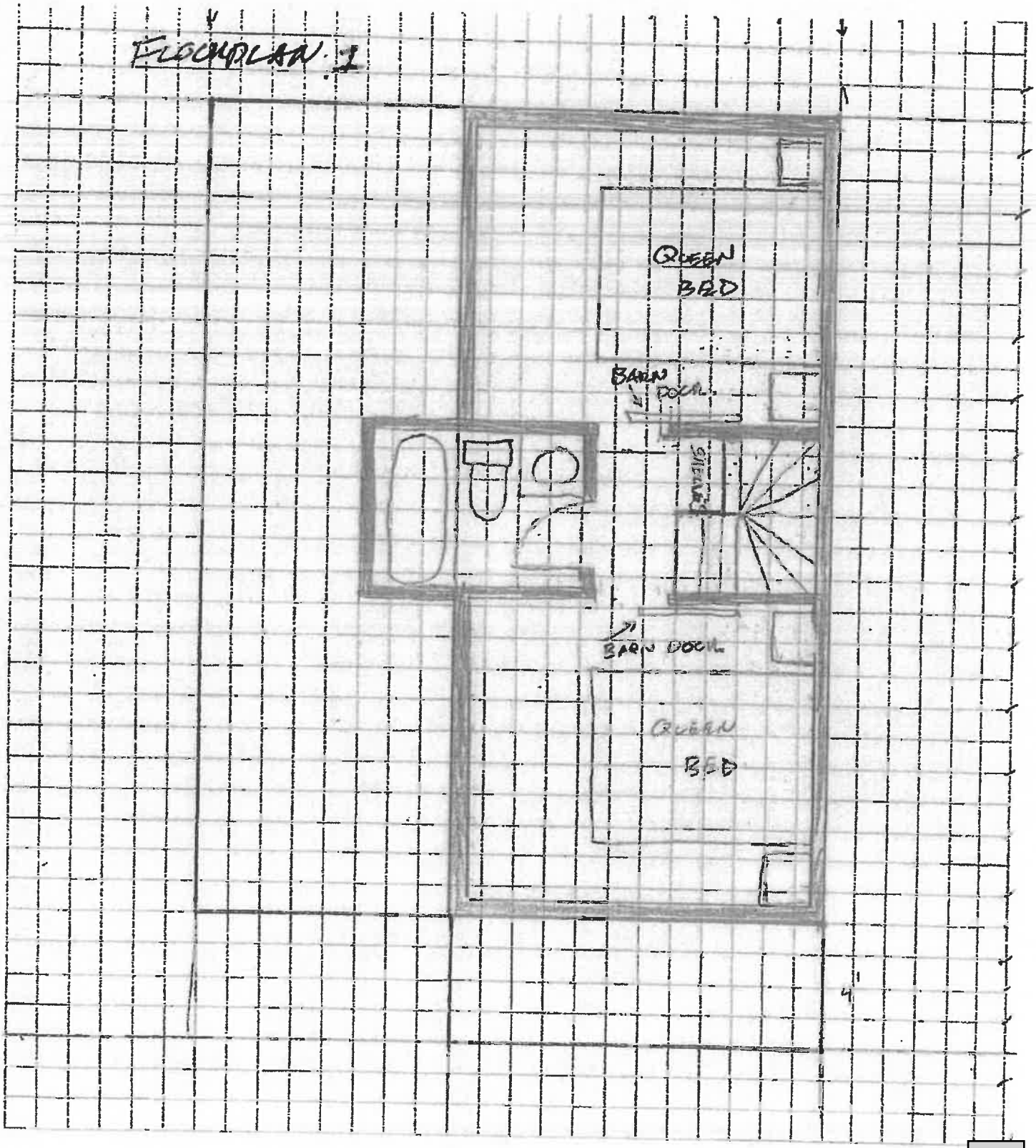
Purpose Holdings proposes a development of two- and three-bedroom cottages located on a subdivided plot comprising 4.08acres on the current Good News Church property at 400 Warren Rd. The goal of the community is to provide a modern housing solution comprised of 800-900 square foot homes. There is a significant need for housing in Augusta Richmond County, especially starter homes, and we seek to provide a sustainable solution on the Warren Road site. Purpose Holdings will extend the dream of home ownership to those who are currently priced out of the market by rising home prices.

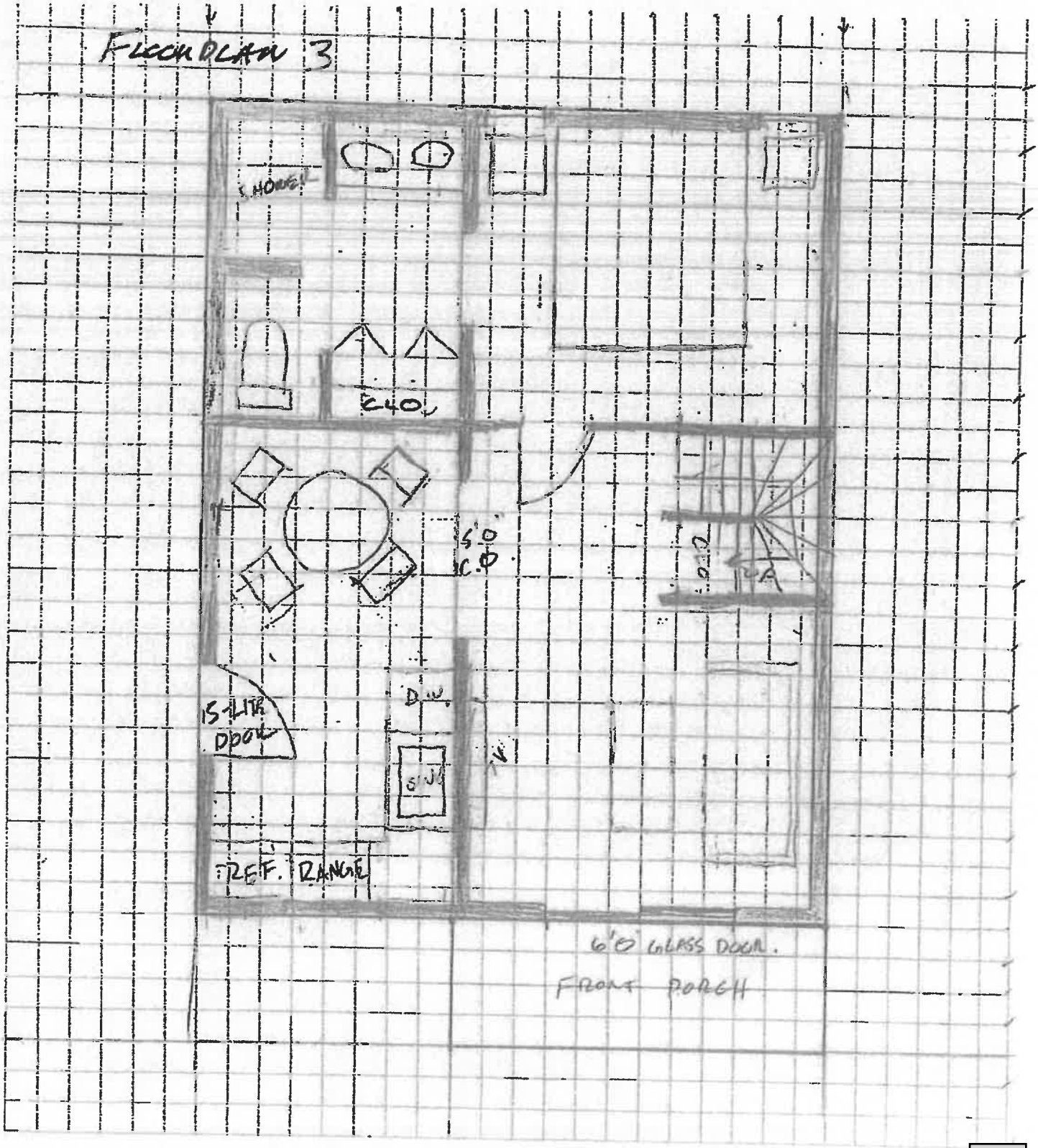
Per section 13 of the Residential Zoning Document, we are applying for R-1E zoning. Based on our preliminary sketch, the development will consist of 800-900SF homes (Conceptual plans are attached to the Rezoning packet). The development will consist of approximately 32 homes and will include a green space and common areas consisting of 25% of the total acreage (1.02acres minimum). The houses will be two story on slabs with at least 800SF under roof with the 2-BDRM floorplans having an outdoor living and entertainment area under roof.

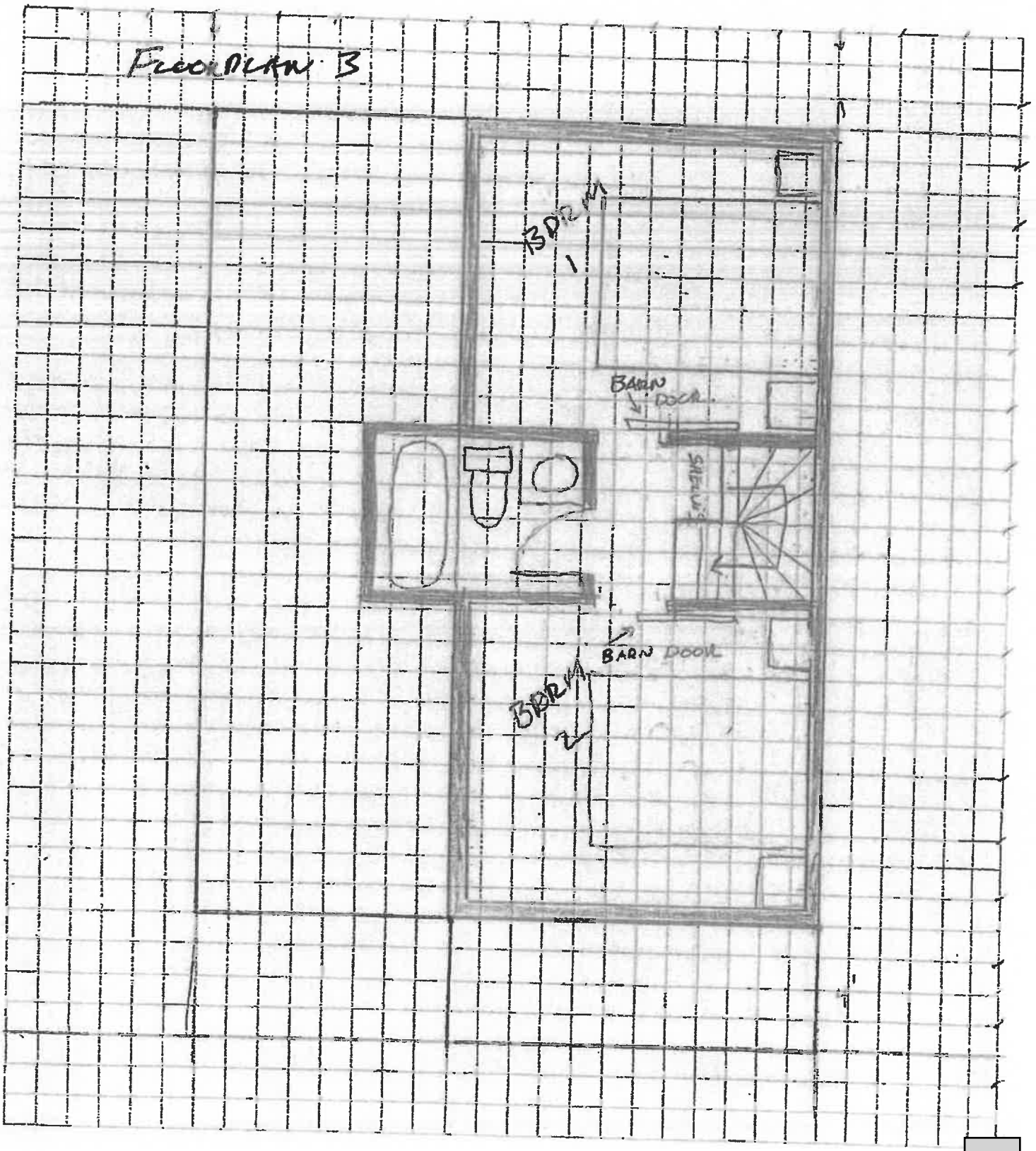
Planned amenities include a dog park, a prayer garden, community garden, walking trail around the perimeter of the property. With its proximity to the Warren Road Community Center, Warren Rd Elementary School, and Good News Church all within walking distance, we believe this is an ideal location for development.

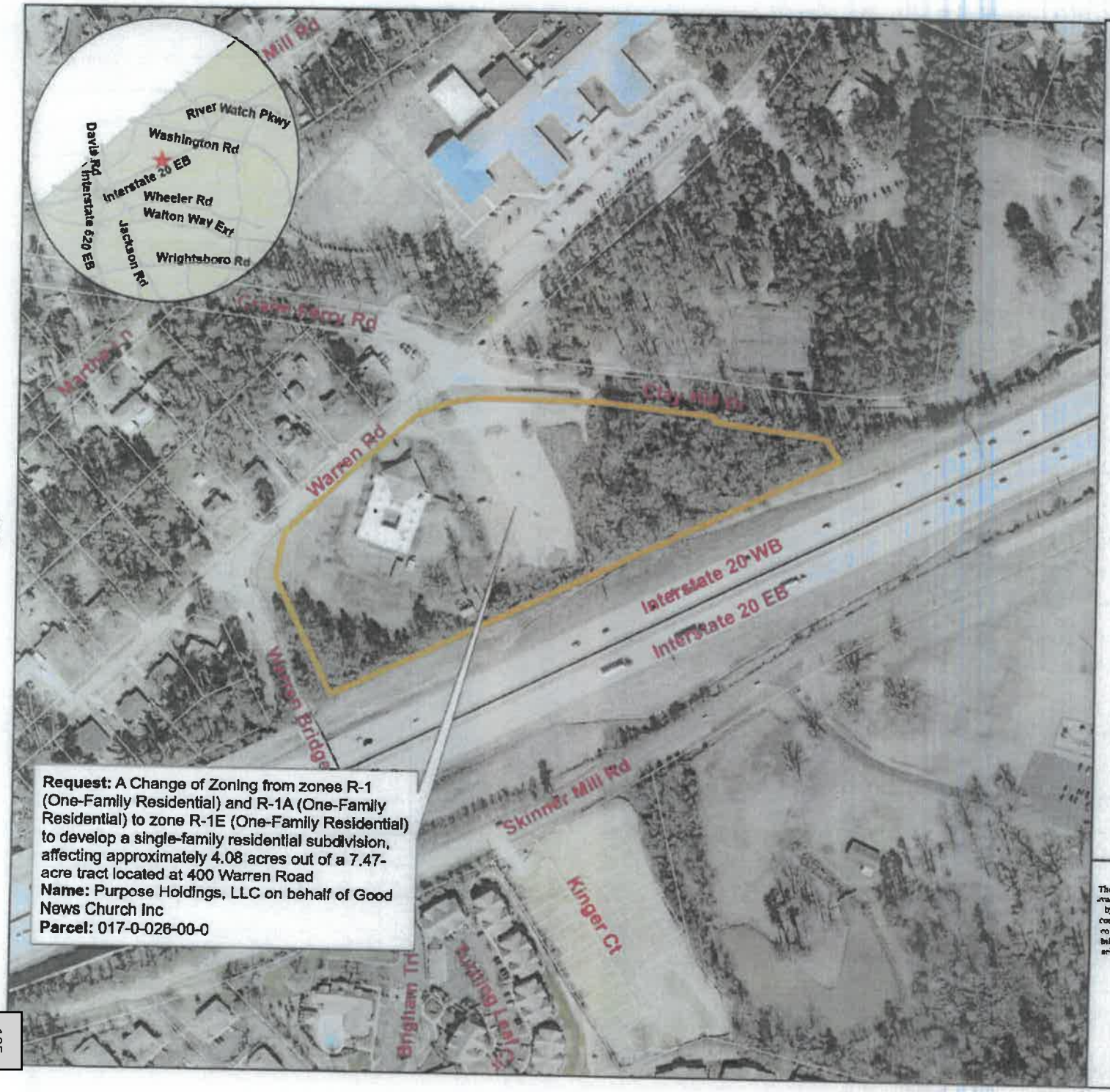
DRAKE ENGINEERING GROUP, LLC
500 NORWICH ROAD, STE. 39
AUGUSTA, GA. 30909
TEL: (706) 495 - 0893
GOOD NEWS CHURCH
400 WARREN ROAD
PURPOSE PLACE
CONCEPT PLAN
C1
REQ. GREENSPACE (25% OF 4.08 AC.) = 1.02 AC
PROP. GREENSPACE = 44,500 SF (1.02 AC)
PROP. SETBACKS
FRONT = 15 FEET
SIDES = 5 FEET
REAR = 25 FEET
SCALE
FEET
CLAY HILL ROAD
CRANE FERRY ROAD
WARREN ROAD
WARREN BRIDGE ROAD
INTERSTATE 20
COMMUNITY GARDEN
DOG PARK
DETENTION AREA
GREENSPACE
PROP. 10' BUFFER/HRD
EX. CHURCH
CHURCH PARCEL
86 SF ACRES = 3.46 ACRES


FLOORPLAN 1
GRILL
SINK
CABINETS
BATH
ABOVE
TV
ELECT FP
TV ABOVE
FRONT PORCH


FLOORPLAN 1
QUEEN
BED
BARN DOOR
SHELVES
BARN DOOR
QUEEN
BED


FLOOR PLAN 3
SHOWER
C40
5'0
C.O
15 LTR
DPOT
D.W
S.J
REF. RANGE
6'0 GLASS DOOR.
FRONT PORCH


FLOOR PLAN B
BDRM 1
BARN DOOR
SHELVES
BARN DOOR
BDRM 2



Planning Commission
Z-25-29
August 4, 2025

400 Warren Road

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/22/2025 PE22633

Augusta, GA Disclaimer

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N
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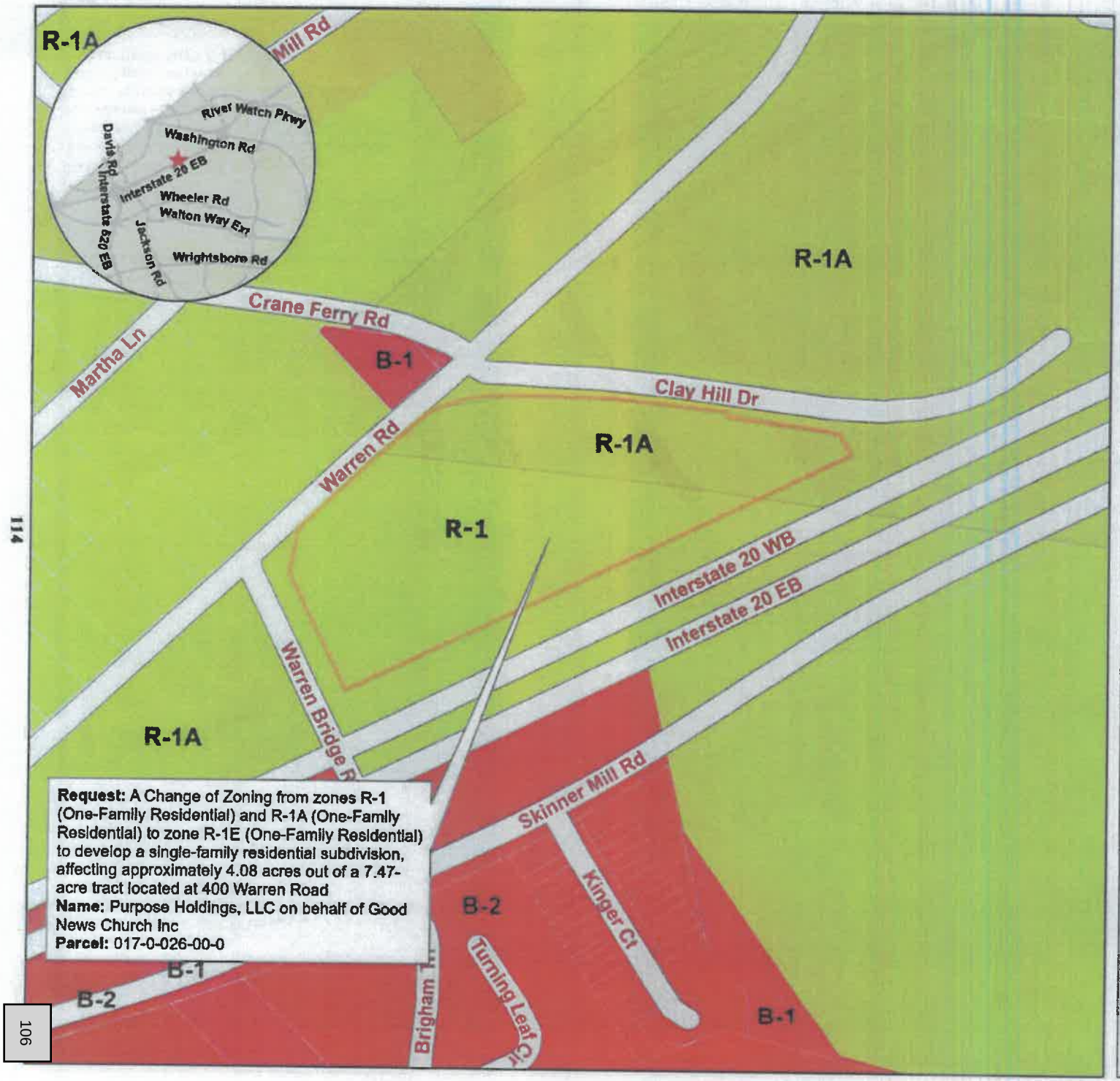
0 400 Feet



Planning Commission
Z-25-29
August 4, 2025

400 Warren Road

Current Zoning

- Subject Property

Zoning Classification

- B-1: Neighborhood Business
- B-2: General Business
- R-1: One Family Residential
- R-1A: One Family Residential
- R-1B: One Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/22/2025 PE22633

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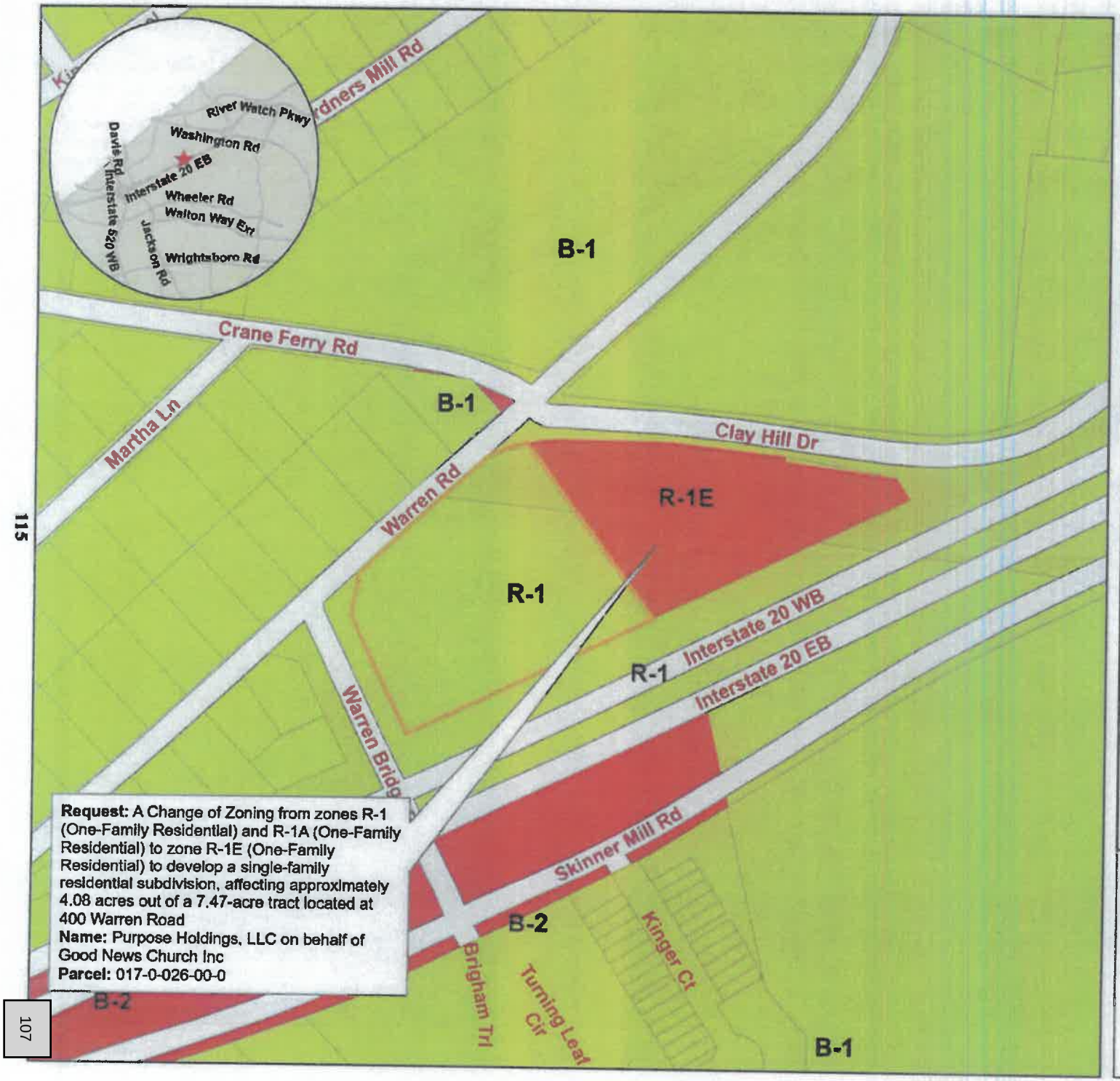
N W E S

0 400 Feet



Planning Commission
Z-25-29
August 4, 2025

400 Warren Road

Future Zoning

- Subject Property

Zoning Classification

- B-1: Neighborhood Business
- B-2: General Business
- R-1: One Family Residential
- R-1A: One Family Residential
- R-1B: One Family Residential
- B-2: General Business

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
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7/22/2025 PE22633

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N W E S

0 400 Feet

115

107

Item 5.

Commission Meeting

August 19, 2025

Item Name: Z-25-30

Department: Planning & Development

Presenter: Chyvattee Vassar, Interim Director

Caption: **Z-25-30** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Darren Meadows on behalf of Cyber Development, LLC, requesting a rezoning from zone R-3C (Multiple-Family Residential) to zone B-2 (General Business) to develop a data center, affecting property containing approximately 16.1 acres located at 350 Digital Drive. Tax Map # 079-0-268-00-0.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

1. The total height of any structure shall not exceed 68 feet, excluding the housing of elevators, equipment required to operate and maintain the building, and parapet walls, but no structure or any space above the height limit shall be allowed for the purpose of providing additional enclosed space for commercial use and all elevators and equipment shall be screened.
2. A phase plan for the development will be submitted. The first phase that is outside of the wetlands and may be submitted for site plan approval provided the inert land field has been remediated per Augusta-Richmond County Engineering and Planning Department directors. The second phase of the site plan review will be for portions of the development within the wetlands and shall be contingent upon the Army Corps of Engineers approval and the remediation of the unauthorized inert land field per Augusta-Richmond County Engineering and Planning Department.
3. Materials in the existing inert landfill shall either be entirely removed, or the owner will need to rezone the affected areas of the property to support the existing inert fill area prior to submitting for a land disturbance permit and building permit.
4. The developer shall provide an enhanced landscape buffer along Gordon Highway, the development shall provide a staggard double landscaped street yard consisting of at least one (1) large tree for each forty-five (45) linear feet on the center of street frontage, with a large tree being located within twenty feet (20') of each side property line.
5. The proposed development shall comply with all requirements of the Traffic Engineering Department and Georgia Department of Transportation at the time of submittal for site plan approval.

6. Approval of the rezoning request shall not constitute approval of the concept site plan submitted with the rezoning application. The proposed development shall go through Site Plan approval process in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
7. This development project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.
8. All lighting shall be downcast and pointed away from the residential property line.
9. The required parking shall equal office square feet + flex office square feet ÷ 300 square feet of GFA of office space.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: Z-25-30
Applicant: Darren Meadows
Property Owner: Cyber Development, LLC
Property Address: 350 Digital Drive
Tax Parcel No: 079-0-268-00-0
Current Zoning: R-3C (Multiple-Family Residential)
Fort Gordon Notification Required: Yes
Commission District 3: Catherine Smith-Rice
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-3C (Multiple-Family Residential) to B-2 (General Business)	Data Center	Section 22-1

SUMMARY OF REQUEST:

This rezoning petition is to rezone approximately 16.1 acres currently zoned R-3C (Multiple-Family Residential) to B-2 (General Business) located 350 Digital Drive. The applicant seeks to incorporate this tract into the previously approved data center development on the adjacent parcels. Specifically, the intent of this rezoning is to provide more room for the data center development. Primarily, the additional 16.1 acres will increase spacing between the buildings and avoid some of the wetland impacts located on the adjacent parcels. No additional buildings are being proposed, the buildings and infrastructure items such as roads, drainage features, and power substation will be reconfigured.

COMPREHENSIVE PLAN CONSISTENCY:

The property is in the Belair Character Area. The vision for Belair Character Aera includes a suburban area with medium density residential development and well-planned communities. New commercial and light industrial/warehousing being located at interstate interchanges, along frontage roads and identified nodes. The recommended development patterns promoting community objectives for the Belair Character Area include office uses and economic prosperity. The proposed rezoning is consistent with the 2023 Comprehensive Plan.

FINDINGS:

1. Previous rezoning action, Z-22-26, requested to change the zoning from A (Agriculture) and R-MH (Residential-Mobile Home) to B-2 (General Business) for the same proposed data center use. This was approved by The Augusta Commission in August 2022 with conditions. The conditions with approval of the previous rezoning, Z-22-26 are;
   a. Based on future development of the site a Development Regional Impact (DRI) review may be required.
   b. The total height of any structure shall not exceed 4 stories or 55 feet, to include any attached or detached structures.
   c. This project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.
2. Previous rezoning action, Z-24-22, requested to change the zoning from A (Agriculture) and B-2 (General Business) to B-2 (General Business) for the same proposed data center use. This was approved by the Augusta Commission in July 2024 with conditions. The conditions with approval of the previous rezoning, Z-24-22 are;
   a. The total height of any structure shall not exceed 68 feet, excluding the housing of elevators, equipment required to operate and maintain the building, and parapet walls, but no structure or any space above the height limit shall be allowed for the purpose of providing additional enclosed space for commercial use and all elevators and equipment shall be screened.
   b. A phase plan for the development will be submitted. The first phase that is outside of the wetlands and may be submitted for site plan approval provided the inert land field has been remediated per Augusta-Richmond County Engineering and Planning Department directors. The second phase of the site plan review will be for portions of the development within the wetlands and shall be contingent upon the Army Corps of Engineers approval and the remediation of the unauthorized inert land field per Augusta-Richmond County Engineering and Planning Department.
   c. Materials in the existing inert landfill shall either be entirely removed, or the owner will need to rezone the affected areas of the property to support the existing inert fill area prior to submitting for a land disturbance permit and building permit.
   d. The developer shall provide an enhanced landscape buffer along Gordon Highway, the development shall provide a staggard double landscaped street yard consisting of at least one (1) large tree for each forty-five (45) linear feet on the center of street frontage, with a large tree being located within twenty feet (20') of each side property line.
   e. The proposed development shall comply with all requirements of the Traffic Engineering Department and Georgia Department of Transportation at the time of submittal for site plan approval.
   f. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall go through Site Plan approval process in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
   g. This development project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.

h. All lighting shall be downcast and pointed away from the residential property line.
i. The required parking shall equal office square feet + flex office square feet ÷ 300 square feet of GFA of office space.

3. The previous rezoning requests from 2022 and 2024 of the larger development required Development of Regional Impact (DRI) reviews. Review comments from 2022 did not provide any significant issues concerning the proposed development. The 2024 review received comments from Columbia County concerning the coordination with them during the site plan review process.
4. Adjacent zoning districts to the north and east are B-2 (General Business). Properties to the west are zoned B-2 (General Business) and R-1E (One-Family Residential). The property to the south across Gordon Highway is part of Fort Gordon.
5. City public water and sewer are available to the property.
6. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in the Special Flood Hazard Area.
7. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the parcel.
8. According to the Georgia Department of Transportation State Functional Classification Map, 2017, Gordon Highway is a principal arterial. Public transit is not available within half a mile of the property.
9. The traffic study from 2024 was reviewed by the Augusta Traffic Engineering Department at the time of the previous rezoning. The submitted study indicated that approximately 130 weekday trips would be generated per day. Traffic Engineering concurred with the study's conclusions for the proposed development to consist of one right turn deceleration lane into the property and two left turn lanes out of the property.
10. Based on the plans submitted, Traffic Engineering will require a full traffic impact study for the proposed data center development.
11. Fort Gordon was notified via electronic mail of the rezoning application on July 16, 2025. At the time of writing this report no comments have been received from them.
12. At the time of completion of this report, staff have not received any inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- As indicated by Traffic Engineering, a full traffic impact study will be required for the proposed data center development.

Engineering Comments:

- None received at this time

Utilities Comments:

- None received at this time

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

RECOMMENDATION: The Planning Commission recommends **Approval** of the rezoning request to B-2 (General Business) with the following conditions:

1. The total height of any structure shall not exceed 68 feet, excluding the housing of elevators, equipment required to operate and maintain the building, and parapet walls, but no structure or any space above the height limit shall be allowed for the purpose of providing additional enclosed space for commercial use and all elevators and equipment shall be screened.
2. A phase plan for the development will be submitted. The first phase that is outside of the wetlands and may be submitted for site plan approval provided the inert land field has been remediated per Augusta-Richmond County Engineering and Planning Department directors. The second phase of the site plan review will be for portions of the development within the wetlands and shall be contingent upon the Army Corps of Engineers approval and the remediation of the unauthorized inert land field per Augusta-Richmond County Engineering and Planning Department.
3. Materials in the existing inert landfill shall either be entirely removed, or the owner will need to rezone the affected areas of the property to support the existing inert fill area prior to submitting for a land disturbance permit and building permit.
4. The developer shall provide an enhanced landscape buffer along Gordon Highway, the development shall provide a staggard double landscaped street yard consisting of at least one (1) large tree for each forty-five (45) linear feet on the center of street frontage, with a large tree being located within twenty feet (20') of each side property line.
5. The proposed development shall comply with all requirements of the Traffic Engineering Department and Georgia Department of Transportation at the time of submittal for site plan approval.
6. Approval of the rezoning request shall not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall go through Site Plan approval process in compliance with the Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
7. This development project shall comply with all development standards and regulations set forth by the City of Augusta, GA at the time of development.
8. All lighting shall be downcast and pointed away from the residential property line.
9. The required parking shall equal office square feet + flex office square feet ÷ 300 square feet of GFA of office space.

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.

DRAFT

HULL BARRETT

AUGUSTA AIKEN EVANS

DARREN G. MEADOWS

DMEADOWS@HULLBARRETT.COM

June 20, 2025

Planning & Development
City of Augusta
535 Telfair Street, Suite 300
Augusta, GA 30901

RE: Letter of Intent for Rezoning Request
Tax Parcel #079-0-268-00-0

On behalf of the property owner Cyber Development, LLC and my client MLBB, LLC, please find enclosed the completed application forms and supporting documentation for our request for rezoning to allow the subject property to be incorporated into the data center operation on the adjacent property to the north and east. The adjacent property (tax parcel 064-0-004-01-0) was rezoned last year to B-2 with conditions for the stated data center purpose. We understand that the rezoning of this parcel would likely carry the same conditions, and have no objections.

The subject parcel (079-0-268-00-0) was previously rezoned upon request of the owner Cyber Development, LLC for a planned apartment development (R-3C). My clients have now negotiated to acquire this parcel from Cyber Development, LLC with the intent to provide a bit more room for the data center development. Primarily, this will provide more acreage for better spacing between buildings and to avoid some wetland impacts.

This property lies on the north side of Gordon Highway, across from Fort Eisenhower. The surrounding properties north of Gordon Highway are mostly recent or in-process residential developments, with the exception of the adjacent undeveloped tract which has been approved for the data center use.

The initial investment estimate is up to $2 billion to prepare the site and build out the data center campus, and investment by tenants in computer equipment is expected to exceed those development costs. During construction, the proposed project is expected to provide at least 620 construction jobs. At full buildout, we expect the data center campus to create 160-220 jobs, this includes jobs from the data center operator and its tenants. This facility will provide high-tech jobs, including opportunities for those without a 4-year degree and military veterans.

Traffic impact of the data center was previously assessed in the rezoning process for the adjacent tract. The change of use for the ~16 acre subject tract from the previously planned apartments to incorporation into the

data center development will yield a reduction in potential traffic impacts to the area. Adding this ~16 acre tract will not substantively alter the data center plans. No additional buildings are proposed, the buildings and infrastructure items such as roads, drainage features and power substation will simply be reconfigured to provide better spacing and reduce wetland impacts.

We appreciate your time and attention, and look forward to working with the City staff, Commissioners, and neighbors to assure this project is conducted in the best interest of all involved. As required under Georgia legal precedent, we note that constitutional rights of the landowners are implicated in this rezoning request, and the applicants reserve their rights to contest any denial as a violation of such constitutional rights. It is obviously our hope and expectation that won't be necessary.

If there are any questions, or if any additional documentation is needed, please just let me know.

Sincerely,

Darren Meadows

CC: Ronnie Powell

Att:
1. Check
2. Rezoning Application Forms
3. Legal Description
4. Plat
5. Preliminary Layout Figure
6. Photographs at current frontage

June 18, 2025 • T&H Job 51078.0001

ATL3 - MASTER PLAN - CONCEPT LAYOUT

SCALE: 1" = 200'

QTS

THOMAS HUTTON

CORGAN

GORDON HWY 78

SITE ± 200 AC

PROPOSED BUILDING 1

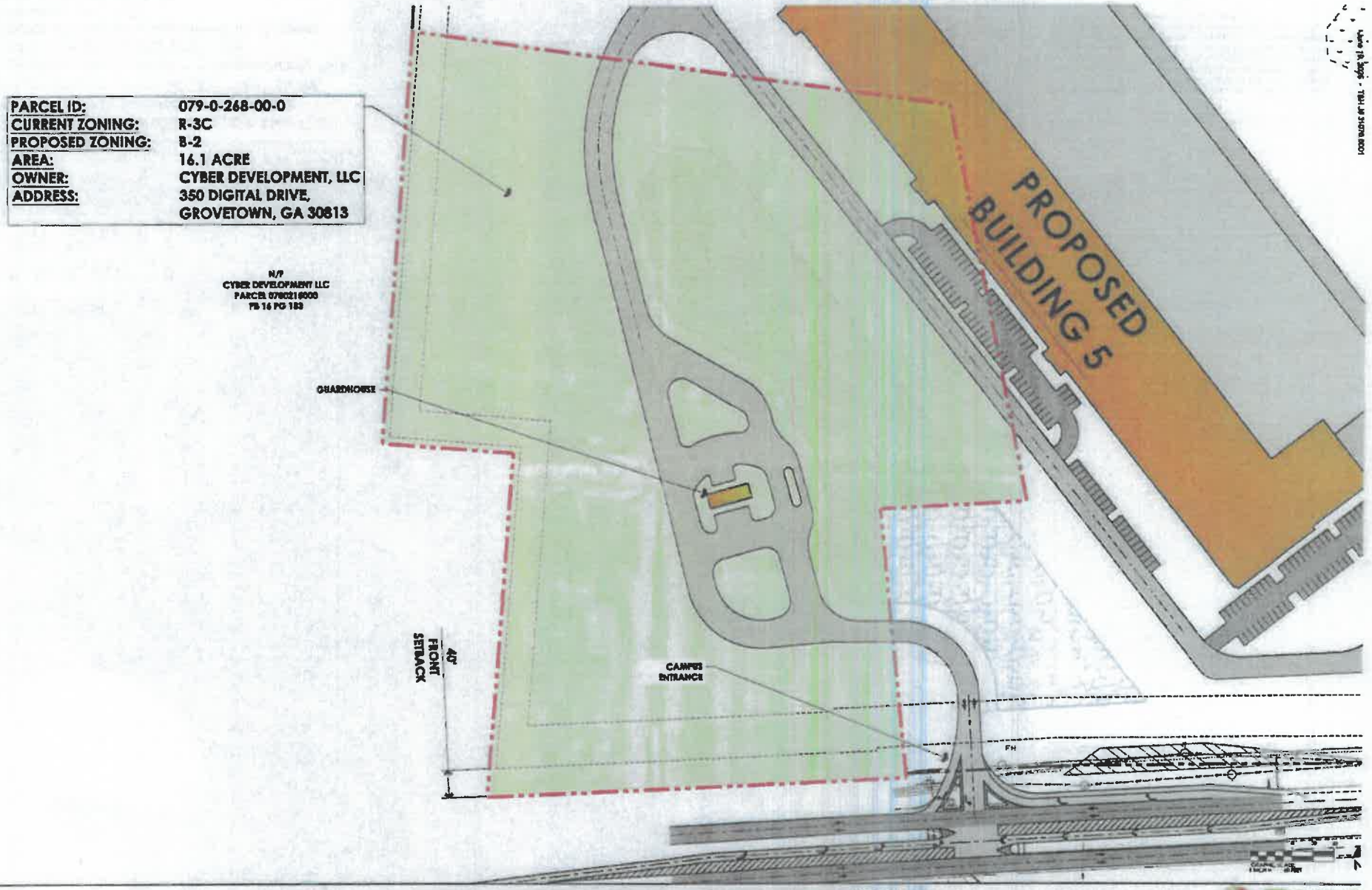
PROPOSED BUILDING 2

PROPOSED BUILDING 3

PROPOSED BUILDING 4

PROPOSED BUILDING 5

PROPOSED SUBSTATION



ATL3 - MASTER PLAN - CONCEPT LAYOUT

SCALE: 1" = 200'

QTS

THOMAS HI

CORG

Request: A Change of Zoning from zone R-3C (Multiple-Family Residential) to zone B-2 (General Business) to develop a data center, affecting property containing approximately 16.1 acres located at 350 Digital Drive.
Name: Darren Meadows on behalf of Cyber Development, LLC
Parcel: 079-0-268-00-0

Planning Commission
Z-25-30
August 4, 2025

350 Digital Drive

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/23/2025 PE22833

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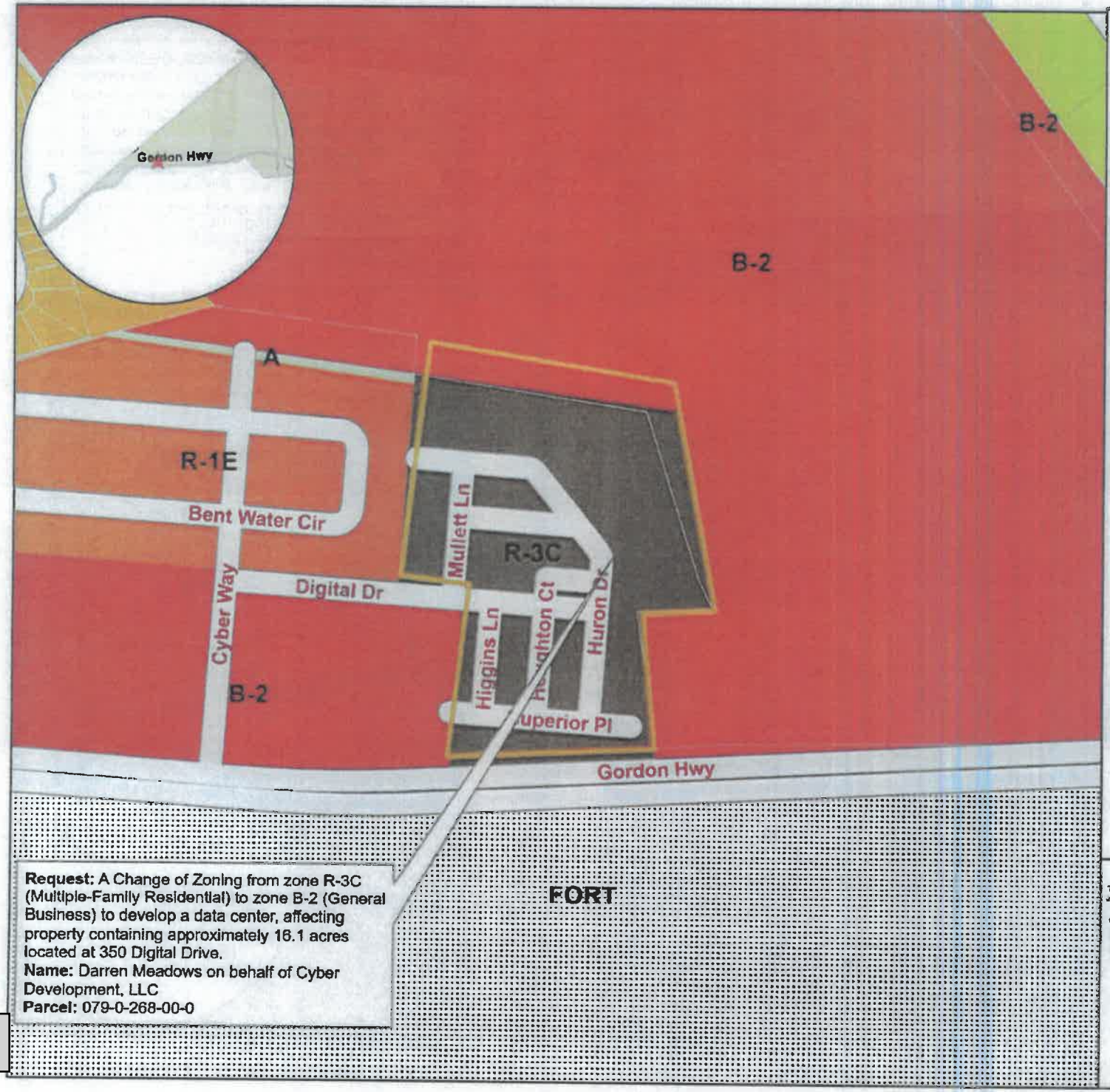

Request: A Change of Zoning from zone R-3C (Multiple-Family Residential) to zone B-2 (General Business) to develop a data center, affecting property containing approximately 16.1 acres located at 350 Digital Drive.
Name: Darren Meadows on behalf of Cyber Development, LLC
Parcel: 079-0-268-00-0

Planning Commission
Z-25-30
August 4, 2025

350 Digital Drive

Current Zoning

- Subject Property

Zoning Classification

- A: Agriculture
- B-2: General Business
- FT GORDON
- R-1: One Family Residential
- R-1D: One Family Residential
- R-1E: One Family Residential
- R-3C: Multiple-Family Residential

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
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7/23/2025 PE22633

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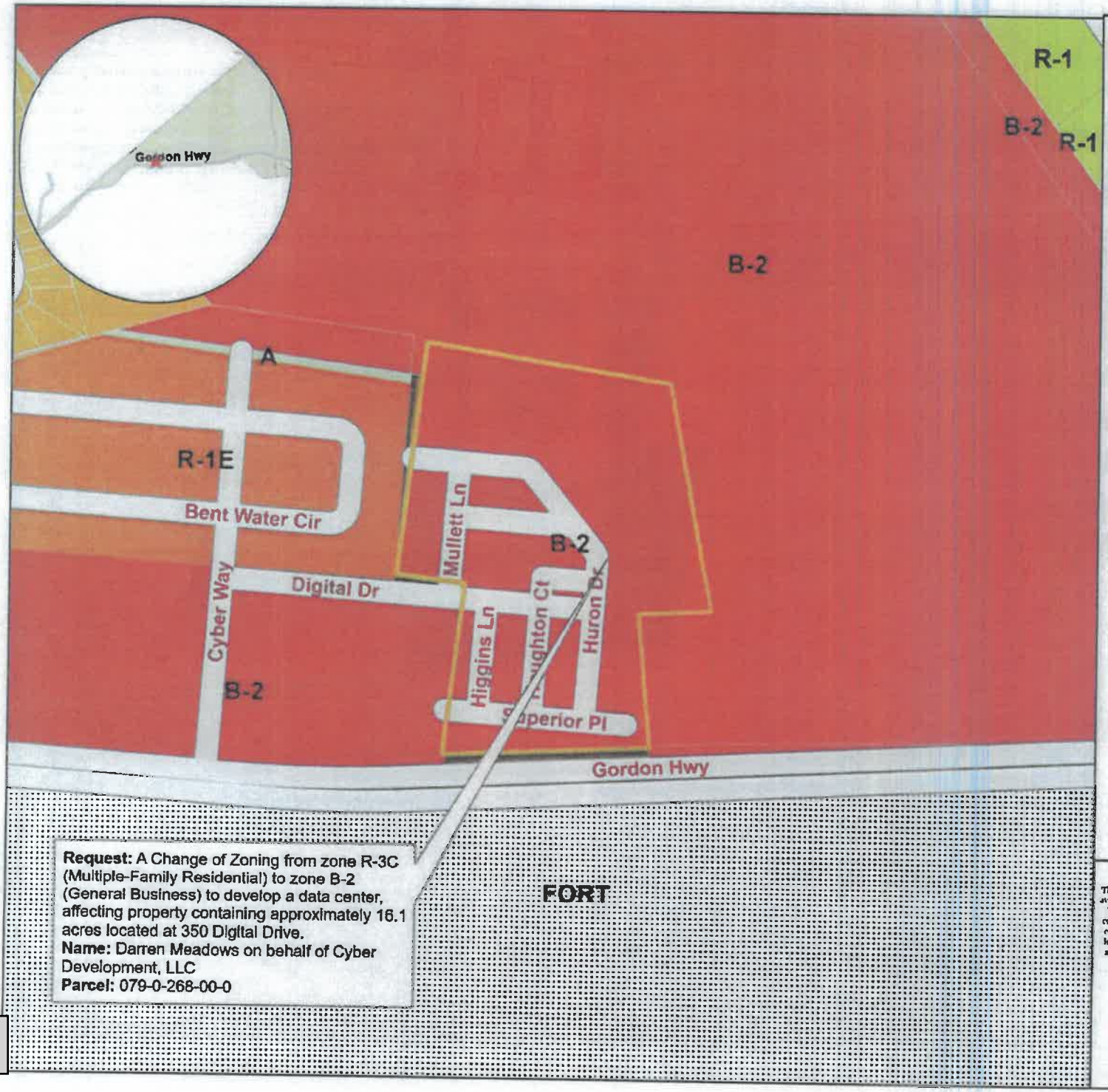

Planning Commission
Z-25-30
August 4, 2025

350 Digital Drive

Future Zoning

Subject Property

Zoning Classification

- A: Agriculture
- B-2: General Business
- FT GORDON
- R-1: One Family Residential
- R-1D: One Family Residential
- R-1E: One Family Residential
- R-3C: Multiple-Family Residential
- Parcel of Interest

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/24/2025 PE22633

Augusta, GA Disclaimer

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N W E S

0 600 Fee

128

Commission Meeting

August 19, 2025

Item Name: Z-25-31

Department:	Planning & Development
Presenter:	Carla Delaney, Director
Caption:	**Z-25-31** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by GLM Family Enterprises, LLLP, requesting a rezoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-3B (Multiple-Family Residential) to develop an assisted living facility for seniors aged 65 and above, affecting property containing approximately 8.6 acres located at 415 Boy Scout Road. Tax Map # 025-1-148-00-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. The proposed facility shall be limited to seniors 65 years of age or older. 2. Developer shall apply for and receive approval of a rear yard setback variance from the Board of Zoning Appeals prior to submitting for site plan review. 3. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the application. Site plan approval in compliance with all Site Plan Regulations of Augusta, Georgia, for the actual development is required prior to construction commencing on the property. 4. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development, including, but not limited to, the multiple-family residential buffer requirements established in the Augusta Tree Ordinance. 5. The development shall not exceed two stories in height.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: Z-25-31
Applicant: GML Family Enterprises, LLLP
Property Owners: GML Family Enterprises, LLLP
Property Addresses: 415 Boy Scout Road
Tax Parcel Nos: 025-1-148-00-0
Fort Gordon Notification Required: N/A
Commission District 7: Tina Slendak
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-1 (One-family Residential) and R-1A (One-family Residential) to R-3B (Multiple-Family Residential)	Senior Assisted Living Facility	Section 17-1

SUMMARY OF REQUEST:

This petition seeks to rezone 8.6 acres to R-3B (Multiple-Family Residential) to renovate the former A. Brian Merry Elementary School into a senior assisted living facility aged 65 and older. The facility will be comprised of 30 single living units within the existing building and 9 cabins consisting of 2 living units with a garage each located on the north side of the property for a total of 48 living units.

COMPREHENSIVE PLAN CONSISTENCY:

The property is located within the West Augusta Character Area. The vision for West Augusta is to promote limited development of the remaining vacant properties while preserving the single-family residential character that dominated the area. Commercial development should be confined to existing locations and any additional redevelopment of commercial sites will be buffered from adjoining residential area. Mixed-use development will be encouraged on sites being redeveloped.

FINDINGS:

1. The senior assisted living facility proposes to provide elderly individuals requiring basic assistance and specialized care with modern living accommodations, support areas, recreational areas, and community integration programs designed to enhance the quality of life for seniors 65 years of age and older.
2. The proposed senior assisted living facility will have 18 two-bedroom units and 30 one-bedroom units for a total of 48 dwelling units.

DRAFT

3. R-3B (Multiple-Family Residential) allows for a maximum density of 17 dwelling units per acre. The total number of dwelling units permitted for the 8.6 acre property would be 146 dwelling units.
4. The overall residential density of the proposed 48 residential units on the 8.6 acre property would be 5.5 dwelling units per acre.
5. The submitted conceptual site plan indicates that the proposed facility will buffer itself from the adjacent single-family homes along its southern, western and northern property lines with a landscape buffer consisting of appropriate trees from the recommend tree list from the Illustrated Guide to Implementing the Augusta Tree Ordinance and a 6-foot high wooded privacy fence.
6. The submitted conceptual site plan indicates that the proposed facility will have a twenty-five (25) foot side and rear setback. A variance will need to be applied for and approved by the Board of Zoning Appeals for the rear setback of the proposed facility as a fifty (50) foot rear yard setback would be required in the R-3B zoning district.
7. The submitted conceptual site plan shows that the proposed development will meet the required number of parking spaces in accordance with the Comprehensive Zoning Ordinance of Augusta, Georgia, as amended. However, parking landscape islands will be required in accordance with the Augusta Tree Ordinance
8. The Georgia Department of Transportation (GDOT) Functional Classification Map, 2017, classifies Boy Scout Road as a local road.
9. There are no public transit stops within a half a mile of the property.
10. Public water and sewer are available to the property.
11. Across Boy Scout Road properties are zoned R-1 (One-family Residential) consisting of single-family homes and to the north, south and west the properties are zoned R-1 (One-family Residential) and R-1A (One-family Residential) also consisting of single-family homes.
12. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located in a Special Flood Hazard Area.
13. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.
14. The proposed reuse of the school for a senior assisted living facility is consistent with the general overall goals and objectives of the 2023 Comprehensive Plan.
15. At the time of completion of this report, staff have received a few inquiries regarding this rezoning application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- "Retention" or wet detention ponds are not allowed in Augusta, GA. If the detention area is holding water it must be restored to be a functioning dry detention pond.

Utilities Comments:

DRAFT

- None received at this time

RECOMMENDATION: With an increasing elderly population and the need to provide a variety of housing types for seniors, the Planning Commission recommends **Approval** of the rezoning request to R-3B (Multiple-Family Residential) with the following conditions:

1. The proposed facility shall be limited to seniors 65 years of age or older.
2. Developer shall apply for and receive approval of a rear yard setback variance from the Board of Zoning Appeals prior to submitting for site plan review.
3. Approval of this rezoning request does not constitute approval of the concept site plan submitted with the application. Site plan approval in compliance with all Site Plan Regulations of Augusta, Georgia, for the actual development is required prior to construction commencing on the property.
4. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development including, but not limited to, the multiple-family residential buffer requirements established in the Augusta Tree Ordinance.
5. The building shall not exceed two stories in height.

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.*

DRAFT

CDM Southeast Inc.

2083 Heckle Street • Augusta, GA • 30904

Sage James
sage.james1@outlook.com
706-631-3204
6/23/2025

Planning Commission
Planning & Development Department

Subject: Rezoning for Assisted Living Facility

We are writing to formally express our intent to renovate the A. Brian Merry Elementary School building, located at 415 Boy Scout Rd; Augusta, GA 30909, into an assisted living facility that will serve elderly individuals requiring basic assistance and specialized care.

Our vision for this project is to repurpose the existing infrastructure to create a safe, comfortable, and engaging environment for seniors ages 65 and above. The transformation will include modern living accommodations, support areas, recreational spaces, and community integration programs designed to enhance the quality of life for residents. The facility will have 48 units – 9 cabins with 2 rooms & 30 single units in the building.

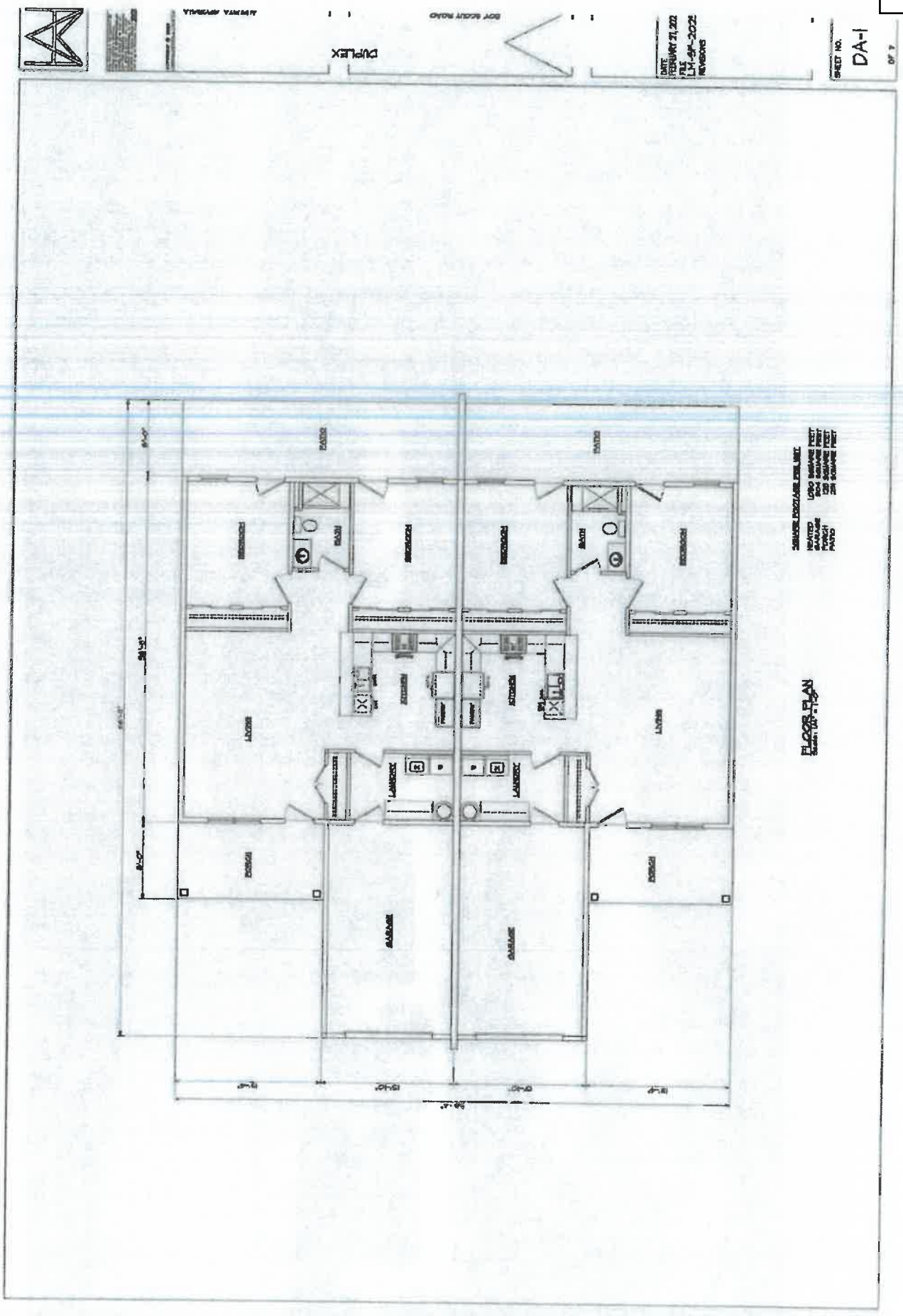
Thank you for your time and consideration. We look forward to working together to create a meaningful assisted living community that will bring lasting benefits to our city.

Sage James
Project Manager

Sage James
Signature

6/24/25
Date

SCHOOL RENOVATION
BOY SCOUT ROAD
ALBERTA, GEORGIA
DATE
JANUARY 20, 2025
FILE
L14-SR-2025
REVISIONS
JUNE 30, 2025
SHEET NO.
S-1
RETENTION POND
6'-0" HIGH WOOD SECURITY FENCE
LONG LEAF PINE TREES AND LIGHTNING SHIELDS
OR AS APPROVED BY ALBERTA GA. TREE ORDINANCE
50 PARKING SPACES
BOY SCOUT ROAD
SITE PLAN
SCALE: 1" = 200'
EXISTING GATE
PARKING
50
50
LONG LEAF PINE TREES AND LIGHTNING SHIELDS
OR AS APPROVED BY ALBERTA GA. TREE ORDINANCE


DUPLEX
DATE
FEBRUARY 21, 2022
FILE
LH-4F-2022
REVISIONS
SHEET NO.
DA-1
OF 7
FLOOR PLAN
BEDROOM
BATH
KITCHEN
LIVING
LAUNDRY
GARAGE
PORCH
PATIO

135

Request: A Change of Zoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-3B (Multiple-Family Residential) to develop an assisted living facility for seniors aged 65 and above, affecting property containing approximately 8.6 acres located at 415 Boy Scout Road.
Name: GLM Family Enterprises, LLLP
Parcel: 025-1-148-00-0

Planning Commission
Z-25-31
August 4, 2025

415 Boy Scout Road

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/23/2025 PE22633

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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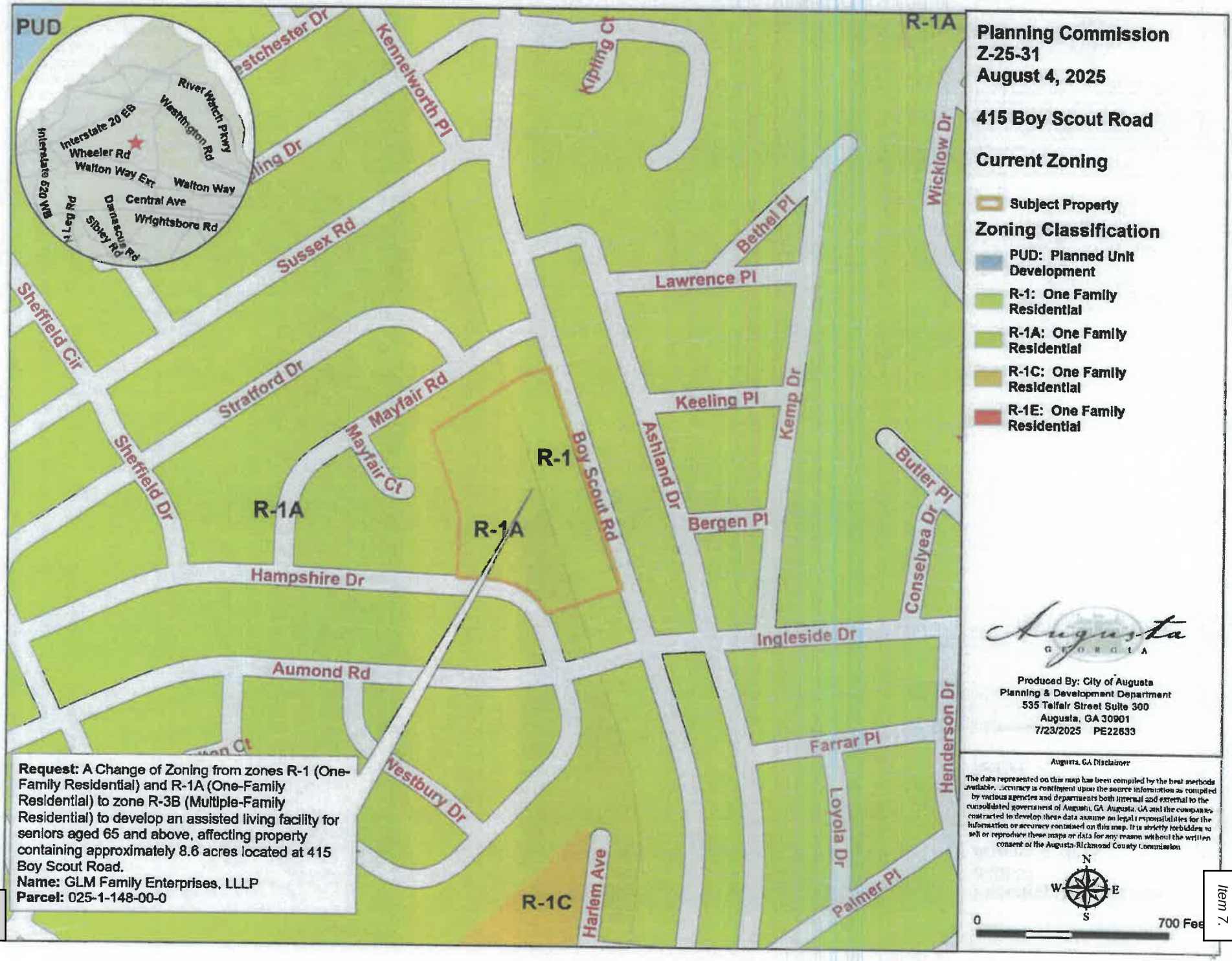
PUD
R-1A
R-1
R-1A
R-1A
R-1C
Kennelworth Pl
Kipling Ct
Wicklow Dr
Sussex Rd
Sheffield Cir
Sheffield Dr
Stratford Dr
Mayfair Rd
Mayfair Ct
Boy Scout Rd
Bethel Pl
Lawrence Pl
Keeling Pl
Kemp Dr
Ashland Dr
Bergen Pl
Butler Pl
Conselyea Dr
Hampshire Dr
Ingleside Dr
Aumond Rd
Westbury Dr
Farrar Pl
Henderson Dr
Loyola Dr
Palmer Pl
Harlem Ave
Interstate 20 EB
Interstate 520 WB
Wheeler Rd
Walton Way Ext
Walton Way
Central Ave
Wrightsboro Rd
Washington Rd
River Watch Pkwy
Damascus Rd
Sibley Rd
Request: A Change of Zoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-3B (Multiple-Family Residential) to develop an assisted living facility for seniors aged 65 and above, affecting property containing approximately 8.6 acres located at 415 Boy Scout Road.
Name: GLM Family Enterprises, LLLP
Parcel: 025-1-148-00-0
Planning Commission
Z-25-31
August 4, 2025
415 Boy Scout Road
Current Zoning
Subject Property
Zoning Classification
PUD: Planned Unit Development
R-1: One Family Residential
R-1A: One Family Residential
R-1C: One Family Residential
R-1E: One Family Residential
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/23/2025 PE22633
Augusta, GA Disclaimer
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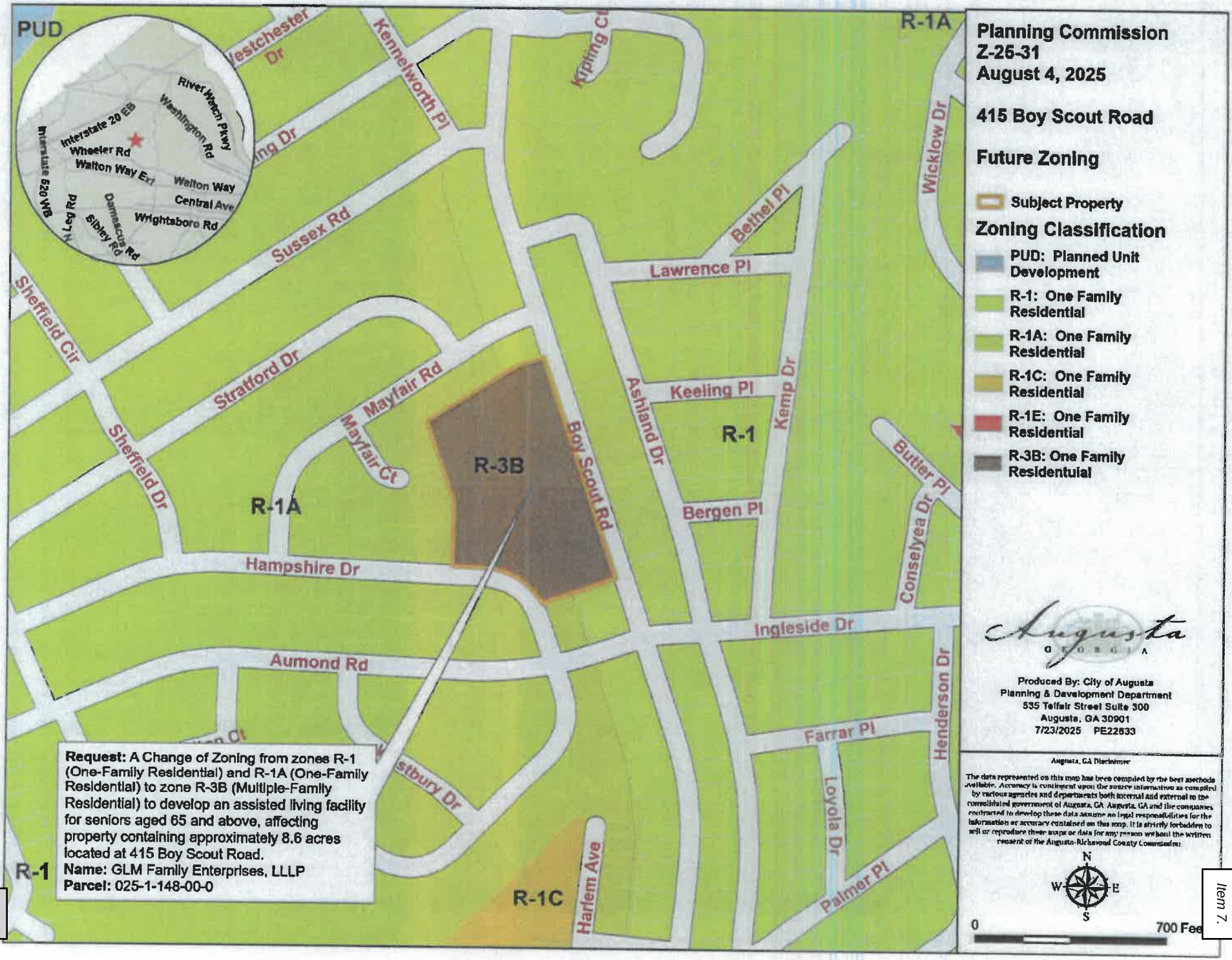
PUD
R-1A
R-1
R-3B
R-1A
R-1
R-1C
Request: A Change of Zoning from zones R-1 (One-Family Residential) and R-1A (One-Family Residential) to zone R-3B (Multiple-Family Residential) to develop an assisted living facility for seniors aged 65 and above, affecting property containing approximately 8.6 acres located at 415 Boy Scout Road.
Name: GLM Family Enterprises, LLLP
Parcel: 025-1-148-00-0
Kennelworth Pl
Sussex Rd
Sheffield Cir
Sheffield Dr
Stratford Dr
Mayfair Rd
Mayfair Ct
Hampshire Dr
Aumond Rd
Boy Scout Rd
Ashland Dr
Kemp Dr
Keeling Pl
Lawrence Pl
Bethel Pl
Wicklow Dr
Bergen Pl
Butler Pl
Conselyea Dr
Ingleside Dr
Henderson Dr
Farrar Pl
Loyola Dr
Palmer Pl
Harlem Ave
Stbury Dr
Interstate 20 EB
Interstate 520 WB
Wheeler Rd
Walton Way Ext
River Watch Pkwy
Washington Rd
Walton Way
Central Ave
Wrightsboro Rd
Damascus Rd
Sibley Rd
N Leg Rd
Planning Commission
Z-25-31
August 4, 2025
415 Boy Scout Road
Future Zoning
Subject Property
Zoning Classification
PUD: Planned Unit Development
R-1: One Family Residential
R-1A: One Family Residential
R-1C: One Family Residential
R-1E: One Family Residential
R-3B: One Family Residentuial
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/23/2025 PE22633
Augusta, GA Disclaimer
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Commission Meeting

August 19, 2025

Item Name: SE-25-09

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**SE-25-09** – A request for concurrence with the Augusta Planning Commission to **DENY without prejudice** a petition by Jaymin Patel on behalf of Elmeric Investment Properties, LLC, requesting a special exception per Section 21-2(b) of the Comprehensive Zoning Ordinance to establish a convenience store with a drive-thru restaurant affecting properties containing approximately 1.9 acres located at 2385 Tobacco Road and 4202 White Pine Court. Tax Map #'s 154-0-281-02-0 & 154-0-281-01-0. Zoned A (Agriculture).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Deny
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: SE-25-09
Applicant: Jaymin Patel
Property Owner: Elmeric Investment Properties, LLC
Property Address: 2385 Tobacco Road & 4202 White Pine Court
Tax Parcel No(s): 154-0-281-02-0 & 154-0-281-01-0
Current Zoning: A (Agriculture)
Fort Gordon Notification Required: N/A
Commission District 6: Tony Lewis
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Convenience Store with Drive-Thru Restaurant	Section 21-2(b)

SUMMARY OF REQUEST:

This special exception involves two parcels totaling 1.9-acres situated in a R-1A (One-Family Residential) zone, at the intersection of Tobacco Road and White Pine Court. The special exception request is to establish a convenience store with a drive-thru restaurant, gas pumps, and EV chargers. The applicant has submitted a separate petition to rezone the property to B-1 (Neighborhood Business), with zoning case Z-25-26.

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is located within the South Augusta Character Area. The vision for South Augusta reflects a mix of housing types, preserving suburban-style, single-family neighborhoods, while medium density residential developments are added in a targeted manner to diversify housing options as utility and transportation infrastructure improves. Mixed-use and planned unit developments are encouraged at infill sites and at abandoned commercial properties, enhancing walkability, and reducing car dependency.

FINDINGS:

1. Convenience stores are not permitted by-right in the B-1 (Neighborhood Business) zone but may be granted with the approval of a special exception.

2. There is no recent zoning history for the property.
3. Section 22-2(b) of the Comprehensive Zoning Ordinance, convenience stores may be permitted by Special Exception in the B-1 (Neighborhood Business) zone if they generally conform to the following criteria:
    - The establishment would not be open for business more than 18 hours per day. ***Compliant with this provision, as the proposed business operations will not exceed 18 hours.***
    - The entire site would not be illuminated as a way to attract attention, but rather to a level consistent with security and identification of business. ***Compliant with this provision, the applicant has not expressed needing overly illuminating lighting for their business operations.***
    - The property is located at or within 500 feet of the intersection of arterial streets or within 500 feet of such an intersection. ***Not compliant with this provision, White Pine Court is identified as a local road.***
    - The nature of the surrounding area is not predominately residential with only a few commercial uses interspersed. ***Not compliant with this provision, the surrounding area is primarily residentially zoned.***
    - Video games/nor similar amusements are to be located on the property. ***Compliant with this provision, these items are not planned for this store.***
4. According to the Preliminary Traffic Impact Worksheet, Traffic Engineering has determined that a traffic study is not necessary for the proposed development.
5. Adjacent zoning: West B-1 (Local Business) | East, South, and North: R-1A (One-Family Residential)
6. The site has access to public water and sanitary sewer.
7. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
8. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
9. Public transit is not available in the immediate area.
10. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Tobacco Road as a major collector street and White Pine Court as a local road.
11. The proposed special exception would not be consistent with the 2023 Comprehensive Plan. The surrounding area mainly consists of low-density residential land uses and is primarily situated in the R-1A (One-Family Residential) zone.
12. At the time of completion of this report, staff have received many notifications of opposition concerning this special exception application.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

DRAFT

Engineering Comments:

- None received at this time

Utilities Comments:

- "There is an 8" water line and an 8" sewer line on White Pine Court that is available for their use."

RECOMMENDATION: The Planning Commission recommends **Denial without prejudice** of the special exception. The applicant was not present at the meeting.

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.

DRAFT

Planning & Zoning Proposal

Address: 2385 Tobacco Road, Augusta, GA Parcel # 154-0-281-01-0 and 154-0-281-02-0

I respectfully submit this concept proposal to initiate the zoning and planning approval process for a forward-thinking development at **2385 Tobacco Road**, Augusta, GA.

As an experienced operator of multiple successful commercial locations throughout Georgia, I am proposing a unique community-based development named **One Leaf** — a multi-use project that aligns with the area's future vision for sustainable growth, economic vitality, and community integration.

Project Vision: One Leaf Community Hub

Our goal is to transform the property into a **modern, mixed-use commercial site** that fosters local engagement while remaining aligned with current planning standards. The project will feature:

- **Two drive-thru lanes** with site circulation that minimizes traffic disruption while maximizing customer convenience.
- An **indoor café and meeting area**, designed as a "third place" for residents, students, and professionals to gather.
- A **solar-powered canopy** covering a portion of the site, demonstrating a long-term commitment to clean energy and reduced utility burden.
- **Gas pumps and EV charging stations**, ensuring infrastructure support for both traditional and electric vehicles, consistent with future transportation trends.
- **Landscaped common areas**, including **plum-peach trees** open to the public when fruit is ripe—contributing to the aesthetic and ecological value of the site.

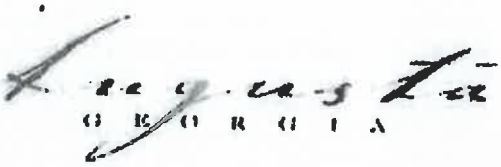
We are requesting guidance on next steps for zoning adjustment, any preliminary approvals required, and feedback on proposed layout and site use.

I look forward to working with your department to bring this vibrant concept to life for Augusta's residents and future economic development.

Respectfully,

Jaymin Patel

Multi-Location Operator | One Leaf Project



ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 2385 Tobacco Rd.

Tax Parcel Number: 154-0-281-01-0 & 154-0-281-02-0

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) White Pine Ct.
2) Tobacco Rd.
3) ____
4) ____

Volume on each existing street (AADT):
1) 1,390 - WP
2) 12,100 - TR
3) ____
4) ____

Level of Service (LOS) on each street:
1) LOS A
2) LOS C up to 15,000
3) ____
4) ____

Land Use Type / Code (ITE Trip Generation): ITE code 110 · General Light Industrial

Basis for Calculation (sq ft, # units, etc.): 5500 sq. ft.

Trips Generated by Proposed Development: ITE 452 AVT: 2,329

Adjusted street volumes based on trips generated:
1) Same WP.
2) 13,900 TR
3) ____
4) ____

Projected Level of Service (LOS) on each street based on trips generated:
1) LOS A WP.
2) LOS C-D TR
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/publications/publications/pl18003/chap00.cfm for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or (N)

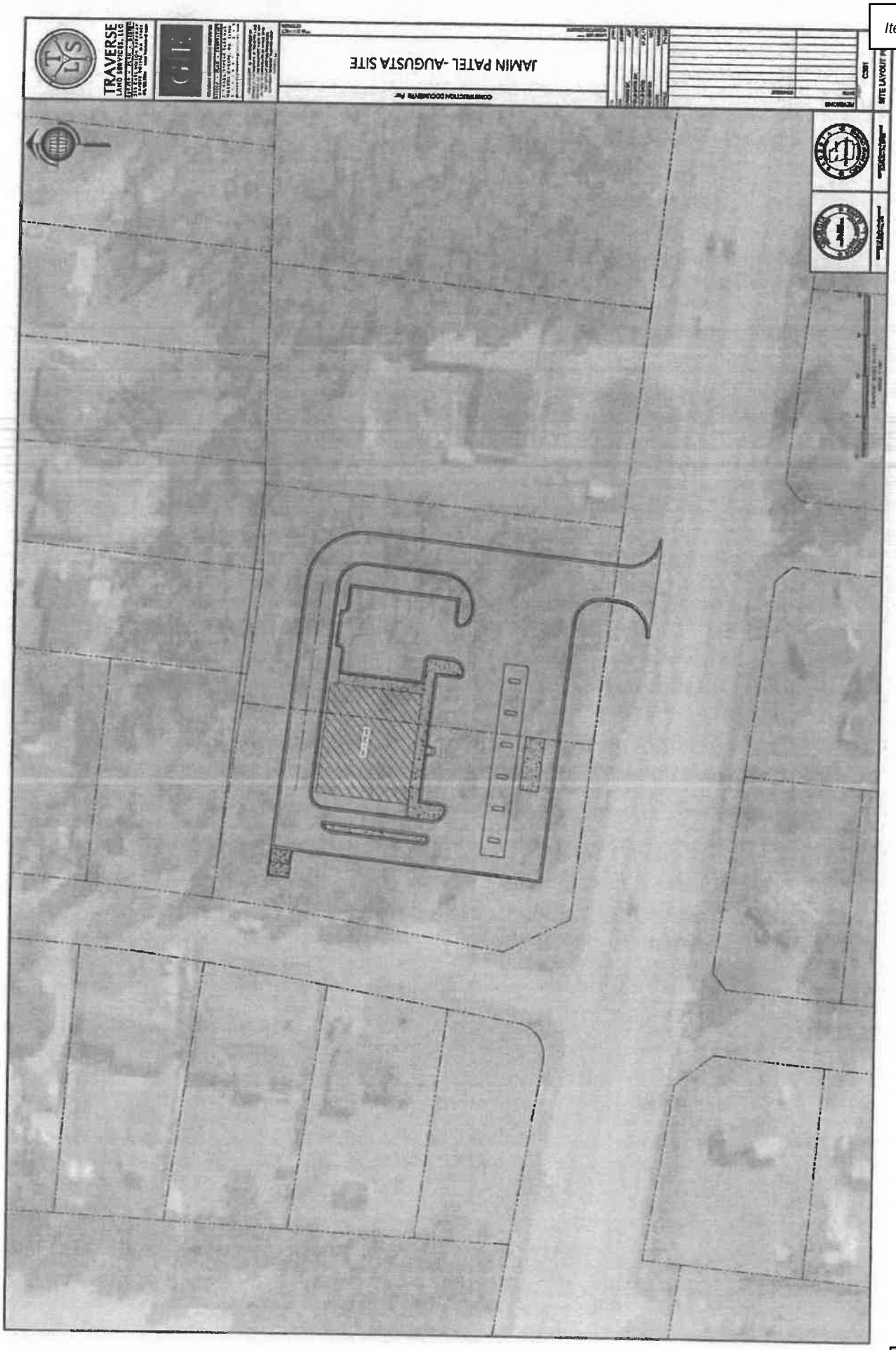
Date of Review: 6/5/25

Signature of Traffic Engineer or Designee: Marques Jacobs

Print Name: Marques Jacobs

Title: Traffic Operations Manager

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV


TRAVERSE
LAND SURVEYING, LLC
JAMIN PATEL -AUGUSTA SITE
SITE LAYOUT

Outlook

[EXTERNAL] case number :SE-25-09 & Z-25-26

From Lonnie Watson <tcbum_98@hotmail.com>
Date Thu 7/17/2025 20:42
To Amanda Cruz <acruz@augustaga.gov>

My Name is Lonnie E. Watson, I Live in the Ridge Forest Sub-Division. My address is 4616 Shadow Moss Court. I writing because I am against the rezoning of this area.
If they are allowed to build a gas station here, it would take down our property value as well as blocking traffic entering our sub division

[**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.]

Outlook

[EXTERNAL] Opposition for Case numbers: SE-25-09 and Z-25-26 Rezoning

From spiritart@aol.com <spiritart@aol.com>
Date Thu 7/17/2025 23:33
To Amanda Cruz <acruz@augustaga.gov>; Abron Roberson <spiritart@aol.com>

Dear Ma'am/Sir:
Please receive the opposition for Case numbers: SE-25-09 and Z-25-26 Rezoning
From:
Abron Roberson: 4253 White Pine Ct, Augusta, GA 30906, email: spiritart@aol.com phone: 7068310337
Michelle Roberson: 4253 White Pine Ct, Augusta, GA 30906, email: spiritart@aol.com phone: 7068315175

We also received no written notice for this zoning change.
Thanks for your consideration.

Respectfully,
Abron & Michelle Roberson

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Outlook

[EXTERNAL] Rezoning Request Case # SE-25-09

From Cynthia Tanksley <tanksley.cynthia@yahoo.com>
Date Fri 7/18/2025 13:44
To Amanda Cruz <acruz@augustaga.gov>

I am contacting your office regarding the rezoning request for 2385 Tobacco Rd/4202 White Pine Court. It is my understanding that he potential purchaser intends to build a convenience store and a drive-thru restaurant on the property. While I understand the need to increase the tax base and employment opportunities for our area, surely there is a more suitable location for this venture.

The lot in question is small and sits at the only entrance for a residential area. The street, White Pines Court, also serves as an entrance and exit for school buses and parents for the neighboring school (Tobacco Road Elementary). This lot is positioned close to 2 childcare centers, 2 churches, and a public school. All of these places serve children. Keep in mind that there is a methadone clinic within a quarter mile of the lot as well. There is a concern about increased car and foot traffic. The store will serve as a place for people to congregate and increase the likelihood of increased crime.

I am opposed to the rezoning of this lot.

Cynthia Tanksley
4341 White Pine Court
Augusta, GA 30906
706-793-1650

[**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.]

Arthur & Lisa Dean III
4235 Black Oak Court
Augusta, GA 30906
(706) 830-3675

July 19, 2025

Augusta Planning Commission
Municipal Building
535 Telfair Street
Augusta, Georgia 30901

Subject: Opposition to Case SE-25-09 (Special Exception)
Opposition to Case Z-25-26 (Rezoning)

To Whom It May Concern:

I do not want, or do we need any kind of business on the corner of White Pine Court and Tobacco Rd. We have school buses that use this intersection to drop-off and pickup kids daily at Tobacco Rd Elementary School. This is not an Elementary School that kids walk home every day. Parents and guardians add to the traffic at White Pines Court and Tobacco Rd to pick up their children as well.

This is not that kind of neighborhood that warrant a convenience store/restaurant/drive up order window and maybe gas pumps, EV charging station, and God forbid they start selling alcohol!! Even Tho it is one hundred and fifty feet from the school and a hundred feet from Restoration Ministries Church and right next door to a Day Care Center. What kind of neighborhood store does not sell beer?

The demographics of this Neighborhood is a one way to enter the Subdivision and the same way out. This neighborhood is made up of people who are married with children, retired elderly folks and average two to three means of transportation. There is no need for a Neighborhood store for that location. We are 1.4 miles to two Major Grocery Stores and all the restaurants we need and transportation is not a problem; therefore, we do not need all that added congestion at this intersection. I do not know why a business person would want to place a store there in the first place and to be asking to have it rezoned from Agriculture to Business for a store that will never sell alcohol or will they? This will be a major negative impact on Ridge Forest Subdivision and all surrounding businesses.

Please do not allow this business to be built at the corner of White Pine Court and Tobacco Rd.

Sincerely,

Arthur & Lisa Dean III

Outlook

[EXTERNAL] Opposition to Case # SE-25-09 & Z-25-26

From KIMBERLY WRIGHT <klwright84@yahoo.com>
Date Sun 7/20/2025 15:48
To Amanda Cruz <acruz@augustaga.gov>
Cc Kimberly Wright <ridgeforestofaugusta@gmail.com>

Hello,

My name is Kimberly Wright. I am a resident at 4311 White Pines Ct Augusta, GA 30906. I am also the President of the Ridge Forest Homeowners Association.

This email is to express my opposition to petition case #SE-25-09 and #Z-25-26, that relates to the development of 2385 Tobacco Rd and 4202 White Pine Ct.

Placing a convenience store with a drive-thru restaurant will affect the safety and esthetics of the neighborhood. When it comes to boosting the economy in the southern area of Richmond County, we look for dining and retails establishments that resemble those in the western area of Richmond County. A convenience store with a drive-thru restaurant does not equate that. It is safe to say that having such a development would invite unwanted loitering at the store and thus may cause an uptick in crime. Our neighborhood is composed of individuals that take tremendous pride in where we live. We have more than enough convenience stores and drive-thru restaurants that are very short driving distances from our neighborhood and we are not in need to have that right outside our neighborhood.

I implore to please side in favor of this opposition to the development of that property. We want the drastic increase of our property values to reflect in the property around us and not to have something to potentially bring down the value of our property.

Thank you for your time and consideration.

Sincerely,

Kimberly L. Wright, President
Ridge Forest Homeowners Association
klwright84@yahoo'com
(706) 627-7227

[**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.]

Outlook

[EXTERNAL] REZONING CASE #SE-25-09 AND CASE #Z-25-26

From ALMAND ALLEN <a.allen4229@comcast.net>
Date Mon 7/21/2025 15:03
To Amanda Cruz <acruz@augustaga.gov>

We Armand and Marieta Allen who lives at 4229 white pine court in Ridge Forest subdivision, we oppose of the case 3Z-25-26 rezoning from agriculture to B-1 neighborhood business, and Case # SE-25-09 special exception. We are asking if you would help us out and oppose as well. Thanks in advance the Allen family.

[**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.]

Outlook

[EXTERNAL] Total opposition

From burbineweb@comcast.net <burbineweb@comcast.net>
Date Mon 7/21/2025 19:54
To Amanda Cruz <acruz@augustaga.gov>

Hello, My name is William Burbine my address is 4328 White Pine CT.
Augusta, Ga. 30906

I am in total opposition of the following cases,
Case # SE-25-09
Case # Z-25-26

Thank you,
William Burbine
706-691-6689

[**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.]

Outlook

[EXTERNAL] Rezoning Concerns

From KATHY MADDOX <katadvise@yahoo.com>
Date Tue 7/22/2025 09:59
To Amanda Cruz <acruz@augustaga.gov>

Kathy L. Maddox

4243 Black Oak Court

Augusta Georgia 30906

katadvise@yahoo.com

706-373-7307

July 21, 2025

Subject: Opposition to SE-25-09 and Z-25-26 Due to Traffic and Congestion Concerns

Dear Augusta Richmond County Board of Commission,

I am writing to express my strong opposition to proposals SE-25-09 and Z-25-26. As a resident who has lived peacefully in my home for the past twenty-seven years, I am deeply concerned about the significant increase in traffic and congestion that these developments would bring, particularly at the entrance of my subdivision.

The proposed projects threaten to disrupt the tranquility and safety of my neighborhood, which I have cherished for nearly three decades. The added traffic will not only cause congestion and safety hazards but will also substantially increase the time I spend commuting daily. This

disruption would negatively impact my quality of life and the peaceful environment I have valued for so many years.

I urge you to reconsider these proposals or to implement measures that mitigate their impact on existing residents. Preservation of the community's character and safety should be a priority.

Thank you for your attention to this matter.

Sincerely,

Kathy L. Maddox

[**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.]

Outlook

[EXTERNAL] RE: Opposition Letter to Rezoning, and Special Exception | SE-25-09 and Z-25-26

From Linda G. Roberts <lroberts9197@comcast.net>
Date Wed 7/23/2025 20:50
To Amanda Cruz <acruz@augustaga.gov>
Cc Linda G Roberts <lroberts9197@comcast.net>

Greetings,

My name is Linda G. Roberts, and I reside at 4604 Shadow Moss Ct, Augusta, GA 30906 in the Ridge Forest subdivision.

Please allow this email to serve as my opposition to the following:

- SE-25-09 [Location: 2385 Tobacco Road and 4202 White Pine Court] [Map #'s 154-0-281-02-0 & 154-0-281-01-0] [Case Type: Special Exception]
- Z-25-26 [Location: 2385 Tobacco Road and 4202 White Pine Court] [Map #'s 154-0-281-02-0 & 154-0-281-01-0] [Case Type: Rezoning]

Sincerely,
Linda G. Roberts
706-831-2558 [Mobile]
Lroberts9197@comcast.net [E-Mail]

[**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.]

Planning Commission
SE-25-09
August 4, 2025

2385 Tobacco Road and 4202 White Pine Court

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633

Augusta, GA Disclaimer

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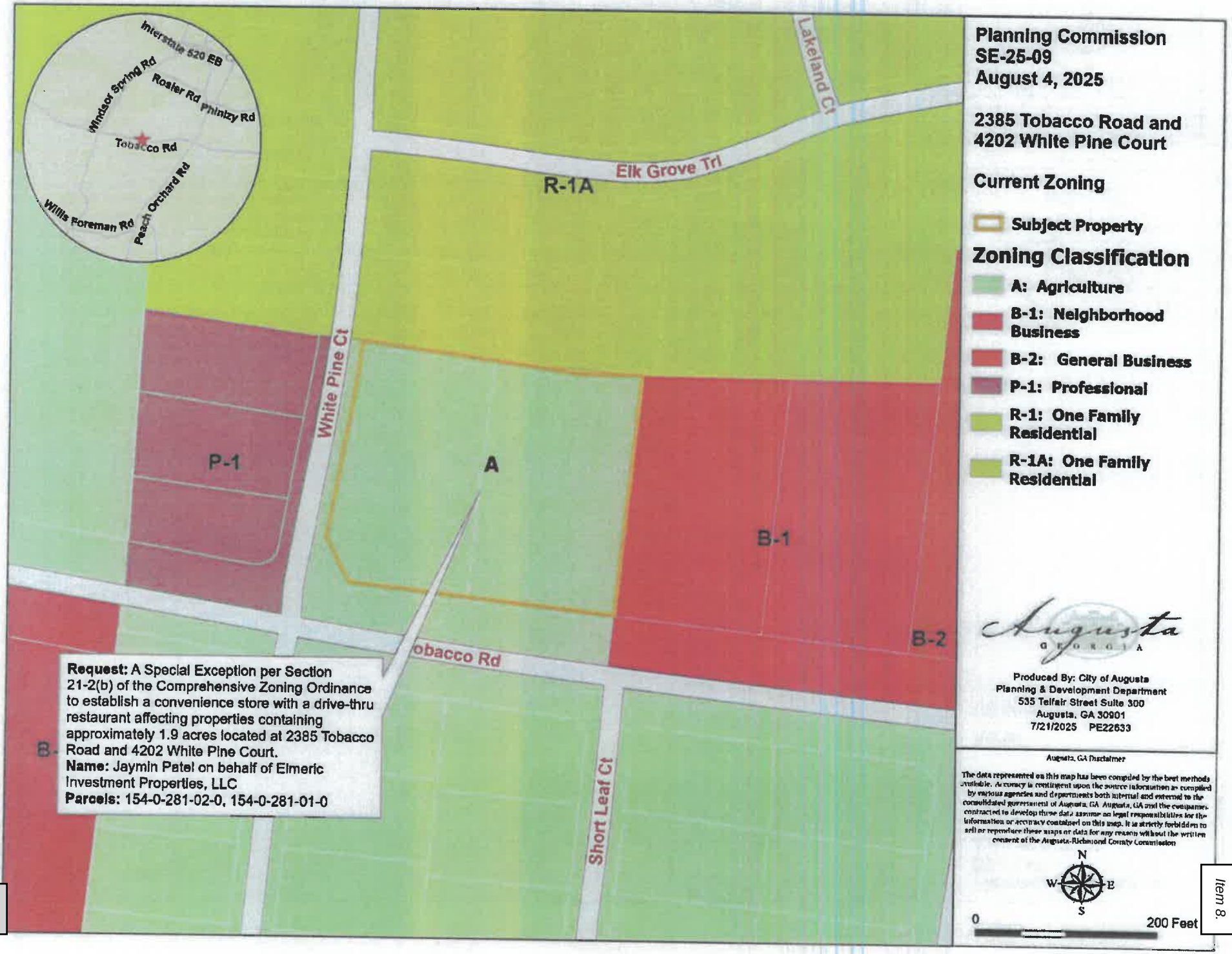
Interstate 520 EB
Windsor Spring Rd
Roster Rd
Phinizy Rd
Tobacco Rd
Willis Foreman Rd
Peach Orchard Rd
Lakeland Ct
Elk Grove Trl
R-1A
White Pine Ct
P-1
A
B-1
B-2
Tobacco Rd
Short Leaf Ct
Request: A Special Exception per Section 21-2(b) of the Comprehensive Zoning Ordinance to establish a convenience store with a drive-thru restaurant affecting properties containing approximately 1.9 acres located at 2385 Tobacco Road and 4202 White Pine Court.
Name: Jaymin Patel on behalf of Elmeric Investment Properties, LLC
Parcels: 154-0-281-02-0, 154-0-281-01-0
Planning Commission
SE-25-09
August 4, 2025
2385 Tobacco Road and
4202 White Pine Court
Current Zoning
Subject Property
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
Augusta GEORGIA
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/21/2025 PE22633
Augusta, GA Disclaimer
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Forest

Commission Meeting

August 19, 2025

Item Name: SE-25-10

Department:	Planning & Development
Presenter:	Chyvattee Vassar, Interim Director
Caption:	**SE-25-10**– A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by GCC Development, LLC on behalf of Walter Sheridan Wilson Trust, requesting a special exception per Section 22-2(d) of the Comprehensive Zoning Ordinance to establish an extended stay hotel, affecting property containing approximately 2.17 acres out of a 20.09-acre tract located at 3611Wheeler Road. Tax Map # 022-0-039-02-0.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	1. Shall comply with all applicable regulations set forth in Section 22-2(d) of the Comprehensive Zoning Ordinance of Augusta, Georgia. 2. The extended stay hotel shall be limited to 4 stories with no more than 119 guest rooms. 3. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Augusta GEORGIA
PLANNING & DEVELOPMENT DEPARTMENT

Augusta-Richmond County
Planning Commission
Staff Report

Hearing Date: August 4, 2025
Case Number: SE-25-10
Applicant: GCC Development, LLC
Property Owner: Walter Sheridan Wilson Trust
Property Address: 3611 Wheeler Road
Tax Parcel No: 022-0-039-02-0
Current Zoning: A (Agriculture)
Fort Gordon Notification Required: N/A
Commission District 3: Catherine Smith-Rice
Super District 10: Wayne Guilfoyle

REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Extended Stay Hotel	Sections 22-2(d)

SUMMARY OF REQUEST:

This application involves 2.17 acres of land out of a 20.09-acre tract. The applicant requests a special exception to establish an extended stay hotel at 3611 Wheeler Road. The 20.09-acre portion of the land contains a house that was built in 1948 and is approximately 2,004 square feet in size. The 2.17-acre tract remains vacant and undeveloped land. The applicant has submitted a separate petition to rezone the property to B-2 (General Business), which is zoning case Z-25-23.

The concept plan submitted with the special exception application features the following:

- 4-story extended stay hotel
- 119 guest rooms with kitchens
- 135 parking spaces
- Fitness center
- Guest laundry
- Delivery lockers
- Complimentary continental breakfast
- Outdoor patio
- Dumpster with enclosure
- One detention pond

DRAFT

COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is located within the Belair Character Area. The vision for Belair reflects a suburban area with medium-density residential development and well-planned communities. Interstate interchanges, frontage roads and other identified nodes are home to new commercial and light industrial/warehousing development. The Doctor's Hospital activity center retains its mix of healthcare-related businesses, offices, medium-density housing, and commercial establishments.

FINDINGS:

1. Extended stay hotels are permitted by special exception in the B-2 (General Business) zone and shall meet the following criteria.
    - There shall be no direct vehicular access to any guest room; ***Conceptual plan does not show direct vehicular access to any guest room.***
    - There shall be staff or management on duty 24 hours per day seven days per week; ***The hotel will be staffed 24 hours per day seven days per week.***
    - Each guest room shall have a minimum of 280 square feet; ***Complies, the smallest room is shown at 328 sq ft.***
    - No business license shall be issued for any business operated from any guest room; ***Must comply with zoning regulations.***
    - No outside storage or permanent parking of equipment or vehicles shall be permitted; ***Must comply with zoning regulations.***
    - No buildings constructed under this section may be converted to or used as apartments or condominiums; ***Must comply with zoning regulations.***
    - A preliminary plan shall be submitted showing the proposed layout of buildings, ingress/egress, buffers and landscaping, amenities, and the density of the development. This preliminary plan shall be a consideration in granting the Special Exception. ***Must comply, conceptual plan does not include buffers or landscaping details.***
2. There is no recent zoning history for the property.
3. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
4. According to the Augusta-Richmond County GIS Map Layer there are wetlands located on the main 20.09-acre tract, but not on the smaller 2.17-acre tract where the proposed hotel is located.
5. The nearest public transit stop is located approximately 735 feet away at the intersection of Wheeler Road and Perimeter Parkway.
6. According to the Georgia Department of Transportation State Functional Classification Map, 2017, Perimeter Parkway is classified as a local road.
7. According to the Preliminary Traffic Impact Worksheet, Traffic Engineering has determined that a traffic study is not necessary for the proposed development.
8. Adjacent zoning districts to the north, east, and south are B-2 (General Business). Properties to the west are zoned B-2 (General Business) and R-3B (Multiple-Family Residential).

DRAFT

9. The proposed change in zoning to B-2 would be consistent with the 2023 Comprehensive Plan.
10. At the time of completion of this report, staff have not received any inquiries regarding the petition as advertised.

ENGINEERING/UTILITIES COMMENTS:

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- "There is an 8" water line on Perimeter Parkway and an 8" sewer line on each side of this property, which are available for your site. Both properties with the sewer may need an easement to get to them."

RECOMMENDATION: The Planning Commission recommends **Approval** of the special exception request with the following conditions:

1. Shall comply with all applicable regulations set forth in Section 22-2(d) of the Comprehensive Zoning Ordinance of Augusta, Georgia.
2. The extended stay hotel shall be limited to 4 stories with no more than 119 guest rooms.
3. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, 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.

DRAFT

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS
1206 Interstate Parkway * Augusta, GA 30909
Phone: 706-868-8803

LETTER OF INTENT
3611 WHEELER RD - Parcel# 022-0-039-02-0
Owner: Walter Sheridan Wilson Trust
Rezone 2.169 Acres from A-1 to B-2.
Special Exception

The site is currently undeveloped with an old house site that is not occupied. There are two (2) dirt driveways serving the site from Perimeter Pkwy. Perimeter Pkwy is a two-lane paved road with a 35 MPH speed limit. Water and sanitary sewer are available to this site.

The proposed use for this site will be a hotel with 119 extended stay rooms with 129 parking spaces with 6 handicap spaces. Runoff from the rear of the site will flow to the existing pond located on the north end of the parent tract (regional detention). Runoff from the front of the site will run to a proposed detention pond. Storm water quality and runoff reduction will be handled with grass strips, bio-detention and drop in filters.

There is an area downstream at I-20 which has a flooding issue in heavy rains. There is no flood plain located here on. There are no wetlands located on this site. The primary receiving water body is Raes Creek which is located 1.0 miles north of the site. Extra detention will be required. No federal or state permits are required for this site improvement.

If you should have any questions or comments, please do not hesitate to call. Thank you for your consideration in this matter.

Respectfully,

Bo Slaughter

7/1/25

GRACE

DEVELOPMENT | CONSTRUCTION | PROCUREMENT

Augusta Planning Commission
Planning Division
535 Telfair Street, Suite 300
Augusta, GA 30901

Supplemental Narrative to Special Exception Application

The extended stay hotel brand offers a studio apartment style experience for travelers who seek a more upscale temporary lodging. Our typical guests are traveling professionals, relocating families and workers on assignment who are seeking a safe and comfortable alternative to a short-term housing rental.

All the suites are stylish, spacious and offer amenities geared toward convenience and functionality, such as a fully equipped kitchen with full sized appliances, storage areas and flexible furniture. Guests are offered complimentary continental breakfast, free coffee anytime, and a dedicated staff able to accept deliveries and packages, as well as an on-site market offering many necessities.

All of the extended stay hotels have fitness centers with state-of-the-art exercise equipment and an outdoor area guests may use for gatherings or relaxing. These hotels are designed to help longer-staying travelers feel more at home, and the upscale brand means the hotels are built to stringent standards, with pleasant and attractive interiors and exteriors.

The hotel will seek to employ friendly local people who will add to our guests' superior experience.

Augusta GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

PRELIMINARY TRAFFIC IMPACT WORKSHEET

Address of property: 3611 WHEELER RD, AUGUSTA, GA 30909

Tax Parcel Number: 022-0-039-02-0

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) Perimeter Pkwy 2) _____ 3) _____ 4) _____

Volume on each existing street (AADT): 1) NOT AVAILABLE 2) (less than 6000TPD) 3) _____ 4) _____

Level of Service (LOS) on each street: 1) E 2) _____ 3) _____ 4) _____

Land Use Type / Code (ITE Trip Generation): HOTEL / (310)

Basis for Calculation (sq ft, # units, etc.): Occupied Rooms

Trips Generated by Proposed Development: 70% Occupancy = 1062 TTPD 531 TPD ENTERING

Adjusted street volumes based on trips generated:
1) +300 TPD 2) _____ 3) _____ 4) _____

Projected Level of Service (LOS) on each street based on trips generated:
1) E 2) _____ 3) _____ 4) _____

Augusta Engineering Department – Traffic Engineering
452 Walker St, Ste 120 – Augusta, GA 30901
(706) 821-1850 – Fax (706) 796-5045
WWW.AUGUSTAGA.GOV

* If there are more than 4 streets affected by proposed zone change and development, include on separate sheet of paper or use a second form.

** Utilize the website https://gdottrafficdata.drakewell.com/publicmultinodemap.asp for current volume data.

***Utilize the website https://www.fhwa.dot.gov/policyinformation/pubs/pl18003/chap00.cfm for LOS calculations/tables.

**** Use current edition of the ITE Trip Generation Manuals.

Official Use Only

Does this Rezoning Application require a full Traffic Impact Study/Analysis (TIS/TIA): Y or N

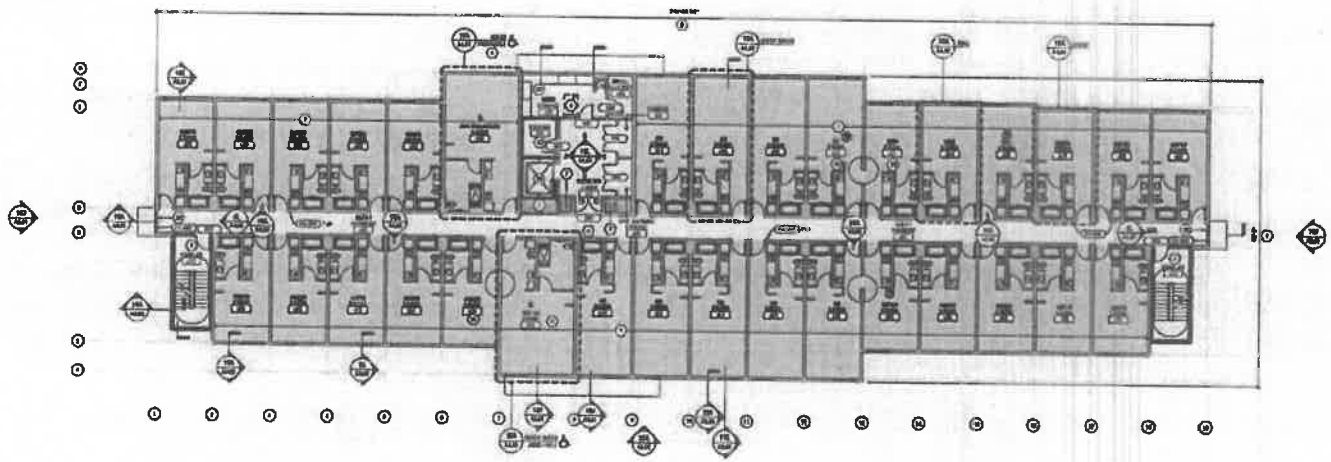
Date of Review: 6/10/25

Signature of Traffic Engineer or Designee: Marques Jacobs

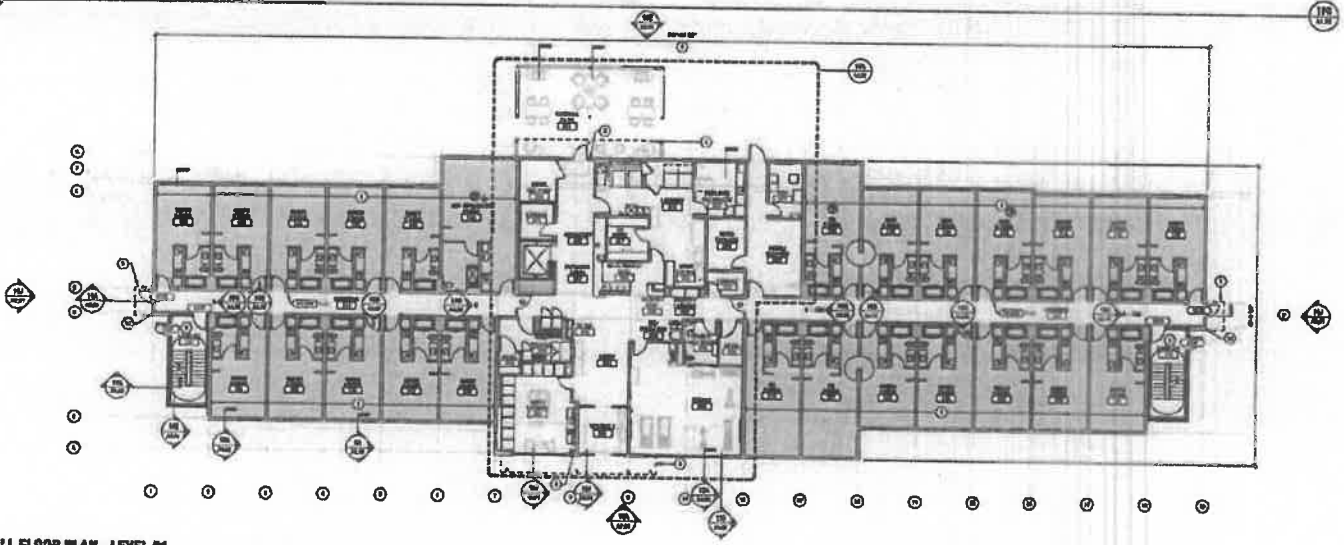
Print Name: Marques Jacobs

Title: Traffic Operations Manager

PARKING CALCULATIONS
FOR PROPOSED HOTEL
TOTAL ROOMS = 121 ROOMS = 119 SPACES REQ'D
TOTAL EMPLOYEES = 10 EMPLOYEES/2 = 5 SPACES REQ'D
TOTAL PARKING SPACES REQUIRED = 124 SPACES
TOTAL PARKING SPACES PROVIDED = 129 SPACES W/ 6 HC
PROJECT DESCRIPTION:
THIS PROPERTY IS LOCATED IN RICHMOND COUNTY, GEORGIA.
THE PROPERTY IS CURRENTLY UNDEVELOPED.
THE PROPOSED BUILDING WILL BE A HOTEL.
WITHIN THE SITE WILL BE ROADS, PARKING, UTILITIES, STORM, AND UTILITIES.
ALL DRAINAGE WILL FLOW TO THE REGIONAL DETENTION POND.
REGIONAL DETENTION POND IN THE REAR OF EXISTING LANDS OF OWNER
OR THE PROPOSED DETENTION POND ALONG PERIMETER PKWY.
~ N/F SHERIDAN WALTER WILSON TRUST ~
PARCEL: 022-0-039-02-0
ZONED A
~ N/F ST FRANCIS PROPERTIES LLC ~
PARCEL: 031-0-168-00-0
ZONED B-2
(USE-VETERINARY CLINIC)
~ N/F BLANCHARD & CALHOUN COMMERCIAL CORP ~
PARCEL: 031-0-149-00-0
(REF DEED BOOK 1275 PG 2080)
ZONED B-2
PERIMETER PKWY R/W VARIES
DETENTION POND
50' INGRESS/EGRESS & UTILITY EASEMENT
DUMPSTER
SSMH
#5 RBS
#5 RBF
1-1/2" OTF
1-1/4" OTF
3/4" OTF
S31°37'09"E 212.36'
N41°28'30"E 151.53'
S41°20'02"W 184.32'
S61°38'27"W 201.34'
L=152.85'
N31°45'52"W 254.20'
N55°16'08"E 377.73'
3' MBL
5' MBL
20' MBL
30' MBL

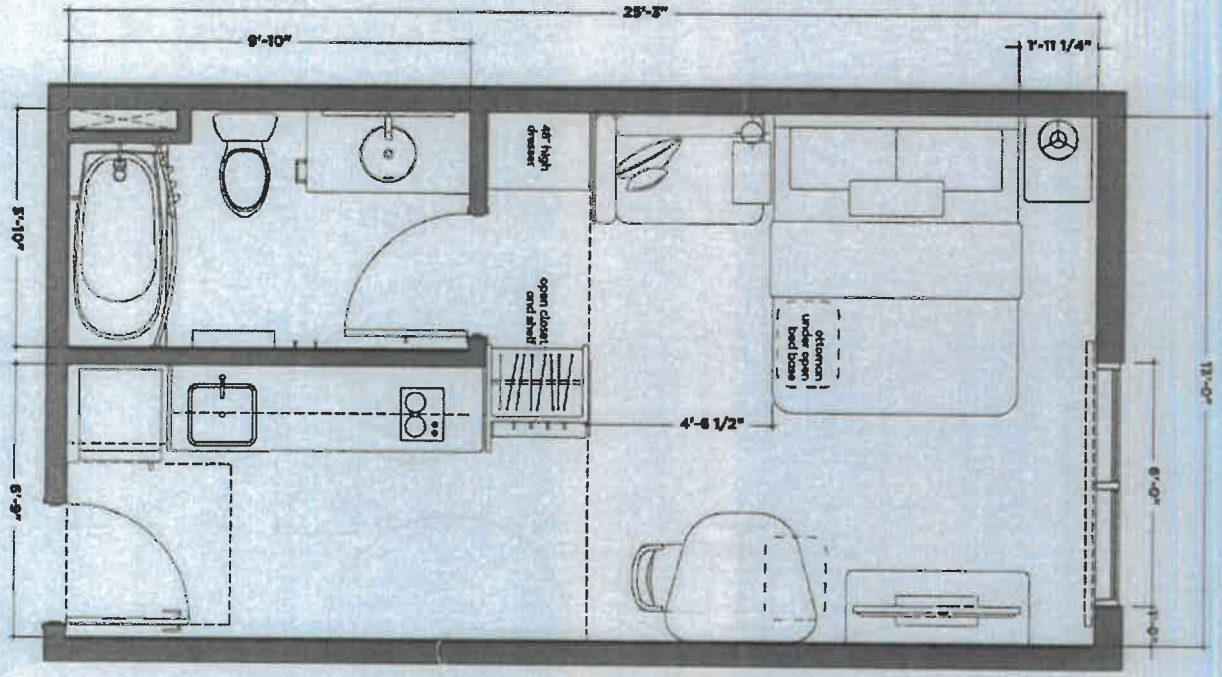


OVERALL TYPICAL FLOOR PLAN - LEVELS 02-04



OVERALL FLOOR PLAN - LEVEL 01

King Studio Suite 328 SF



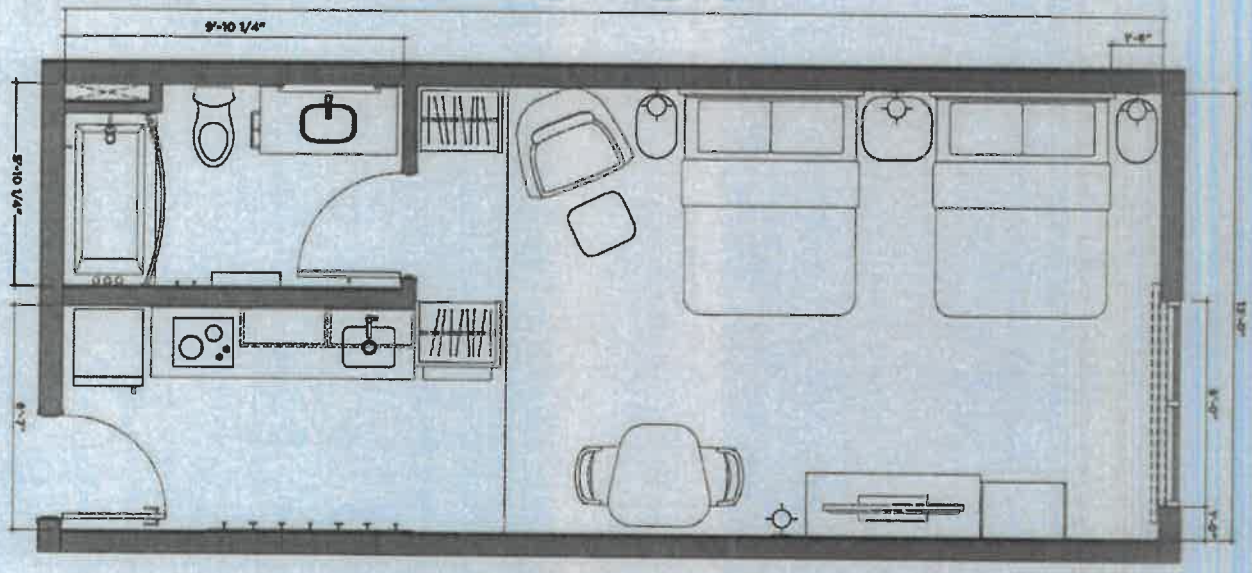
King Studio Dimensions
13'-0" x 25'-3"

King Studio Area
328 sf

Guest Bath Area
55 sf

Shower With Glass Doors
34" x 60"

Queen / Queen Studio Suite 416 SF

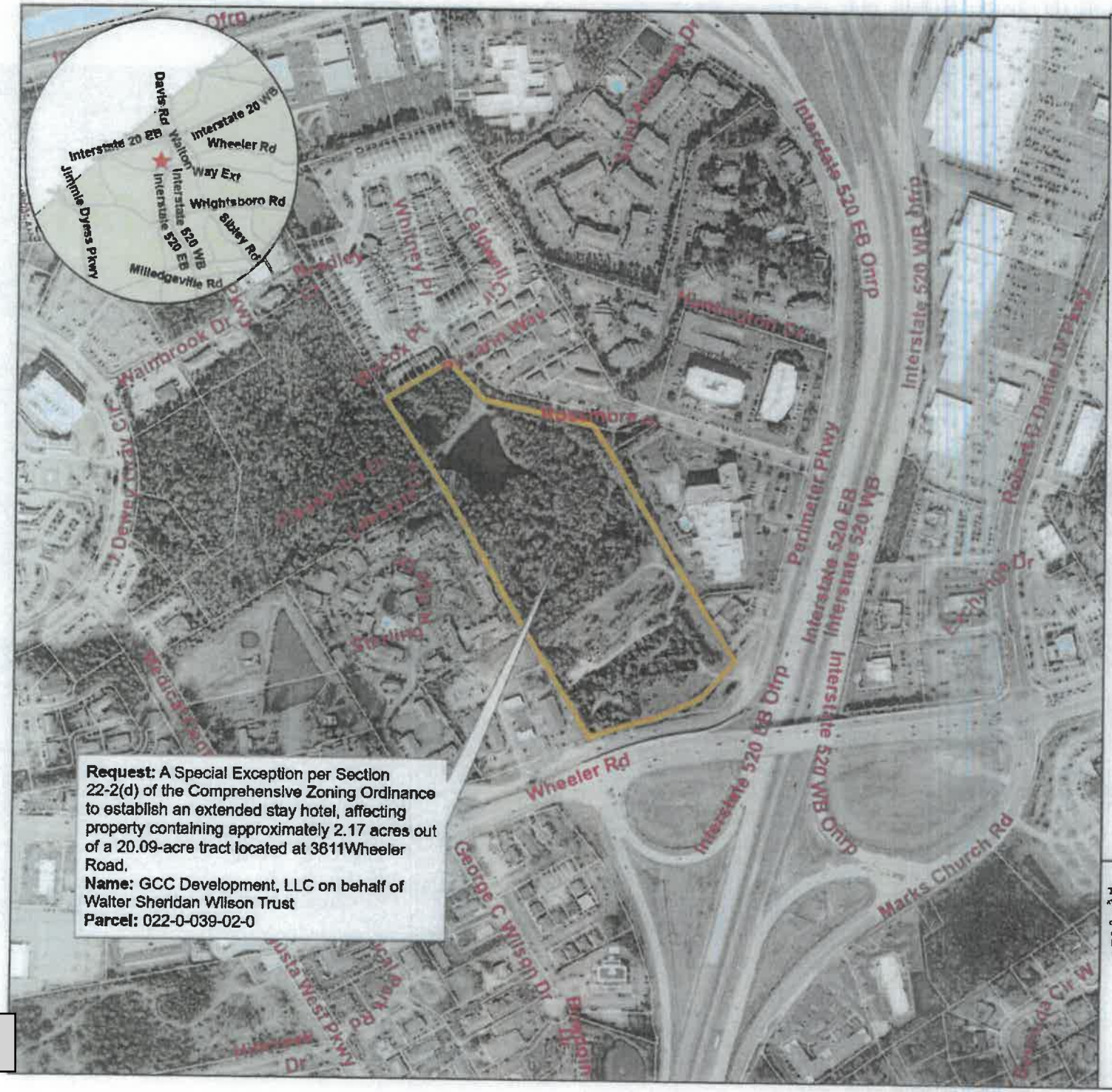


Queen/Queen Studio Dimensions
13'-0" x 32'-0"

Queen/Queen Studio Area
416 sf

Guest Bath Area
55 sf

Tub w/Shower Curtain
34" x 60"



Planning Commission
SE-25-10
August 4, 2025

3611 Wheeler Road

Aerial

Subject Property

Augusta GEORGIA

Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/22/2025 PE22633

Augusta, GA Disclaimer

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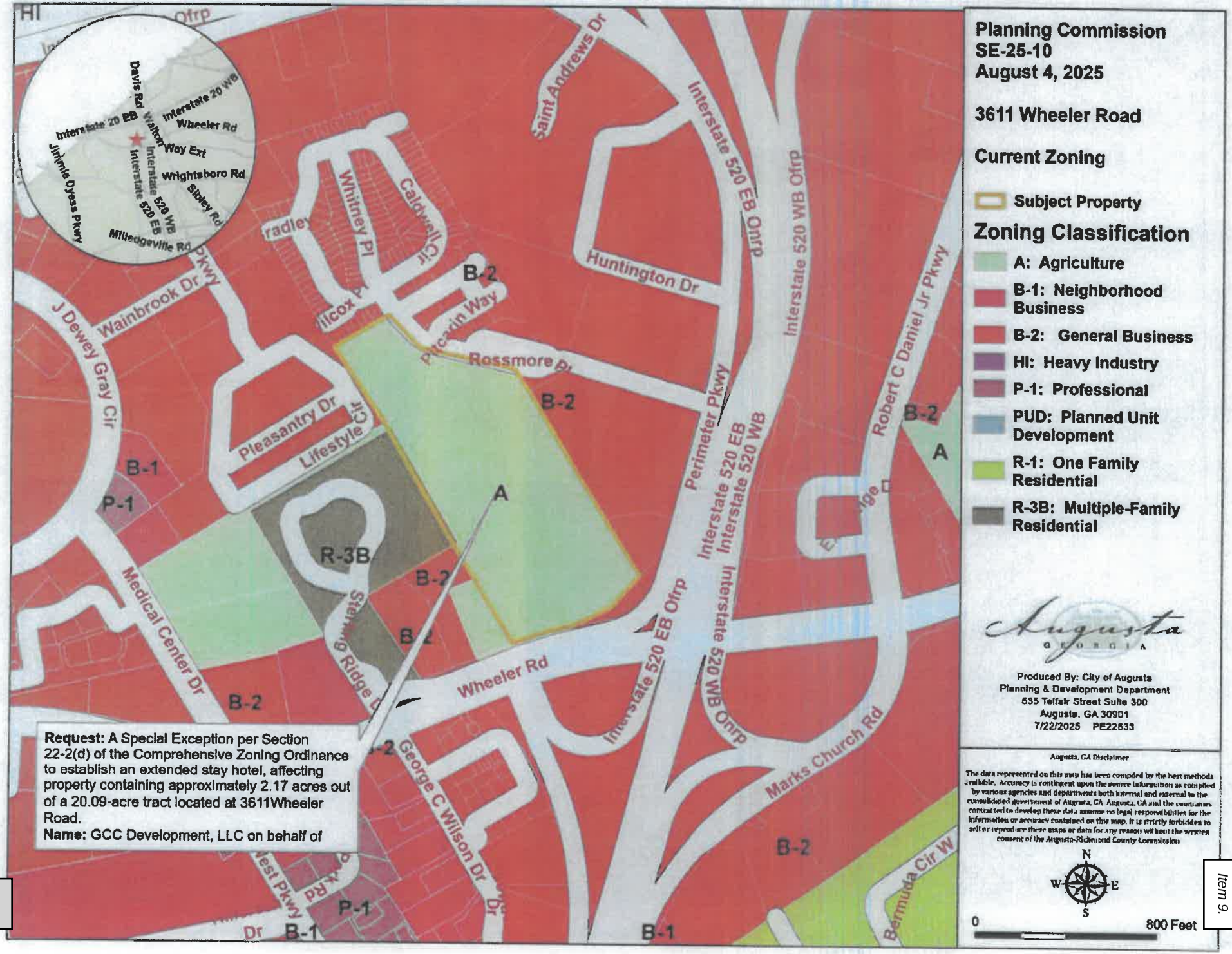
Planning Commission
SE-25-10
August 4, 2025
3611 Wheeler Road
Current Zoning
Subject Property
Zoning Classification
A: Agriculture
B-1: Neighborhood Business
B-2: General Business
HI: Heavy Industry
P-1: Professional
PUD: Planned Unit Development
R-1: One Family Residential
R-3B: Multiple-Family Residential
Request: A Special Exception per Section 22-2(d) of the Comprehensive Zoning Ordinance to establish an extended stay hotel, affecting property containing approximately 2.17 acres out of a 20.09-acre tract located at 3611Wheeler Road.
Name: GCC Development, LLC on behalf of
Produced By: City of Augusta
Planning & Development Department
535 Telfair Street Suite 300
Augusta, GA 30901
7/22/2025 PE22633
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N
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800 Feet
Wheeler Rd
Interstate 520 EB Ofrp
Interstate 520 WB Ofrp
Perimeter Pkwy
Robert C Daniel Jr Pkwy
Saint Andrews Dr
Huntington Dr
Whitney Pl
Caldwell Cir
Pitcairn Way
Rossmore Pl
Wainbrook Dr
J Dewey Gray Cir
Pleasantry Dr
Lifestyle Cir
Medical Center Dr
Stanag Ridge Dr
George C Wilson Dr
Marks Church Rd
Bermuda Cir W
Davis Rd
Walton Way Ext
Wrightsboro Rd
Sibley Rd
Jimmie Dyess Pkwy
Milledgeville Rd
HI
B-1
B-2
P-1
R-3B
A

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS) Construct Southeast Apron – Phase I CA/CO WA #18

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve Work Authorization #18 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the construction of the Southeast Development Apron – Phase I in the amount of **$387,259.82.**

Background: The scope of this Project is to continue improving the Southeast development area by constructing the first phase of aviation apron (approximately 10,000 SY) and is the next phase to the previously completed Taxiway G project. The project was designed to provide hangar and industry growth opportunities on the airfield as well as adding additional aircraft parking during peak times/diversions. Though the design included a multi-phase bid package, Augusta Regional Airport in conjunction with GDOT has decided to award the base bid.

In 2023, Augusta Regional Airport (AGS) began constructing Taxiway G. The purpose of Taxiway G was to open accessibility to the Runway system for potential development within the Southeast as identified in the ALP and Masterplan. Taxiway G was constructed and funded via Georgia Department of Transportation (GDOT) TIA funds and AGS Enterprise funds. To continue spurring on development within the region of the airfield, AGS identified hangar growth options along with the first phase of Apron expansion along Taxiway G. The first phase of overall apron development is proposed to include approximately 22,000 square yards of new aircraft parking ramp and space for two (2) new 80’ x 200’ hangars.

The base bid of the project includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, grading and excavation adjacent to Taxiway G, the construction of approximately 10,500 square yards of new PCC apron pavement, Drainage improvements, Taxiway Retroreflective markers, and new guidance signs. This project falls east of Runway 17-35 and Taxiway G in the southeast development area and ties in directly to Connector 2.

The scope of services to be performed by Mead & Hunt, Inc. includes all work, services, materials, equipment and supplies necessary to provide Construction Administration, Construction Observation and Testing Services for the Construction of the Southeast Apron – Phase I.

This Proposal has been provided to GDOT for their review and approval. In the event that comments are received that directly affect the scope or fee, revisions will be made per GDOT direction and a revised proposal will be presented to the Aviation Commission for review and approval.

Analysis: The construction phase services contract is based on a 30-calendar day mobilization and a 180-calendar day construction period (210 days, total).

It is hereby requested that the Aviation Commission approve this Work Authorization #18, for a Lump Sum Fee totaling **$387,259.82**

This Work Authorization has been reviewed by Mr. Robert Kerr.

Financial Impact: This Work Authorization will be funded via a GDOT 2025 Grant at a 75/25 split between state funds, and AGS Enterprise funds.

Alternatives: N/A

Recommendation: Approve Work Authorization #18 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the construction of the Southeast Development Apron – Phase I in the amount of **$387,259.82.**

Funds are available in the following accounts: 551081305-5412110

REVIEWED AND APPROVED BY: N/A

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman
August Aviation Commission

Date

Construction Services Fee (CA/CO)

AIRPORT: Augusta Regional Airport (AGS)
LOCATION: Augusta, Georgia
MH PROJECT NO. 0119700-212113.02
PROJECT DESCRIPTION: Construction Administration (CA) and Construction Observation (CO) Fees for the Southeast Apron Phase I Pr

PROJECT NUMBER: GDOT #
DATE: 7/11/25
REV. NO: WA # 18

		DIRECT LABOR	OVERHEAD 1.8672	FIXED FEE 10.00%	TOTAL LABOR FEE	EXPENSES	TOTAL
	TASK 1 - PRE-CONSTRUCTION						
1.0	Pre-Construction Activities	$5,309.00	$9,912.96	$1,522.20	$16,744.16		
2.0	Initial Construction Layout	$202.00	$377.17	$57.92	$637.09		
3.0	Prepare Construction Management Plan (CMP)	$202.00	$377.17	$57.92	$637.09		
4.0	Prepare Project Files	$1,046.00	$1,953.09	$299.91	$3,299.00		
5.0	Grant Administration Assistance	$2,272.00	$4,242.28	$651.43	$7,165.71		
	Expenses					$3,126.75	
	Subconsultant - Aulick Engineering					$6,930.00	
	SUBTOTAL TASK 1 - PRE-CONSTRUCTION	**$9,031.00**	**$16,862.67**	**$2,589.38**	**$28,483.05**	**$10,056.75**	**$38,539.80**
	TASK 2 - CONSTRUCTION MANAGEMENT						
6.0	Construction Management	$14,343.00	$26,781.25	$4,112.43	$45,236.68		
	Expenses					**$4,152.00**	
	SUBTOTAL TASK 2 - CONSTRUCTION MANAGEMENT	**$14,343.00**	**$26,781.25**	**$4,112.43**	**$45,236.68**	**$4,152.00**	**$49,388.68**
	TASK 3 - RESIDENT ENGINEERING						
7.0	Resident Engineering (Mead & Hunt)	$9,442.00	$17,630.10	$2,707.21	$29,779.31		
	Subconsultant - Aulick Engineering Resident Engineer (DBE)					$194,780.00	
	Expenses					$4,640.00	
	SUBTOTAL TASK 3 - RESIDENT ENGINEERING	**$9,442.00**	**$17,630.10**	**$2,707.21**	**$29,779.31**	**$199,420.00**	**$229,199.31**
	TASK 4 - POST CONSTRUCTION SERVICES						
8.0	Final Inspection and Documentation	$2,152.00	$4,018.21	$617.02	$6,787.23		
9.0	Record Drawings, Equipment Manuals, and Materials Book	$2,971.00	$5,547.45	$851.85	$9,370.30		
10.0	Grant Closeout Report	$1,056.00	$1,971.76	$302.78	$3,330.54		
	Expenses					$1,464.00	
	Subconsultant - Aulick Engineering						
	SUBTOTAL TASK 4 - POST CONSTRUCTION SERVICES	**$6,179.00**	**$11,537.42**	**$1,771.65**	**$19,488.07**	**$1,464.00**	**$20,952.07**
	TASK 5 - ADDITIONAL SERVICES						
11.0	Update Airfield Sign Plan	$695.00	$1,297.70	$199.27	$2,191.97		
12.0	Update Airport Layout Plan	$773.00	$1,443.35	$221.64	$2,437.99		
13.0	AGIS Update	$0.00	$0.00	$0.00	$0.00		
	Expenses					$0.00	
	SUBTOTAL TASK 5 - ADDITIONAL SERVICES	**$1,468.00**	**$2,741.05**	**$420.91**	**$4,629.96**	**$0.00**	**$4,629.96**
	TASK 6 - QUALITY ACCEPTANCE TESTING						
	Subconsultant - Nova					$44,550.00	
	SUBTOTAL TASK 6 - QUALITY ACCEPTANCE TESTING					**$44,550.00**	**$44,550.00**
	TOTAL MEAD & HUNT FEES	**$40,463.00**	**$75,552.51**	**$11,601.55**	**$127,617.06**	**$13,382.75**	**$140,999.81**

COST BREAKDOWN BY TASK	
Task 1 - Preconstruction	$38,539.80
Task 2 - Construction Management	$49,388.68
Task 3 - Resident Engineering	$229,199.31
Task 4 - Post Construction Services	$20,952.07
Task 5 - Additional Services	$4,629.96
Quality Acceptance Testing	$44,550.00
TOTAL ENGINEERING FEES	**$387,259.82**

COST BREAKDOWN BY CONSULTANT	
Mead & Hunt, Inc	$115,624.82
Aulick Engineering (DBE)	$201,710.00
Nova	$69,925.00

Item No.		Principal $101.00	Project Manager $83.00	Engineer III $53.00	Engineer II $48.00	Senior Electrical Engineer $59.00	Reg. Land Surveyor $59.00	Cadd Technician IV $49.00	Project Assist. $41.00	Sr. Scientist $59.00	Total Hours		Cost Summary
	TASK 1 - PRE-CONSTRUCTION												
1.0	**Pre-Construction Activities**												
	• Schedule and coordinate meeting and materials	1	4	8	8	0	0	0	2	0	23		$1,323.00
	• Obtain and review construction schedules	0	2	4	4	0	0	0	2	0	12		$652.00
	• Provide Owner with project engineer credentials	0	1	0	0	0	0	0	1	0	2		$124.00
	• Prepare submittals/testing log	0	2	4	8	0	0	0	8	0	22		$1,090.00
	• Attend and document pre-construction conference	2	8	8	8	2	0	0	8	0	36		$2,120.00
	Estimated Total Man-hours	**3**	**17**	**24**	**28**	**2**	**0**	**0**	**21**	**0**	**95**		
	Summary Costs	$303.00	$1,411.00	$1,272.00	$1,344.00	$118.00	$0.00	$0.00	$861.00	$0.00			**$5,309.00**
2.0	**Initial Construction Layout**												
	Estimated Total Man-hours	**0**	**0**	**2**	**2**	**0**	**0**	**0**	**0**	**0**	**4**		$202.00
	Summary Costs	$0.00	$0.00	$106.00	$96.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$202.00**
3.0	**Prepare Construction Management Plan (CMP)**												
	Estimated Total Man-hours	**0**	**0**	**2**	**2**	**0**	**0**	**0**	**0**	**0**	**4**		$202.00
	Summary Costs	$0.00	$0.00	$106.00	$96.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$202.00**
4.0	**Prepare Project Files**												
	Estimated Total Man-hours	**2**	**2**	**4**	**8**	**0**	**0**	**0**	**2**	**0**	**18**		$1,046.00
	Summary Costs	$202.00	$166.00	$212.00	$384.00	$0.00	$0.00	$0.00	$82.00	$0.00			**$1,046.00**
5.0	**Grant Administration Assistance**												
	• Calculate cost summary for grant draw request	0	8	4	2	0	0	0	4	0	18		$1,136.00
	• Assemble supporting documentation	0	8	4	2	0	0	0	4	0	18		$1,136.00
	Estimated Total Man-hours	**0**	**16**	**8**	**4**	**0**	**0**	**0**	**8**	**0**	**36**		
	Summary Costs	$0.00	$1,328.00	$424.00	$192.00	$0.00	$0.00	$0.00	$328.00	$0.00			**$2,272.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	950	750	750	0	0	0	400	0	2850 Miles	$0.655	$1,866.75
	Lodging and Per Diem	0	2	2	2	0	0	0	1	0	7 Days	$180.00	$1,260.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$600.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$3,126.75**
											TASK 1 - PRE-CONSTRUCTION TOTAL		**$12,157.75**

Item No.		Principal $101.00	Project Manager $83.00	Engineer III $53.00	Engineer II $48.00	Senior Electrical Engineer $59.00	Reg. Land Surveyor $59.00	Cadd Technician IV $49.00	Project Assist. $41.00	Sr. Scientist $59.00	Total Hours		Cost Summary
TASK 2 - CONSTRUCTION MANAGEMENT													
6.0	**Construction Management**										**TOTAL HOURS**		
•	Site visits & check construction activities vs. plans and specs	4	24	48	16	0	0	0	0	0	92		$5,708.00
•	Provide interpretation of plans and specifications	2	4	4	2	0	0	0	0	0	12		$842.00
•	Supervise and coordinate field inspection/testing	0	4	2	2	0	0	0	0	0	8		$534.00
•	Review shop drawings/certificates for compliance	0	4	4	8	0	0	0	0	0	16		$928.00
•	Review all pay estimates	2	7	2	2	0	0	0	0	4	17		$1,221.00
•	Review weekly progress reports	0	4	2	2	0	0	0	0	0	8		$534.00
•	Prepare/recommend approval of change orders	4	2	2	0	0	0	0	0	0	8		$676.00
•	Owner consultation and construction advice	2	4	2	0	0	0	0	0	0	8		$640.00
•	Assist Owner with reimbursement requests	0	4	2	0	0	0	0	0	0	6		$438.00
•	Testing requirements and materials reports	0	2	8	2	0	0	0	0	0	12		$686.00
•	Update record drawings during construction	0	2	8	8	0	0	8	0	0	26		$1,366.00
•	Review payroll reports and contractor compliance	0	4	2	2	0	0	0	0	4	12		$770.00
•	Monitor contractor compliance with DBE program	0	0	0	0	0	0	0	0	0	0		$0.00
	Estimated Total Man-hours	**14**	**65**	**86**	**44**	**0**	**0**	**8**	**0**	**8**	**225**		
	Summary Costs	$1,414.00	$5,395.00	$4,558.00	$2,112.00	$0.00	$0.00	$392.00	$0.00	$472.00			**$14,343.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	950	3250	0	0	0	0	0	0	4200 Miles	$0.560	$2,352.00
	Lodging and Per Diem	0	4	6	0	0	0	0	0	0	10 Days	$180.00	$1,800.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$600.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$4,152.00**
												TASK 2 - CONSTRUCTION MANAGEMENT TOTAL	**$18,495.00**

Item No.		Principal $101.00	Project Manager $83.00	Engineer III $53.00	Engineer II $48.00	Senior Electrical Engineer $59.00	Reg. Land Surveyor $59.00	Cadd Technician IV $49.00	Project Assist. $41.00	Sr. Scientist $59.00	Total Hours		Cost Summary
TASK 3 - RESIDENT ENGINEERING													
7.0	**Resident Engineering**										**TOTAL HOURS**		
	Field Inspection Number of Days	0	3	5	10	0	0	0	0	0	0		$0.00
	Hours per Day	0	8	10	10	0	0	0	0	0	0		$0.00
	Total Hours	0	24	50	100	0	0	0	0	0	174		$9,442.00
	Estimated Total Man-hours	**0**	**24**	**50**	**100**	**0**	**0**	**0**	**0**	**0**	**174**		
	Summary Costs	$0.00	$1,992.00	$2,650.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$9,442.00**
	Expenses - Included in rate for Resident Engineering											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	950	600	950	0	0	0	0	0	2500 Miles	$0.560	$1,400.00
	Lodging and Per Diem	0	3	5	10	0	0	0	0	0	18 Days	$180.00	$3,240.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$500.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$4,640.00**
												TASK 3 - RESIDENT ENGINEERING TOTAL	**$14,082.00**

Item No.		Principal $101.00	Project Manager $83.00	Engineer III $53.00	Engineer II $48.00	Senior Electrical Engineer $59.00	Reg. Land Surveyor $59.00	Cadd Technician IV $49.00	Project Assist. $41.00	Sr. Scientist $59.00	Total Hours		Cost Summary
TASK 4 - POST CONSTRUCTION SERVICES													
8.0	**Final Inspection and Documentation**										**TOTAL HOURS**		
8.1	Final inspection	2	4	8	4	0	0	0	0	0	18		$1,150.00
8.2	Final punch list	0	2	4	0	0	0	0	4	0	10		$542.00
8.3	Final construction certifications	0	2	4	0	0	0	0	2	0	8		$460.00
	Estimated Total Man-hours	**2**	**8**	**16**	**4**	**0**	**0**	**0**	**6**	**0**	**36**		
	Summary Costs	$202.00	$664.00	$848.00	$192.00	$0.00	$0.00	$0.00	$246.00	$0.00			**$2,152.00**
9.0	**Record Drawings, Equipment Manuals, Materials Book**										**TOTAL HOURS**		
9.1	Record drawings	0	1	8	16	4	0	24	0	0	53		$2,687.00
9.2	Equipment manuals	0	0	0	0	0	0	0	0	0	0		$0.00
9.3	Materials book	0	0	2	2	0	0	0	2	0	6		$284.00
	Estimated Total Man-hours	**0**	**1**	**10**	**18**	**4**	**0**	**24**	**2**	**0**	**59**		
	Summary Costs	$0.00	$83.00	$530.00	$864.00	$236.00	$0.00	$1,176.00	$82.00	$0.00			**$2,971.00**
10.0	**Grant Closeout Report**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**2**	**8**	**8**	**0**	**0**	**0**	**2**	**0**	**20**		$1,056.00
	Summary Costs	$0.00	$166.00	$424.00	$384.00	$0.00	$0.00	$0.00	$82.00	$0.00			**$1,056.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	950	350	350	0	0	0	0	0	1650 Miles	$0.560	$924.00
	Lodging and Per Diem	0	1	1	1	0	0	0	0	0	3 Days	$180.00	$540.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$500.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$1,464.00**
												TASK 4 - POST CONSTRUCTION SERVICES TOTAL	**$7,643.00**

Item No.		Principal $101.00	Project Manager $83.00	Engineer III $53.00	Engineer II $48.00	Senior Electrical Engineer $59.00	Reg. Land Surveyor $59.00	Cadd Technician IV $49.00	Project Assist. $41.00	Sr. Scientist $59.00	Total Hours		Cost Summary
TASK 5 - ADDITIONAL SERVICES													
11.0	**Update Airfield Sign Plan**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**1**	**2**	**4**	**2**	**0**	**4**	**0**	**0**	**13**		
	Summary Costs	$0.00	$83.00	$106.00	$192.00	$118.00	$0.00	$196.00	$0.00	$0.00			**$695.00**
12.0	**Update Airport Layout Plan**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**1**	**2**	**4**	**0**	**0**	**8**	**0**	**0**	**15**		
	Summary Costs	$0.00	$83.00	$106.00	$192.00	$0.00	$0.00	$392.00	$0.00	$0.00			**$773.00**
13.0	**Airports GIS Compliance**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
	Summary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	0	0	0	0	0	0	0	0	0 Miles	$0.560	$0.00
	Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0 Days	$180.00	$0.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$600.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$0.00**
												TASK 5 - ADDITIONAL SERVICES TOTAL	**$1,468.00**

Attachment A
Southeast Apron – Phase I
Aviation Services Construction Administration / Construction Observation (CA/CO) Work Scope

Augusta Regional Airport (AGS)
GDOT PID T008670
Augusta, GA
July 11, 2025

The scope of this Project is to continue improving the Southeast development area by constructing the first phase of aviation apron (approximately 10,000 SY) and is the next phase to the previously completed Taxiway G project. The project was designed to provide hangar and industry growth opportunities on the airfield as well as adding additional aircraft parking during peak times/diversions. Though the design included a multi-phase bid package, Augusta Regional Airport in conjunction with GDOT has decided to award the base bid.

In 2023, Augusta Regional Airport (AGS) began constructing Taxiway G. The purpose of Taxiway G was to open accessibility to the Runway system for potential development within the Southeast as identified in the ALP and Masterplan. Taxiway G was constructed and funded via Georgia Department of Transportation (GDOT) TIA funds and AGS Enterprise funds. To continue spurring on development within the region of the airfield, AGS identified hangar growth options along with the first phase of Apron expansion along Taxiway G. The first phase of design included approximately 22,000 square yards of new aircraft parking ramp and space for two (2) new 80’ x 200’ hangars (Base Bid, Additive Alternate 1, and Additive Alternate 2).

The base bid of the project includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, grading and excavation adjacent to Taxiway G, the construction of approximately 10,500 square yards of new PCC apron pavement, Drainage improvements, Taxiway Retroreflective markers, and new guidance signs. This project falls east of Runway 17-35 and Taxiway G in the southeast development area and ties in directly to Connector 2.

This phase of the work scope includes all basic services rendered after the award of a construction contract. The scope of services to be performed by Mead & Hunt, Inc. (Consultant) includes all work, services, materials, equipment and supplies necessary to provide Construction Administration, Construction Observation and Testing Services for the Construction of the Project in accordance with the plans and specs issued May 8, 2025. The Consultant shall complete the scope of services in accordance with generally accepted standards of practice and shall include all work necessary to complete the tasks outlined in this Work Authorization.

The construction phase services contract is based on a 210-calendar day construction period. It is anticipated that the Contractor will mobilize for 30 days and work in the field for 180-calendar days, five (5) to six (6) days / week. The Cost of Construction is $4,916,043.44 (Base Bid) + $387,259.82 (CA/CO) = **$5,303,303.26**.

PHASE I. Pre-Construction

1.0 Pre-Construction Activities

The Consultant will schedule, prepare for, and conduct a Pre-Construction Conference. The project manager and the Resident Project Representative (RPR) will establish this meeting to review FAA, GDOT and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Owner, the Contractor, his/her Subcontractors, the FAA-ADO (if necessary), GDOT, FAA-ATCT, the FBO, airport tenants affected by construction, utility companies, and any other interested parties. The purpose of this meeting will be to review the Contractor's proposed schedule, discuss safety and security issues, shop drawing submittals, contract requirements and to coordinate surveying and testing. Minutes shall be prepared and distributed after the conference. This task will include the following:

- Schedule meeting, send invitations, provide meeting materials, and prepare pre-meeting exhibits and materials.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction conference. The Owner should be provided with copies of all the construction schedules.
- Prior to the pre-construction conference, furnish the Owner with the name of the project engineer and qualifications for Owner approval. Project engineer means 'engineer' as defined in Section 10 (Section 10-18) of the General Provisions.
- Provide the contractor with a list of required submittals that they must provide and discuss at the pre-construction conference.
- Preside at the pre-construction conference, prepare a detailed record of the conference, submit record to the Owner for review and comment, and distribute the final record.

2.0 Initial Construction Layout

The Contractor's survey crew will establish and identify horizontal and vertical field control, per the construction documents. The Consultant will be available to answer Contractor questions with regards to Control.

3.0 Prepare Construction Management Plan (CMP)

The Project Engineer and/or RPR will obtain and review the contractor's Quality Control (QC) Plan and will then prepare the Construction Management Plan (CMP). The CMP combines data from the QC Plan with information of project responsibilities from the Owner and Engineer. A preliminary copy of the CMP will be submitted to the Owner and GDOT for approval. After review, the CMP may be revised or issued to the contractor for use.

The Consultant will prepare a Construction Management Plan (CMP) that outlines the materials testing requirements, as set forth in the construction documents and contained in Federal Advisory Circular 150/5370-10H. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing.

4.0 Prepare Project Files

The Consultant will verify that the construction Contracts are in order, the contractor has provided proof of insurance and the bonds have been completed, and the contractor has been provided with adequate copies of the construction plans.

"Issued for Construction" plans will be prepared and distributed. The construction plans will be updated to include all addenda items issued during bidding. The quantity sheets, testing sheets, and construction report format will be prepared. Any plan changes will be completed as part of a separate work authorization.

5.0 Grant Administration Assistance

The Grant for this Project is proposed to be an FY 25 GDOT State Grant. This task will include assisting the Owner with necessary project tracking documentation in order to make periodic draws on the grant and will include the following:

- Calculate cost summary included in the grant draw request
- Assemble supporting documentation, such as invoices, estimates, etc.

PHASE II. Construction Management

6.0 Construction Management

The Engineer agrees to provide the management engineering services required for the execution of the contracted work. A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress, as well as pay requests. The PM will review and provide comment on Project compliance issues for quality control testing performed by the Contractor.

The PM will review the Project on a weekly basis and will make site visits (bi-weekly) to monitor construction activities. These services shall include, but are not limited to, the following:

- Check construction activities to obtain compliance with plans and specifications.
- Attend construction meetings biweekly.
- Provide interpretation of plans and specifications.
- Supervise and coordinate sub-consultant contracts for construction observation and testing.
- Review shop drawings and submitted certificates for compliance with design concepts. Evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor.

- Evaluate the contractor's suggestions on drawing or specification modification and report those suggestions to the Owner.
- Review all final pay estimates and explanation of variation between the contract and final quantities.
- Review weekly progress reports.
- Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. Project Manager shall submit copies to Owner for approval and signature before proceeding with the work. Any additional design would not be considered in the scope of this W/A.
- Meet with the Owner for consultation and advice during construction.
- Assist Owner with the preparation of reimbursement requests from Grant projects. Determine the amount owed to the contractor and recommend those payment amounts in writing to the contractor. The Project Manager will submit periodic payment recommendations to the Owner for concurrence and payment. Payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the Project Engineer's best knowledge, information, and belief, the quality of such work is in accordance with the contract documents. The Project Engineer, as an experienced and qualified professional, will make payment recommendations from information that is gathered during on-site visits, provided by the contractor, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.
- Verify that all testing required by the specifications is performed, and review all materials reports prepared in accordance with the Construction Management Plan.
- Update record drawings during construction from redline or working drawings.

PHASE III. Resident Engineering

7.0 Resident Engineering

This task will include resident engineering, construction observation and construction administration for the duration of the Project. A dedicated RPR will be assigned to this Project, as will personnel for construction observation. The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the RPR will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, report non-compliance issues to Owner, and record as-built changes.

The RPR shall maintain a construction diary to record the construction history of the Project. The diary will be made available to the Owner upon request for review during site visits. The Project diary should include, but not be limited to, the following information - weather conditions, job site conditions, work in progress, general location of work, equipment in use, contractors work force and hours worked, delivered materials, tests performed, failed tests (if any) and action taken, instructions to contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and any delays to construction and the reason for delays. The diary should be in a bound book of good quality that is easy to handle and carry.

Resident engineering services shall include, but are not limited to, the following:

- Check construction activities for compliance with plans and specifications.
- Make necessary acceptance tests in accordance with the cited requirements and standard methods of GDOT, the FAA, ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary and disposition of all testing and materials inspection; and record all deviating tests. Consultant shall conduct materials inspections and acceptance tests required and observe and evaluate all such tests made by the contractor in the field and laboratory as necessary in accordance with plans and specifications. Consultant shall furnish copies of all test reports to the Owner. Monitor contractor's performance of the required quality control tests. The RPR shall immediately bring any non-compliance issues to the contractor and the Owner.
- The RPR shall notify the contractor of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications. The RPR may reject nonconforming materials and will notify the contractor to suspend any work in question, until such issues can be referred to the Owner for a final decision.
- Maintain daily records of the contractor's progress and activities during the course of construction and include progress of all work. These records will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- RPR shall furnish the Owner with periodic construction progress and inspection reports.
- RPR shall review contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates; check and submit reports on shop drawings and construction submittals; and prepare and maintain necessary records of construction progress.
- RPR shall receive from contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, certificates, tests, approvals, etc.
- RPR shall prepare and submit periodic estimates, including the final estimate, during the construction project.
- RPR shall determine if the work is completed and ready for final acceptance. After consultation with the Owner, the Project Manager shall furnish the contractor with a list of items that were observed and require completion or correction.
- When the Project is complete and ready for final acceptance, the RPR shall arrange for review of the finished work by the Owner and the contractor. After the final inspection and acceptance, the Project Manager shall prepare and submit the Final Pay Application to the Owner for consideration.
- RPR shall observe the progress of the Project in order to monitor the contractor's compliance to the Project plans and specifications.
- RPR shall monitor the contractor's compliance with the Construction Operations and Safety Plan and immediately bring any non-compliance issues to the attention of the contractor.
- RPR shall establish and conduct weekly construction progress meetings with the contractor to discuss pertinent construction issues such as schedules, taxiway/runway closures, materials submittals, mix design approvals, secured area access, and the need for traffic control or gate guards.

PHASE IV. Post Construction Services

8.0 Final Inspection and Documentation

8.1 Final Inspection

Consultant will schedule and conduct a final inspection with the Owner, contractor, and State representatives to determine whether the Project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient and will provide the contractor a listing of those items.

8.2 Final Punch List

Consultant will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the contractor. It will state the items in need of correction and will request a schedule for completion. The Consultant will send a copy to the Owner and include a copy in the Grant Closeout Report.

8.3 Final Construction Certifications

Once all the punch list items have been completed to the satisfaction of the Owner, the Consultant will prepare a Certification of Construction Acceptance for the Project. This certification will also be included in the closeout report.

9.0 Record Drawings, Equipment Manuals, Materials Book

9.1 Record Drawings

The Project team will collaboratively assemble the Project record drawings. The as-built plans will specify field constructed conditions included as part of this Project, such as any field surveying required to compute final quantities. Any drawings will become record information. The Consultant shall provide the Owner with two (2) sets of reproducible “Record Drawings” in both digital and hardcopy format.

9.2 Equipment Manuals

Not included within the scope of this project.

9.3 Materials Book

The project team will collaboratively assemble the materials book for the project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests, as well as failing tests and corrective measures taken in order to achieve satisfactory results. The Owner will receive two (2) copies of these documents.

10.0 State (GDOT) Grant Closeout Report

Once the project is complete, a project closeout report will be prepared and assembled. Components of the report will include a summarization of the project description, periodic draws on the grant, change orders and amendments, project certifications, documentation of final project acceptance, and Outlay and Request for Reimbursement for Construction Programs. As part of this task, the project closeout will be coordinated with the Owner and FAA.

Deliverables to GDOT as a part of the Closeout Report shall include:

- Electronic (PDF) As-Built Plans – Record Drawings
- Contractor invoices including Final Approved Pay Application
- Consultant Invoices
- Contractor Closeout
- Final Inspection Report

PHASE V. Additional Services

11.0 Update Airfield Signage Plan

Project Engineer will update the airfield signage plan and submit a pdf copy to the Owner.

12.0 Update Airport Layout Plan to Reflect As-built Changes

Project Engineer will update the Airport Layout Plan (ALP) to show new airfield configuration to the east of Runway 17-35. The Consultant shall provide the Owner with two (2) sets of reproducible ALP in both digital and hardcopy format.

13.0 Airports GIS Compliance

Not included within the scope of this project.

SPONSOR Responsibilities

The SPONSOR shall be responsible to provide the following information and activities:

- Provide access to the project site and assist with locating any known utilities.
- Provide a single point of contact with the Sponsor to review all documents and make decisions.
- Provide any known record drawing information to the Consultant.
- Provide coordination regarding construction safety and phasing plan reviews and project scheduling with airport tenants.
- Required permits will be managed and administered by OWNER or other parties unless specifically identified in CONSULTANT scope of services. These permits may include, but are not limited to, Federal and State environmental clearances (ex: Clean Water Act 404 permit, NEPA, NPDES, Clean Air Act); public utility connection permits and review fees; construction/contractor permits (ex: hauling, erosion control, storm water, air quality, fugitive dust).
- Protection of digital information or data supplied by CONSULTANT from contamination, misuse, or changes.

SERVICES TO BE EXCLUDED

The OWNER and CONSULTANT agree that the following items will be excluded from this scope. If these or any additional items are added to the CONSULTANT's scope of services, they will be considered extra services and require a negotiated fee and an amendment to the contract.

- Expert witness testimony.
- Landscaping architecture services.
- Ornamental fence design.
- Architectural services for signs and structures.
- Floodplain modifications (ex: LOMR).
- Right-of-way engineering (ex: establishing/dissolving easements).
- Update of Airfield Pavement Management System (APMS) with surveyed PCI data.
- Update to Airport Land Use Compatibility Plan (ALUCP).

WORK AUTHORIZATION #18

TO

PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

BETWEEN: Augusta Regional Airport (AGS) (AIRPORT) ("CLIENT")

1501 Aviation Way, Augusta, GA 30906

AND: Mead and Hunt, Inc. ("CONSULTANT")

A Wisconsin Corporation

TASK ORDER EFFECTIVE DATE: July 31, 2025

RECITALS

This is the eighteenth (18th) Work Authorization to the PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT dated effective October 17, 2023 between the CLIENT and CONSULTANT ("CONTRACT").

AGREEMENT

1. Services to be provided. The Scope of Services includes: all work, services, materials, equipment and supplies necessary to provide Construction Administration, Construction Observation and Testing Services for the Construction of the Southeast Apron - Phase I. The project was designed to provide hangar and industry growth opportunities on the airfield as well as adding additional aircraft parking during peak times/diversions. Though the design included a multi-phase bid package, Augusta Regional Airport in conjunction with GDOT has decided to award the base bid.

   In 2023, Augusta Regional Airport (AGS) began constructing Taxiway G. The purpose of Taxiway G was to open accessibility to the Runway system for potential development within the Southeast as identified in the ALP and Masterplan. Taxiway G was constructed and funded via Georgia Department of Transportation (GDOT) TIA funds and AGS Enterprise funds. To continue spurring on development within the region of the airfield, AGS identified hangar growth options along with the first phase of Apron expansion along Taxiway G. The first phase of overall apron development is proposed to include approximately 22,000 square yards of new aircraft parking ramp and space for two (2) new 80' x 200' hangars. A breakdown of the scope is included in Attachment A.

2. Schedule. The project shall be completed within a 210 calendar day schedule (30 calendar days of mobilization, 180 calendar days of construction).

3. Consideration. The services shall be provided for the lump sum of $387,259.82. Services will be billed on a percentage complete basis by task. A breakdown of the fee is included in Attachment B. Progress payments shall be made in accordance with the CONTRACT.

	Consideration for Professional Services	Contract Length	Invoice Method
Construction Administration / Construction Observation (CA/CO) Services for the Construction of Southeast Apron – Phase I	$ 387,259.82	210 days	Lump Sum

APPROVAL AND ACCEPTANCE: Approval and acceptance of the WORK AUTHORIZATION including any attachments shall incorporate this document as part of the CONTRACT between the AIRPORT and the CONSULTANT dated October 17, 2023. All work and services defined in this WORK AUTHORIZATION shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the AIRPORT and CONSULTANT.

Accepted by: AUGUSTA AVIATION COMMISSION

By: _____

Name: Ronic West

Title: Aviation Commission Chair

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Approved by: MEAD AND HUNT, INC.

By: _____

Name: Edwin Scott

Title: Vice President, Department Manager

Date: _____

Approval: _____

Authorized Reviewer Signature

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

Construct Runway 17-35 Approach Improvements SA CAT II Contract (ITB 25-161)

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve a **Construction Contract** to Trinity Electrical Services LLC in the amount of **$771,265.00** to perform all tasks related to the Project. The recommendation of award was approved by Commission on 7/17/2025, item #24.

Background: Augusta Regional Airport intends to upgrade its Instrument Landing System (ILS) for Runway 17-35. The proposed upgrades would allow the airport and Federal Aviation Administration (FAA) the ability to establish a Special Authorization CAT II instrument approach procedure. The project includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, the replacement and upgrades of the Runway 17-35 ILS and other associated improvements. The FAA, through the Reimbursable Agreement (RA), will provide the procurement and delivery of the ILS equipment, equipment shelters, and any other necessary equipment. The contractor (Trinity Electrical Services LLC) shall provide all other construction-related items and services not included within the RA to complete the overall scope of the project.

The construction phase services contract is based on a 95-calendar day construction period (60 calendar days for mobilization, 35 calendar days for construction), five (5) to six (6) days / week.

The Cost of Construction for the Runway 17-35 Approach Improvements is **$771,265.00.**

In the May 29, 2025, Aviation Commission Meeting, Airport Staff recommended Award for the project to Trinity Electrical.

Analysis: It is hereby requested that the Aviation Commission approve this Contract to **Trinity Electrical Services, LLC** in the amount of **$771,265.00** for the Runway 17-35 Approach Improvements.

This Contract has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Financial Impact: This Project is proposed to be funded through Airport Enterprise funds.

Alternatives: N/A

Recommendation: Approve a **Construction Contract** to Trinity Electrical Services LLC in the amount of **$771,265.00** to perform all tasks related to the Project.

Funds are available in the following accounts: 551081305-5412110

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA

Office of the Administrator

Tameka Allen
Administrator

June 17, 2025

Herbert Judon, Director
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906

Dear Mr. Judon,

At the regular meeting held on Tuesday, June 17, 2025, the Augusta, Georgia Commission, acted on the following items:

5. Approved Recommendation of Award to Reeves Construction Company in the amount of $5,285,229.60 for the Drainage Ditch Enclosure – Phase II project. 25-150

24. Approved Recommendation of Award to Trinity Electrical Services, LLC in the amount of $771,265.00 for the Approach Improvements to Runway 17-35. (Bid 25-161)

If you have any questions, please contact me.

In Service,

Tameka Allen, Administrator

TA/nd

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman
August Aviation Commission

Date

NOTICE OF AWARD

TO: **TRINITY ELECTRICAL SERVICES, LLC.**

PROJECT: **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35**
APPROACH IMPROVEMENTS CAT II

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of **$771,265.00.**

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20___

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20_____.

BY:_____

TITLE:_____

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____, a

corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of _____ Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated _____ entered into a Contract with OWNER for the construction of **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II**, Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and responsible bidder, arrange for a contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____

a corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II** , in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a Georgia state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II**,

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within _____ (___) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore _____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by _____
this the _____ day of _____, 20_____.

TITLE:_____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20___ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and **Trinity Electrical Services**, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to **IMPROVE RUNWAY 17-35 APPROACH – SPECIAL AUTHORIZATION CAT II**, for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1
SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II,

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director**. The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission**. The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner**. Augusta, Georgia's Commission.

1.2.4 **Engineer**. The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

1.2.5 **Project**. Augusta Regional Airport Runway 17-35 Runway Improvements (Special Authorization CAT II) Project, including but not limited to the removal of and replacement of the existing LOC Antenna array and associated equipment, removal and replacement of the existing glideslope antenna and associated equipment. See project manual and plans for additional information.

1.2.6 **Airport's Administrator**. Airport's Representative shall be the Airport's Executive Director or his designee.

1.2.7 **Contractor's Representative(s)**. The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.

1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.

1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.

1.5 **Design, Standards and Practices**. The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II
TERM

2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued **August 15, 2025**. The Contractor will mobilize with sufficient forces such that all work is completed within ninety-five **(95)** calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions

2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III
LIQUIDATED DAMAGES

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV
PAYMENT

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on April 14, 2025, with a contract price of **$771,265.00.**

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

1) 90% of Work completed as determined by Engineer.
2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.)

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices**.

Contractor shall submit invoices to:
Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments**. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, and schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V
FINAL INSPECTION

5.1 Upon notice from the Contractor that the Work is completed, the Owner shall request the Contractor to be available during final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI
ACCEPTANCE AND FINAL PAYMENT

6.1 **Final Payment**. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.

6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII
CHANGES

7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.

7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.

7.3 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 Augusta Aviation Commission or Augusta, Georgia 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.

ARTICLE VIII
INSURANCE

8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.

8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."

8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.

8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.

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

8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.

8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

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

Workers' Compensation	Georgia Statutory
Employer's Liability	$1,000,000.00 Limit Each Accident $1,000,000.00 Limit Disease Aggregate $1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage with limits no less than five million dollars ($5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance**. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars ($5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, and elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability**: $2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars ($2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 **Subcontractors**. It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It also is the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees, and volunteers" as additional insureds.

ARTICLE IX
AIRPORT SECURITY REQUIREMENTS

9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.

9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.

9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community, and credit reports for the Contractor, as well as, its employees.

9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.

9.5 Contractor shall pay all costs associated with providing SIDA badges.

9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and

10.2 The execution, delivery, and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity, or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and

10.3 The execution, delivery, and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

10.4 No action, suit, or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and

10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

11.1 **Delivery**. All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses".

11.2 **Receipt**. Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number**. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses**.

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers, or Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit

15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 **Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards, and Methods described herein.

16.2 **Force Majeure**

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;
16.2.3.2 any act of God;
16.2.3.3 inclement weather;
16.2.3.4 earthquake;
16.2.3.5 fire;
16.2.3.6 explosion;
16.2.3.7 flood;
16.2.3.8 strike or other labor dispute;
16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
16.2.3.10 delay or failure to act of any governmental or military authority;
16.2.3.11 any war, hostility or invasion;
16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
16.2.3.13 any legal proceedings;
16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part; or,
16.2.3.15 any disease, epidemic, or pandemic.

16.3 **Commercial Activities**

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required**. Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten (10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities**. No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound**. This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture**. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 **Waiver**

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 **Compliance with Applicable Laws and Regulations**

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, and pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 **Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 **Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will 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 through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal, and all related fees.

16.15 **Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 **Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contact.

16.17 **Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 **Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 **Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 **Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 **Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 **Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

_____
Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

_____
Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

_____

Sworn to and subscribed before me

this ____ day of _____, 202_.

_____

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20___ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and **Trinity Electrical Services**, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to **IMPROVE RUNWAY 17-35 APPROACH – SPECIAL AUTHORIZATION CAT II**, for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1
SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II,

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director**. The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission**. The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner**. Augusta, Georgia's Commission.

1.2.4 **Engineer**. The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

1.2.5 **Project**. Augusta Regional Airport Runway 17-35 Runway Improvements (Special Authorization CAT II) Project, including but not limited to the removal of and replacement of the existing LOC Antenna array and associated equipment, removal and replacement of the existing glideslope antenna and associated equipment. See project manual and plans for additional information.

1.2.6 **Airport's Administrator**. Airport's Representative shall be the Airport's Executive Director or his designee.

1.2.7 **Contractor's Representative(s)**. The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.

1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.

1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.

1.5 **Design, Standards and Practices**. The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II
TERM

2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued **August 15, 2025**. The Contractor will mobilize with sufficient forces such that all work is completed within ninety-five **(95)** calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions

2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III
LIQUIDATED DAMAGES

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV
PAYMENT

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on April 14, 2025, with a contract price of **$771,265.00.**

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

1) 90% of Work completed as determined by Engineer.
2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.)

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices**.

Contractor shall submit invoices to:
Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments**. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, and schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V
FINAL INSPECTION

5.1 Upon notice from the Contractor that the Work is completed, the Owner shall request the Contractor to be available during final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI
ACCEPTANCE AND FINAL PAYMENT

6.1 **Final Payment**. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.

6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII
CHANGES

7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.

7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.

7.3 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 Augusta Aviation Commission or Augusta, Georgia 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.

ARTICLE VIII
INSURANCE

8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.

8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."

8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.

8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.

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

8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.

8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

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

Workers' Compensation	Georgia Statutory
Employer's Liability	$1,000,000.00 Limit Each Accident
	$1,000,000.00 Limit Disease Aggregate
	$1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage with limits no less than five million dollars ($5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance**. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars ($5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, and elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability**: $2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars ($2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 **Subcontractors**. It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It also is the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees, and volunteers" as additional insureds.

ARTICLE IX
AIRPORT SECURITY REQUIREMENTS

9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.

9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.

9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community, and credit reports for the Contractor, as well as, its employees.

9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.

9.5 Contractor shall pay all costs associated with providing SIDA badges.

9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and

10.2 The execution, delivery, and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity, or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and

10.3 The execution, delivery, and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

10.4 No action, suit, or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and

10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

11.1 **Delivery**. All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses".

11.2 **Receipt**. Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number**. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses**.

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers, or Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit

15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 **Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards, and Methods described herein.

16.2 **Force Majeure**

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;
16.2.3.2 any act of God;
16.2.3.3 inclement weather;
16.2.3.4 earthquake;
16.2.3.5 fire;
16.2.3.6 explosion;
16.2.3.7 flood;
16.2.3.8 strike or other labor dispute;
16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
16.2.3.10 delay or failure to act of any governmental or military authority;
16.2.3.11 any war, hostility or invasion;
16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
16.2.3.13 any legal proceedings;
16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part; or,
16.2.3.15 any disease, epidemic, or pandemic.

16.3 **Commercial Activities**

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required**. Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten (10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities**. No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound**. This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture**. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 **Waiver**

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 **Compliance with Applicable Laws and Regulations**

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, and pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 **Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 **Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will 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 through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal, and all related fees.

16.15 **Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 **Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contact.

16.17 **Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 **Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 **Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 **Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 **Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 **Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

_____
Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

_____
Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

_____

Sworn to and subscribed before me

this ____ day of _____, 202_.

_____

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Project Manual

for

Runway 17-35 Approach Improvements CAT II

Issued for Bid

Prepared for

Augusta Aviation Commission

Augusta Regional Airport

Augusta, GA

Mead & Hunt No. 0119700-221073.01

Prepared by

August 2024

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BID FORM

(Failure to furnish all requested data will be cause for considering BIDDER non-responsive and may render this BID invalid on that basis.)

BID FOR: **BID ITEM #25-161 AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II**

SUBMITTED TO: Augusta, Georgia
Attn: Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901

SUBMITTED BY: Trinity Electrical Services, LLC
Bidder's Name

2317 Golden Isles West
Address

Baxley, GA 31513
City, State and Zip Code

(912) 366-7773 Fax (912) 366-7776 April 14, 2025
Phone / Fax Date Completed

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders" accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of the Bid Security; proposes and agrees, if awarded the Contract, to enter into an agreement with the Owner utilizing the form Contract included in the Bid Documents. Bidder shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under the Contract within the time indicated in the contract, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in this Bid Schedule.

2. This Bidder's bid shall remain open for ninety (**90**) days after the day of Bid opening. If awarded a contract, Bidder will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) calendar days after the date indicated in Owner's Notice of Award.

3. In submitting this Bid, the Bidder represents that:

   a. Bidder has become thoroughly familiar with the terms and conditions of the Bid Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.

   b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

d. No member of the Augusta Board of Commissioners, Aviation Commission or other officers or employees of said Owner Is interested directly or indirectly in the bid or in any portion of the bid or in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such bid without such full disclosure being made.

e. It is a condition of this bid and any subsequent contract entered into pursuant to this bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any subcontractor shall not require any laborer to mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards, Title 29 , CFR Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards act, Stat. 96; that is further condition of this bid that Bidder shall be solely responsible for the enforcement of such Construction and Health Standards, and that Bidder fully understands that the Owner and its authorized representatives will not assume any liability resulting from the Contractor's failure to police and enforce all such standards.

f. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the Item which most logically includes it.

g. The unit prices bid include all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labor including but not limited to increases in federal, state and local sales taxes and income or FICA taxes.

4. **Contract Time**: Bidder agrees that:

a. The work will be completed within the timeframes described in the General Provisions and the Construction Documents.

b. Bidder shall commence work with an adequate force and equipment at the time stated in the Notice to Proceed and complete all work by the date established in said Notice. Bidder shall not work overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

c. **The quantities of work listed in the Bid Schedules are APPROXIMATE and are assumed solely for the comparison of bids. Compensation will be based upon the unit price bid and the ACTUAL quantities of work performed in accordance with the Contract Documents and as accepted by the ENGINEER.**

5. **Bid Schedule:** See attached Pages BF-3 through BF-5.

BID SCHEDULE – BASE BID

Location of Project: Bid Item #25-161 Augusta Regional Airport, Augusta, Georgia

Title of Project: Runway 17-35 Approach Improvements CAT II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
1	C-102.1a	Installation, Maintenance, and Removal of Silt Fence Type C	950	LF	2.50	2,375.00
	Written Unit Price Two Dollars and Fifty Cents					
2	C-102.1b	Erosion Control Mobilization	1	LS	7,200.00	7,200.00
	Written Unit Price Seven Thousand Two Hundred Dollars					
3	C-102.1c	Emergency Erosion Control Mobilization	1	LS	7,000.00	7,000.00
	Written Unit Price Seven Thousand Dollars					
4	C-105.1	Mobilization, Cleanup, and Demobilization	1	LS	72,010.00	72,010.00
	Written Unit Price Seventy-Two Thousand Ten Dollars					
5	C-105.2	Airfield Safety and Traffic Control	1	LS	16,800.00	16,800.00
	Written Unit Price Sixteen Thousand Eight Hundred Dollars					
6	NS01-01	Locate and Protect Existing Circuits	1	LS	3,500.00	3,500.00
	Written Unit Price Three Thousand Five Hundred Dollars					
7	NS02-01	Runway 35 Glideslope Antenna Tower - Disconnect/Remove/Install (FAA to Procure)	1	LS	160,900.00	160,900.00
	Written Unit Price One Hundred Sixty Thousand Nine Hundred Dollars					

BID SCHEDULE – BASE BID

Location of Project: Bid Item #25-161 Augusta Regional Airport, Augusta, Georgia

Title of Project: Runway 17-35 Approach Improvements CAT II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
8	NS02-02	Runway 35 Glideslope Shelter - Disconnect/Remove/Install (FAA to Procure)	1	LS	98,200.00	98,200.00
	Written Unit Price Ninety-Eight Thousand Two Hundred Dollars					
9	NS02-03	Runway 35 Localizer Shelter - Disconnect/Remove/Install (FAA to Procure)	1	LS	105,100.00	105,100.00
	Written Unit Price One Hundred Five Thousand One Hundred Dollars					
10	NS02-04	Runway 35 14-Element Localizer Antenna - Disconnect/Remove/Install (FAA to Procure)	1	LS	282,600.00	282,600.00
	Written Unit Price Two Hundred Eighty-Two Thousand Six Hundred Dollars					
11	NS02-05	Runway 17-35 Cable Removal	1,640	LF	9.50	15,580.00
	Written Unit Price Nine Dollars and Fifty Cents					

Total Base Bid = $771,265.00

Total Base Bid Written = Seven Hundred Seventy-One Thousand Two Hundred Sixty-Five Dollars

6. **Determination of Low Bidder:** Low bidder shall be determined based on the total of the base bid. Owner shall reserve the right to award the overall project as deemed fit.

7. **Execution of Contract:** Bidder agrees that in case of failure on its part to execute the said Contract and Bonds within fifteen (15) days after the date indicated in the "Notice of Award," the check or bid bond accompanying this bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Security or check accompanying this bid shall be returned to the undersigned.

8. **Documentation:** The following required documents are attached to and made a part of this bid

   a. Required Bid Security in the form of a Bid Bond payable to the order of the City of Augusta;
   b. Performance of Work by Subcontractor List;
   c. Certificate of Prompt Payment

9. Name and business address (mailing and street) of Bidder to which all formal notices shall be sent:

   Trinity Electrical Services, LLC

   2317 Golden Isles West, Baxley, GA 315133

10. The terms used in this bid, which are defined in the General Provisions of the Construction Contract as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

11. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date

12. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

_____

Signed this 14 day of April, 20 25.

Contractor

_____

By: _____

(Signature of individual, partner or officer signing the Bid)

(SEAL)

EN214811

License Number

ATTEST: _____

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation. If Contractor is a Partnership, all partners shall execute the bid (add spaces as required).

NOTICE OF AWARD

TO: **TRINITY ELECTRICAL SERVICES, LLC.**

PROJECT: **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35**
APPROACH IMPROVEMENTS CAT II

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of **$771,265.00.**

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 20___

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20_____.

BY:_____

TITLE:_____

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____, a

corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of _____ Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated _____ entered into a Contract with OWNER for the construction of **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II**, Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and responsible bidder, arrange for a contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____

a corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II** , in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a Georgia state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II**,

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within _____ (___) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore _____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by _____
this the _____ day of _____, 20_____.

TITLE:_____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 20___ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and **Trinity Electrical Services**, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to **IMPROVE RUNWAY 17-35 APPROACH – SPECIAL AUTHORIZATION CAT II**, for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1
SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT RUNWAY 17-35 APPROACH IMPROVEMENTS CAT II,

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director**. The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission**. The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner**. Augusta, Georgia's Commission.

1.2.4 **Engineer**. The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

1.2.5 **Project**. Augusta Regional Airport Runway 17-35 Runway Improvements (Special Authorization CAT II) Project, including but not limited to the removal of and replacement of the existing LOC Antenna array and associated equipment, removal and replacement of the existing glideslope antenna and associated equipment. See project manual and plans for additional information.

1.2.6 **Airport's Administrator**. Airport's Representative shall be the Airport's Executive Director or his designee.

1.2.7 **Contractor's Representative(s)**. The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.

1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.

1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.

1.5 **Design, Standards and Practices**. The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II
TERM

2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued **August 15, 2025**. The Contractor will mobilize with sufficient forces such that all work is completed within ninety-five **(95)** calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions

2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III
LIQUIDATED DAMAGES

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV
PAYMENT

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on April 14, 2025, with a contract price of **$771,265.00.**

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

1) 90% of Work completed as determined by Engineer.
2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.)

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices**.

Contractor shall submit invoices to:
Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments**. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, and schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V
FINAL INSPECTION

5.1 Upon notice from the Contractor that the Work is completed, the Owner shall request the Contractor to be available during final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI
ACCEPTANCE AND FINAL PAYMENT

6.1 **Final Payment**. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.

6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII
CHANGES

7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.

7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.

7.3 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 Augusta Aviation Commission or Augusta, Georgia 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.

ARTICLE VIII
INSURANCE

8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.

8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."

8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.

8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.

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

8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.

8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

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

Workers' Compensation	Georgia Statutory
Employer's Liability	$1,000,000.00 Limit Each Accident $1,000,000.00 Limit Disease Aggregate $1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage with limits no less than five million dollars ($5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance**. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars ($5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, and elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability**: $2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars ($2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 **Subcontractors**. It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It also is the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees, and volunteers" as additional insureds.

ARTICLE IX
AIRPORT SECURITY REQUIREMENTS

9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.

9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.

9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community, and credit reports for the Contractor, as well as, its employees.

9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.

9.5 Contractor shall pay all costs associated with providing SIDA badges.

9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of _____ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and

10.2 The execution, delivery, and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity, or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and

10.3 The execution, delivery, and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

10.4 No action, suit, or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and

10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

11.1 **Delivery**. All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "Addresses".

11.2 **Receipt**. Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number**. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses**.

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers, or Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit

15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 **Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards, and Methods described herein.

16.2 **Force Majeure**

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;
16.2.3.2 any act of God;
16.2.3.3 inclement weather;
16.2.3.4 earthquake;
16.2.3.5 fire;
16.2.3.6 explosion;
16.2.3.7 flood;
16.2.3.8 strike or other labor dispute;
16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
16.2.3.10 delay or failure to act of any governmental or military authority;
16.2.3.11 any war, hostility or invasion;
16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
16.2.3.13 any legal proceedings;
16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part; or,
16.2.3.15 any disease, epidemic, or pandemic.

16.3 **Commercial Activities**

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required**. Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten (10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities**. No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound**. This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture**. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 **Waiver**

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 **Compliance with Applicable Laws and Regulations**

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, and pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 **Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 **Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will 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 through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal, and all related fees.

16.15 **Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 **Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contact.

16.17 **Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 **Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 **Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 **Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 **Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 **Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

_____
Garnett L. Johnson, Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

_____
Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

_____

Sworn to and subscribed before me

this ____ day of _____, 202_.

_____

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

Paragraph Number	Term	Definition
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
10-11	**Bid**	The written offer of the Bidder (when submitted on the approved bid form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-12	**Bid guaranty**	The security furnished with a bid to guarantee that the Bidder will enter into a contract if his or her bid is accepted by the owner.
10-13	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-14	**Calendar Day**	Every day shown on the calendar.
10-15	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-16	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-17	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or bid quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-18	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Bid, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.

Paragraph Number	Term	Definition
10-19	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-20	**Contract Time**	The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-21	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-22	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-23	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-24	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-25	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-26	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-27	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

Paragraph Number	Term	Definition
10-28	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-29	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract.
10-30	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-31	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-32	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-33	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

Paragraph Number	Term	Definition
10-34	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-35	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-36	**Materials**	Any substance specified for use in the construction of the contract work.
10-37	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-38	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-39	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Augusta Regional Airport.
10-40	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-41	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-42	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-43	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.

Paragraph Number	Term	Definition
10-44	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-45	**Project**	The agreed scope of work for accomplishing the work in this contract.
10-46	**Proposal**	Where the term "proposal" is used in the Federal or FAA Technical Specifications, it shall be interpreted to mean "bid" for this Project.
10-47	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-48	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-49	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-50	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-51	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-52	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-53	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-54	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-55	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-56	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-57	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-58	**Subgrade**	The soil that forms the pavement foundation.
10-59	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-60	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Paragraph Number	Term	Definition
10-61	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-62	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-63	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-64	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-65	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-66	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

Section 20 Bid Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Refer to the Invitation to Bid for information regarding the advertising dates, prebid conferences, availability of documents, and bid submittal deadlines**.**
Bidders shall not contact any members of the Augusta Aviation Commission, Augusta Board of Commissioners or any Airport consultant in conjunction with this solicitation. Any unauthorized contact with members of the Augusta Aviation Commission, Augusta Board of Commissioners or Airport consultants shall be grounds for rejection of the Bidder's bid.

Scope of Work
Augusta Regional Airport Runway 17-35 Runway Improvements Project (Special Authorization - CAT II), including but not limited to the removal of and replacement of the existing LOC Antenna array and associated equipment, removal and replacement of the existing glideslope antenna and associated equipment. See project manual and plans for additional information.

The project shall be complete and ready for final inspection within 95 days total from the effective date of Notice-to Proceed.

Bonding Requirements
Bidders will submit a bid guaranty in the form of a bid bond, certified check, cashier's check or bank money order in the amount of not less than ten (10) percent of the total bid. The bid guaranty will be made payable to Augusta Aviation Commission. If the selected contractor fails to provide the required materials and/or execute the contract within fifteen (15) days after being furnished with the necessary contract and bond forms, the bid guaranty will be forfeited to the Sponsor (in accordance with Section 30-07 of the General Provisions). The successful Bidder will be required to furnish satisfactory 100 percent performance bond as well as labor and material bond.

The Bid Advertisement provides the following information for Bidders:

- time and place for submitting sealed bids;
- description of the proposed work;
- instructions about obtaining bid forms, plans, and specifications;
- Contractor's requirements (license, registration, etc.);
- required Federal Provisions solicitation language;
- the bid guaranty required; and
- the Owner's right to reject any and all bids.

20-02 Qualification of bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the Georgia Department of Transportation (GDOT) are on the current "Bidder's list." Evidence of GDOT prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of bid forms. The Owner's bid forms state the location and description of the proposed construction; the place, date, and time of opening of the bids; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The bid form states the time in which the work must be completed, and the amount of the bid guaranty that must accompany the bid. The Owner will accept only those bids properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a bid irregular are given in paragraph 20-09 *Irregular bids*.

20-04 Issuance of bid forms. The Owner reserves the right to refuse to issue a bid form to a prospective Bidder if the Bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the bid as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the bid to a prospective Bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated bid quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the bid, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of bid. The Bidder shall submit their bid on the forms furnished by the Owner. All blank spaces in the bid forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the bid in ink. If the bid is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular bids. Bids shall be considered irregular for the following reasons:

a. If the bis is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.

c. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the bid contains unit prices that are obviously unbalanced.

e. If the bid is not accompanied by the bid guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate bid shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the bid form. Such bond, check, or collateral shall be made payable to the Owner.

20-11 Delivery of bid. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened**.**

20-12 Withdrawal or revision of bids. A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the Bidder's request for withdrawal is received by the Augusta

Procurement Department by email before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of bids. Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Bids that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Bid Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **30** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of bids. After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the bid by the unit bid prices. If a Bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a Bidder's bid for any of the following reasons:

a. If the bid is irregular as specified in Section 20, paragraph 20-09, *Irregular Bids*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **120** calendar days of the date specified for publicly opening bids, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the Bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of bid guaranty. All bid guaranties, except those of the two lowest Bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Bids.* Bid guaranties of the two lowest Bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful Bidder's bid guaranty will be returned. The successful Bidder's bid guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's bid and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract Technical Specifications shall govern over contract General Provisions, Plans, cited standards for materials or testing, and cited Advisory Circulars (ACs); contract General Provisions shall govern over Plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within

standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. None

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the Plans and Specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the Plans and Specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be

provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil3D 2022 or newer.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the

lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports and electronic copies, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

No direct payment will be made for the Engineer's field office building or labor, materials, ground rental, or other expense in connection therewith. The Contractor and his/her superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials entering into the work.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for

the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work.

Except as shown on the Construction Plans, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **G-081 through G-084** of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

1. **Work Area 1A.**
   - **Scope of Work** – Disconnection, removal, and salvage of existing loc antenna array and associated equipment/materials as shown on sheet E-101 and installation of new loc antenna array and associated materials/equipment on existing foundation as shown on sheet E-201.
   - **Duration** – 34 calendar days. (Concurrent with WA 1B)
   - **Work Area** – G-083 in the Construction Plans.

2. **Work Area 1B.**
   - **Scope of Work** – Disconnection, removal, and salvage of existing glideslope antenna and associated equipment/materials as shown on sheet E-102 and installation of new glideslope antenna and associated materials/equipment on existing foundation as shown on sheet E-202.
   - **Duration** – 34 calendar days. (Concurrent with WA 1A).
   - **Work Area** – G-083 in the Construction Plans.

3. **Work Area 2.**
   - **Scope of Work** – Splicing of existing runway 17-35 series circuit, removal of existing series circuit loop conductors, and disconnecting & salvaging of the existing FAA RLIM equipment within the old electrical vault as shown on sheet E-103.
   - **Duration** – 1 calendar day.
   - **Work Area** – G-084 in the Construction Plans.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

FAA Technical Operations:

Matthew Johnson, Augusta System Support System

Federal Aviation Administration

Office: (706) 798-5198

Cell: (706) 832-4931

Augusta Regional Airport:

Tyler Good, Director of Operations

(706) 796-3236

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The

Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

END OF SECTION 70

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant

communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. Refer to the Construction Safety and Phasing Plans for restrictions.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously complete work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of

equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the bid and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and bid as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Work Area	Liquidated Damages Cost	Allowed Construction Time
1A & 1B	$1,000 per day	34
2	$1,000 per day	1

The maximum construction time allowed for Work Area 1A & 1B shall be 34 calendar days total.

The maximum construction time allowed for Work Area 2 shall be 1 calendar day.

The maximum construction time allowed for will be 95 calendar days, including 60 days of Mobilization. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the

terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Term	Description
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the bid, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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 Owner 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 Owner. When the Owner 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.

a. From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. 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. Contractor must provide the Owner evidence of prompt and full payment of retainage held by 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 Owner. When the Owner 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.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner'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 Owner may retain an amount not less than twice the contract value or estimated cost, whichever 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.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the bid or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, Plans, and Specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall

be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers' warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SUPPLEMENTAL PROVISIONS

AIRPORT SAFETY AND SECURITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The Contractor shall carry out its operations in a manner that will cause a minimum of interference with air traffic and shall be required to cooperate with the Federal Aviation Administration (FAA), the Airport, Airport tenants and users, and other contractors working in the area. All work shall be completed in accordance with the Contract Documents including FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction or current edition as of bid date.

B. The Contractor shall supply, place, maintain, move and store the items listed herein, as appropriate, to facilitate construction and protect air traffic. The Contractor shall maintain an adequate extra supply of these items on site.

C. These provisions are to enhance the existing language listed in the General Terms & Conditions. All or parts of the contents will apply to the Contractor's contract depending upon the sequence in which the phases are conducted.

D. The Airport has the right to monitor the Contractors' operations for safety performance, workmanship, protection of operations, work progress, housekeeping, and compliance to design specifications (Contractor shall still be responsible for assuring safe work practices). It is a general practice that the Airport will work through the Contractor's supervision and not directly with the employee. The Airport has the right to participate with and investigate any accident or incident.

E. Contractor shall develop and implement a system for assessing appropriate requirements applicable to its employees, including removal from Airport property, for violation of safety laws statutes, codes, ordinances and regulations, safety requirements specified by the Contract, including, without limitation, any other condition that presents a safety hazard to the employee or others. Contractor shall prepare and maintain a detailed written report of each instance where it has assessed discipline for a safety related infraction including identification of the employee, the nature of the infraction and the discipline assessed.

F. Contractor shall be required to develop, at a minimum, a comprehensive post-accident drug and alcohol testing program that includes post-accident and random testing in accordance with Department of Transportation (DOT) Drug and Alcohol Testing - 49 Code of Federal Regulations (CFR) Part 40.

1.2 DEFINITIONS

A. Safety Program – The Contractor shall submit its Safety Program to the Airport and obtain approval prior to the start of construction. The Safety Program shall be prepared in accordance with the FAA Advisory Circular 150/5370-2G (Operational Safety on Airports During Construction), or current edition as of bid date. The Safety Program includes, but is not limited to the following:

1. Contractor's Corporate Safety Policy
2. Contractor's Site-Specific Safety Plan
3. Construction Safety and Phasing Plan (CSPP) – The Contractor shall abide by the CSPP, approved by the FAA and provided by the Airport.
4. Safety Plan Compliance Document (SPCD) – The SPCD details how the Contractor will comply with the CSPP. The Contractor shall prepare the SPCD and obtain approval by the Airport prior to issuance of the Notice to Proceed

PRODUCTS

1.3 WARNING LIGHTS. Warning lights shall meet the requirements of FAA Advisory Circular 150/5370-2G (Operational Safety on Airport During Construction), or current edition as of bid date or as amended during the term of the contract. The Contractor's vehicles shall meet the requirements of FAA Advisory Circular 150/5210-5D (Painting, Marking, and Lighting of Vehicles Used on an Airport), or current edition as of bid date or as amended during the term of the contract.

1.4 LOW PROFILE BARRICADES. Low profile barricades shall be in accordance with the details in the Contract Documents and meet the requirements of FAA Advisory Circular 150/5370-2G, or current edition as of bid date or as amended during the term of the contract. The barricades shall be furnished, maintained and relocated during each phase by the Contractor. Barricades shall be as detailed and installed per the drawings along the affected pavement edge or access to a closed runway, taxiway or apron.

1.5 SAFETY BARRICADES. Safety barricades shall be furnished and installed at the locations as indicated on the Contract Documents and/or directed by the Engineer. Safety barricades shall be 32" – 36" tall and 6' long. Safety barricades shall be water fillable with a maximum empty weight of 85 pounds and a minimum filled weight of 700 pounds. There shall be an equal number of orange and white to allow for the colors to be staggered upon assembly. They shall be interlockable and marked with alternating orange and white reflective tape on each side. The Contractor shall supply two (2) solar powered red flashing lights per barricade that can be attached to the top of the barricades.

1.6 VACUUM SWEEPER. The power vacuum sweepers shall be Tymco, Model HSP-600 or Elgin Model Crosswind or an approved equal. A broom type sweeper may be allowed by the Engineer depending upon construction activity on aircraft operations area. The Contractor shall provide a

minimum of one sweeper at all times.

PART 2 - EXECUTION

2.1 General Information

A. All Contractors shall comply with the following:

1. All applicable Occupational Safety and Health Administration (OSHA), Federal Aviation Administration (FAA), Federal Aviation Regulations (FAR), Transportation Security Administration (TSA) Part 1542, Department of Transportation (DOT), Federal, State, and Local safety standards.
2. Other reasonable safety rules and practices as may be established from time to time by the Airport.

B. In compliance with FAA AC 150/5370-2G, or current edition as of bid date or as amended during the term of the contract date, the Contractor shall prepare a Safety Plan Compliance Document (SPCD). This document shall include a general statement by the Contractor that it has read and shall adhere to the CSPP. Any details not identifiable for the CSPP should be included within the SPCD. The SPCD is similar to the CSPP but shall not contain duplicate information. The Contractor shall submit the SPCD to the Airport for approval prior to the start of construction. The SPCD shall include but not be limited to the following checklist as applicable to the scope of the project:

1. **Coordination.** Discuss details of proposed safety meetings with the Airport operator and with Contractor's employees and subcontractors.
2. **Phasing**. Discuss proposed construction schedule elements, including:
   i. Duration of each phase.
   ii. Daily start and finish of construction, including "night only" construction.
   iii. Duration of construction activities during:
      1. Normal runway operations.
      2. Closed runway operations.
      3. Modified runway "Aircraft Reference Code" usage.
3. **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. **Protection of NAVAIDS.** Discuss specific methods proposed to protect operating NAVAIDS.
5. **Contractor access.** Provide the following:
   i. Details on how the Contractor will maintain the integrity of the Airport security fence (contract security officers, daily log of construction personnel, and other).

ii. Listing of individual requiring driver training (for certificated airports and as requested).
iii. Radio communications.
    1. Types of radios and backup capabilities.
    2. Who will be monitoring radios.
    3. Who to contact if the Air Traffic Control Tower (ATCT) cannot reach the Contractor's designated person by radio.
    4. Details on how the Contractor will escort material delivery vehicles.

6. **Wildlife management.** Discuss the following:
    i. Methods and procedures to prevent wildlife attraction.
    ii. Wildlife reporting procedures.
7. **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
8. **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.
9. **Notification of construction activities.** Provide the following:
    i. Contractor points of contact.
    ii. Contractor emergency contact.
    iii. Listing of all equipment greater than 10 feet in height or other requested equipment proposed for use on the Airport and the time frame for submitting 7460-1 forms not previously submitted by the Airport operator.
    iv. Batch plant details, including 7460-1 submittal.
10. **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
11. **Underground utilities.** The Contractor is required to perform a ground-penetrating radar (GPR) survey of the entire construction site prior to construction. Discuss all other proposed methods of identifying and protecting underground utilities.
12. **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
13. **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
14. **Runway and taxiway visual aids.** Including marking, lighting, signs and visual NAVAIDs. Discuss proposed visual aids including the following:
    i. Equipment and methods for covering signage and airfield lights.
    ii. Equipment and methods for temporary closure markings (paint, fabric, other).
    iii. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. **Markings and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
16. **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.

17. **Protection of runway and taxiway safety areas.** Including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
    i. Equipment and methods for maintaining Taxiway Safety Area standards.
    ii. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
18. **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

C. Regular progress meetings will be conducted during construction. Part of the meeting will be dedicated to safety. During these meetings, the Contractor shall submit to the Airport the following safety information:

1. Estimated man-hours worked from the previous period;
2. Number of accidents from the previous periods;
3. Number of recordable injuries from the previous period; and
4. Summarization of any accident that took place from the previous period.

D. In estimating the work involved in the Contract, the Contractor shall be familiar with all existing and limiting conditions that will or may have a bearing on the performance of the Contract with regard to safety. Any limiting conditions shall be identified in writing.

E. All costs related to the required Safety Program shall be included in the Contractor's bid. Costs provided to administer and maintain the Safety Program shall be complete and shall include costs for all required personnel, activities, facilities, media, tools, drug testing, and any specialty equipment required to insure a comprehensive, qualified Safety Program to suit a per week/per shift basis.

F. Throughout the duration of the Contract, any practice or situation that the Engineer determines to be unsafe or a hindrance to regular Airport operations shall be immediately rectified.

G. The following publications contain definitions/descriptions of critical Airport operating areas. The areas defined below pertain to airfield safety requirements and are referenced throughout the Contract Documents. Copies of these publications are available from the FAA at www.faa.gov.

1. Advisory Circular 150/5370-2G, or current edition as of bid date, "Operational Safety on Airports During Construction": Sets forth guidelines to assist Airport operators in complying with FAR Part 139, "Certification and Operation/Land Airports Serving Certain Air Carriers" and with the requirements of federally funded construction projects.
2. FAR Part 77, "Objects Affecting Navigable Airspace," Current Edition: Establishes standards for determining obstructions to navigable airspace. Civil Airport

imaginary surfaces are defined in the publication. It also sets forth requirements for notice of certain proposed construction or alteration. Notice of construction provides a basis for recommendations for identifying the construction or alteration in accordance with AC 70/7460-1, "Obstruction Marking and Lighting," or current edition as of bid date.

3. AC 150/5300-13B, "Airport Design" or current edition as of bid date: Establishes design, operational and maintenance standards for airports. Standard terms used in the Contract Documents are defined below:

   a. Runway Safety Area (RSA) - The defined surface surrounding the runway over which aircraft should, in dry weather, be able to cross at normal operating speeds without incurring significant damage. A safety area is graded, drained and compacted. It is free of any holes, trenches, humps or other significant surface variations or objects, other than those which must be there because of their essential aeronautical function. The safety area requires the capability of supporting maintenance, firefighting, and rescue vehicles under normal (dry) conditions.

   b. Object Free Area (OFA) – An area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be located in the OFA for air navigations or aircraft ground maneuvering purposes.

   c. Obstacle Free Zone (OFZ) – The OFZ is the airspace below 150 feet above the established Airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway, and for missed approaches. The OFZ is subdivided as follows:

      1) Runway OFZ. The airspace above a surface centered on the runway centerline.
      2) Inner-approach OFZ. The airspace above a surface centered on the extended runway centerline. It applies to runways with an approach lighting system.
      3) Outer-approach OFZ. The airspace above the surfaces located on the outer edges of the runway OFZ and the inner-approach OFZ. It applies to runways with approach visibility minimums lower than ¾-statute mile.

   d. Taxiway Safety Area (TSA) – A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway.

H. The work shall proceed in such a manner as to provide safe conditions for all workers and personnel. The sequence of operations shall be such that maximum protection is afforded to ensure that personnel and workers in the work area are not subject to any dangerous conditions.

I. Prior to commencement of construction activity, the Contractor shall notify in writing, at least 72 hours in advance, Airport Operations and the Engineer of its intentions to begin construction, stating the proposed time, date, and area of which construction is to occur in order for the appropriate Notice-to-Airmen (NOTAM) to be issued. During the performance of this Contract, the Airport facility shall remain in use to the maximum extent possible. The Contractor shall not allow employees, subcontractors, suppliers, or any other unauthorized persons to enter in any Airport area which may be open for aircraft use.

J. Should any of the following problems or hazards arise during construction, the Contractor shall immediately rectify/correct the problem or hazard to the satisfaction of the Engineer and the Airport:

1. Trenches, holes, or excavations at or adjacent to any active runway or in safety areas.
2. Unmarked/unlighted holes or excavation at any active apron, taxiway, taxilane, or related safety area.
3. Mounds or piles of earth, construction materials, temporary structures, or other objects in the vicinity of any active taxiway, taxilane, or in a related safety, approach, or departure area.
4. Vehicles or equipment (whether operating or idle) on any active runway, taxiway, taxilane, or in any related safety, approach, or departure area.
5. Vehicles, equipment, excavations, stockpiles, or other materials which could degrade or otherwise interfere with electronic signals from radios or navigational aids (NAVAIDS).
6. Runway surfacing projects resulting in excessive lips greater than 1 inch for runways and exceeding 3 inches for edges between the old shoulder and new surfaces at runway edges and ends.
7. Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
8. Objects (whether or not marked or flagged) or activities anywhere on or in the vicinity of the Airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
9. Unflagged/unlighted low visibility items (such as tall cranes, drills, and the like) anywhere in the vicinity of active runways, or in any approach or departure area.
10. Misleading or malfunctioning obstruction lights or unlighted/unmarked obstructions in an approach to any active runway.
11. Inadequate approach/departure surfaces needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas.

12. Inadequate, confusing or misleading (to user pilots) marking/lighting of runways, taxiways, or taxilanes, including displaced or relocated thresholds.
13. Water, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates visibility of runway/taxiway marking or lighting.
14. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of Airport operations areas.
15. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, or aprons, or in related safety areas.
16. Inadequate barricading or other marking which is placed to separate construction or maintenance areas from active aircraft operating areas.
17. Failure to control vehicle and human access to active aircraft operating areas.
18. Construction/maintenance activities or materials which could hamper the response of aircraft rescue and firefighting (ARFF) equipment from reaching all aircraft or any part of the runway/taxiway system, runway approach and departure areas, and aircraft parking locations.
19. Bird attractants on Airport, such as edibles (food scraps, etc.), miscellaneous trash, or ponded water.

2.2 Contractor Requirements

A. All persons entering the project area designated as the construction site shall strictly follow Georgia, OSHA, FAA, DOT, and Transportation Safety Administration regulations.

B. The Contractor shall provide physical barriers along the perimeter of its work site and place signs identifying the area as a construction site. The contractor will install signs along on-site haul roads indicating that speed limit for construction vehicles is 25 mph or 15 mph if on airfield pavements including taxiways and aprons. In some cases where the general public or open airfield is to be protected, additional and/or specialty barriers might be required and will need to be determined by Airport.

C. The Contractor shall submit an FAA Form 7460-1 at least 60 days prior to any crane erections. All construction involving cranes shall further be coordinated at least 72 hours in advance, excluding weekends, with the Airport Operations. This does not include the time required for airspace review. The following information and actions are required:

1. Location of the Crane.
2. Maximum extendable height.
3. Hours of operation.
4. The top of each crane boom shall be marked by a 3' x 3' orange and white checkered flag — each box being 1' square.
5. Each crane shall be lowered at night and during periods of poor visibility as directed by Airport Operations. In the event the crane is approved to remain

extended during the hours from sunset to sunrise, the highest point of the crane boom will be lit with a red obstruction light in accordance with AC 70/7460-1.

D. These established safety requirements shall govern Contractors and all persons within the designated construction site and are outlined to avoid infractions of common accepted safety practices.

E. These safety requirements shall not be construed as complete and any requirements of the guidelines in conflict with Georgia, OSHA and FAA shall be superseded by Georgia, OSHA or FAA regulations.

F. Any individual failing to follow these safety requirements shall be directed by the Contractor to immediately abate the unsafe act, behavior, or equipment.

G. All Contractor equipment brought onsite for use on or during the construction project shall be kept in a safe operating condition. Worn or damaged equipment shall be repaired, replaced or taken out of service (locked out) and removed from the job site.

H. Contractor shall keep its work area in a clean and safe condition.

I. The use of makeshift, defective or inadequate scaffolding, rigging, or staging is prohibited.

J. The Contractor shall provide barriers, railings or coverings for all areas including, but not limited to, elevated work platforms, holes, excavations, roof openings, along roof edges, manholes, and/or unfinished work causing floor obstructions. Outside excavations, barriers, and safety signs shall be adequately illuminated during darkness.

K. No Contractor is permitted to use any powered industrial moving equipment, trucks, tools, or ladders owned or rented by, the Airport.

L. Contractors shall not perform work overhead of any member of the general public. The Contractor shall use physical barriers to prevent access by non-construction personnel to areas with overhead construction work. If the Contractor cannot restrict access to the overhead work area, work will cease until a method of restricting access is developed and implemented.

M. Welding screens and/or curtains will be used in areas where cutting or welding operations are being performed where non-construction personnel may be exposed to weld flash or sparks. Refer to Airport Hot Work permit requirements.

N. Tools, equipment or materials shall not be left or placed on beams, overhead walkways, or places where they may fall, causing injury.

1. To prevent possible explosive or incendiary devices from being hidden in areas close to Airport facilities, equipment, aircraft, or vehicles, no containers (tool

boxes, storage containers, materials trailers) shall be left unsecured or unattended in public areas.

2. The Contractor shall not bring any tool through passenger screening. No tools shall be left unsecured in public areas. Any temporary doors that lead to construction areas that are accessible by the public shall be equipped with a push button cipher lock (installed at the Contractor's expense). The access number to the door shall be provided to Airport designees.
3. The Contractor is not permitted to carry liquids, gels, or aerosols into sterile areas except for those liquids, gels, or aerosol necessary for operational or medical needs, all of which shall be subject to inspection.

O. Contractor shall verify and assure that every employee who operates any mobile equipment on Airport properties shall have a current valid driver's license.

P. The Contractor shall comply with the National Electric Code (NEC) requirements regarding ground fault circuit interrupters for construction field tools and equipment.

Q. In matters concerning interpretation of the foregoing requirements, the decision of the Airport will be final and binding.

R. The Contractor shall maintain a Safety Program, for the purpose of safety, security, orientation, education, training, enforcement, and distribution.

S. If a security system (cameras, gates, lifts, doors, etc.) is going to be taken out of service, the Contractor shall coordinate with the Airport Operations at least three (3) days in advance. Pending certain security threat levels, permission may not be granted to take down a security system.

T. Potable water line installation will require coordination with the Airport management.

U. When working on the airfield pavement lighting cans, the Contractor shall assure the electrical systems are locked out, tagged out, and verified there is no hazardous energy.

V. The Contractor shall not pull any associated airfield lighting electrical cables through manholes, junction cans, pavement cans or through those devices if there are other cables present. All electrical cables shall be locked-out, tagged-out, and de-energized prior to work activities.

W. Contractor will provide all lighted, low profile, water or sand filled, taxiway/runway barricading.

X. If working on the Airport Operations Area (AOA), the Contractor will be required to prepare an FAA Safety Plan Compliance Document (SPCD) that is a part of the Safety Program.

Y. Airfield Rescue and Firefighter (ARFF) roads cannot be taken out of service.

Z. Equipment that is used for material handling on the airfield shall have working headlights and brake lights. Any equipment that exits the AOA onto public roadways is subject to GA DOT regulations.

2.3 Fall Hazard Protection Control

A. Fall Hazard Control requires that Contractors comply with fall prevention and protection procedures in accordance with Occupational Safety and health Administration (OSHA) requirements.

2.4 Fire Prevention

A. The Contractor shall provide appropriate fire extinguishers for its employees.

B. No burning, cutting, welding, or heat generating operation shall be allowed in any area on Airport property without first obtaining permission from Airport Operations.

C. Oxygen and acetylene cylinders not in use, shall be properly stored and capped, and secured by a chain or rope. All flammable liquids shall be stored in approved safety containers. Oily rags and/or rags soaked with flammable liquids shall be stored in approved safety containers only. Paint and painter's equipment, drop sheets, cleaning materials, shall be stored in a clear area away from any heat generating operation. Lids shall be replaced on all opened paint and/or solvent containers. All solvents shall be stored in approved safety containers

2.5 Lock Outs

A. Examples of energy sources that are required to be locked out and tagged regardless of who has custody are:

1. Any time repairs or modifications are made to electrical systems, either temporary or permanent, they shall be locked out. Locks shall be applied to the main disconnect switch whenever possible. A tag shall accompany all locks.
2. Electrical systems that provide electrical power to equipment, such as pumps and electrical motors, shall be locked out by the Contractor until such time that system is released.
3. Electrical systems that provide electrical power to the airfield signage and lighting.
4. Lines, valves and similar systems that are being tested pneumatically or with Inert gases, such as oxygen, shall be tagged and locked out to prevent an accidental discharge of the pressure within the line. In addition, areas affected by the pneumatic test shall be barricaded against entry and inspected by the Contractor prior to commencement of the test.

5. Air lines, hydraulic lines, gas lines, blanking, pressure storage units, valves, capacitors and other such sources that could be inadvertently activated or discharged causing a hazardous condition, shall be locked out, blanked or otherwise neutralized to prevent accidental activation.
6. Any steam, natural gas, refrigeration, chemical feed, glycol, water, fuel oil, diesel, and jet fuel lines that could be inadvertently activated or discharged causing a hazardous condition, shall be locked out, blanked or otherwise neutralized to prevent accidental activation and or a hazardous condition. In some cases double block and bleed maybe required.

B. Access to all electrical systems for both shutdown and reenergizing will be coordinated with Airport maintenance. This includes access to all panels, breakers, switches, relays, substations, and all relevant switch gear.

C. If more than one employee is required to lockout and tag a circuit or piece of equipment, a multiple padlock device (hasp) shall be used.

D. This procedure establishes a lockout practice for securing machinery and equipment during periods of construction and maintenance. It is essential that Contractor complies with its lockout procedure to ensure the safety of all employees. A lockout procedure is to render inoperative electrical systems, air lines, hydraulic lines, mechanical devices, pumps, conveyors, fuel, glycol, water, gasoline, jet fuel, pipelines, valves and all other such energy and stored energy systems that may accidentally be energized or discharged while employees are working on them before they are ready and released for service.

E. Contractor shall administer its own lockout program where not identified by this document. The Contractor shall issue all locks and applicable tags to their foreman, general foreman, superintendents and employees as necessary. The Contractor shall maintain a lock and tag log. Tags are required to have the Contractor's name, phone number, employee name, and supervisor name easily identified on each tag.

F. After locking out and tagging a circuit, an attempt to energize the equipment shall be made by depressing or turning "on" all starting stations before work begins. In no case shall work begin before circuits and equipment are tested to ensure that they are, in fact, de-energized.

G. Any employee who removes a tag or lock belonging to another employee or person, or overrides a tag or lock in any way, may be removed from the Airport property. Written authorization has to be obtained from the foreman, general foreman, superintendent and Project Manager of the responsible Contractor when a lock has been left on a piece of equipment and the originator is not available for removal.

H. When locks and tags are required, Contractors employees working on that system shall notify their appropriate supervisor. The supervisor, or his designee, shall see that

appropriate locks and tags are provided. When work is completed, the appropriate supervisor is also to be notified when locks and tags are removed.

I. After equipment or systems are turned over to the Airport, no work or Airport modifications will be performed without compliance to Airport's Lockout/Tagout Program.

J. There may be some equipment that cannot be physically locked out using any type of device. If a situation exists where equipment cannot be locked out the Contractor shall notify the Airport.

2.6 Cranes/Derricks/Lifting Equipment/Rigging

A. All crane operators shall be thoroughly knowledgeable in the operations of the crane, rigging equipment, and other OSHA requirements relating to lifting.

B. NOTAMS may be required depending upon the location and height of the lift. Contractor shall contact Airport management prior to any crane activity.

C. Lifting shall not be done over any employees.

D. Tag lines shall be used for all lifts greater than 20 feet.

E. No lifts shall be made when winds are sustained over 25 mph.

F. Outrigger shall be shored so they do not damage property. Contractor will be responsible for any property damage to paved or concrete surfaces.

G. A prelift review shall be performed by the Contractor for every critical lift.

H. A Critical lift shall be defined as a lift with a hoisted load that is within 15% of the maximum load limits (normal) of the equipment that is being used. Before a critical lift is performed the Contractor shall submit a Critical Lift Plan that is prepared and approved by a Professional Engineer that is registered with the State of Georgia. The Critical lift Plan will include the following:

- Description of the lift
- Crane Position
- Lift Height
- Load Radius
- Boom and angle
- Size and weight of load
- Percent of cranes capacity
- Personnel involved
- Rigging plan

- Communications methods
- Ground Conditions
- Inspection Procedures
- Procedures for hosting (if applicable)

I. The critical lift plan will also document the source (i.e. weight, crane and rigging capacities, inspections, and wind speeds).

2.7 Vehicle Operation on the Airport Operations Area (AOA)

A. All vehicles that enter the AOA shall comply with the following:

1. All vehicles accessing the AOA shall be placarded with a company name and logo or some other form of identification. All lettering shall be a minimum of 4" high.
2. All construction vehicles/mechanized equipment authorized within the Movement Area or related safety areas shall be marked with a flag on a staff attached to the uppermost portion of the vehicle/motorized equipment so that the flag will be readily visible. The flag shall be at least a 3' x 3' square having a checkered pattern of international orange and white squares at least 1' on each side in accordance with FAA Advisory Circular 150/5210-5.D, or current edition as of bid date.
3. During nighttime hours, all equipment operating on the Airport exceeding 15 feet in height shall be lit with a red obstruction light in accordance with FAA Advisory Circular 70/7460-1, or current edition as of bid date. This light is to be located on the uppermost portion of the equipment.
4. All construction equipment that exceeds 20 feet in height are required to be "airspaced" as determined by the FAA Form 7460-1.

B. Vehicle(s)/equipment shall be operated in a manner that does not interfere with aircraft operations. All vehicle(s)/equipment shall yield right of way to all aircraft and emergency vehicles.

C. Vehicles/mechanized equipment operators shall obey all traffic signs and markings.

D. Vehicles/equipment shall not stop or be parked so as to block a driveway, AOA access gate, fire lane or aircraft

E. Vehicles/equipment shall not stop or be parked in areas other than those prearranged and approved by the Airport management.

F. No equipment or vehicles may be parked within six feet of an AOA fence.

G. The established speed limit on the AOA is 15 mph.

H. Vehicle(s)/equipment shall not be operated by individuals under the influence of any substance which impairs the ability to do so in a safe manner

I. If an incident occurs on the AOA the incident shall be reported immediately to Airport Operations by contacting (706) 799-5372. Airport management and Airport Operations have the right to investigative all incidents and issue citations. The Contractor is still obligated to produce its own incident report to be submitted to Airport management. The Contractor shall submit an incident report no later than 24 hours after the incident.

J. Vehicle/mechanized equipment operators are not permitted to move about the Airport outside the designated construction area, at night unless the vehicle has operating head lights, tail lights and brake lights, or is under the escort of a properly lighted vehicle. Head lights shall not be set on high beam when moving about the Airport at night.

K. Vehicles/mechanized equipment authorized on the Movement Area (runways, taxiways, and ramps) and/or associated safety areas shall be equipped with an electrically powered, amber color, 360-degree omni-direction light, mounted on the vehicle such that it is conspicuous from any direction.

L. At no time shall a vehicle enter the Movement Area and/or associated safety areas unless it is authorized by the Airfield Operations and is in continuous radio communication with the Control Tower. If a vehicle is not radio equipped to communicate with the Control Tower, an escort vehicle equipped with such a radio shall lead or direct the movement of this vehicle while operating on the Movement Area unless the construction area is completely closed to Airport movement and cordoned off. Coordination of escorts shall be prearranged with the Airport Operation. Any individual authorized unescorted access to the Movement Area or associated safety areas shall have completed the driver training program administered by the Airport Operations department.

M. Seat belts shall be utilized on equipment/vehicles that are designed for usage.

N. All vehicles/equipment shall be appropriately secured such that neither aircraft blast nor wind will result in their movement.

2.8 Special Construction Rules on the AOA

When airfield construction is being performed on the AOA the following rules will apply unless modified in writing by Airfield Operations.

A. All construction activities on the AOA shall include a specific Construction Safety Phasing Plan (CSPP) and a Safety Plan Compliance Document (SPCD) as required by the FAA. The SPCD will address compliance to and details required by the CSPP and include any other topics of discussion that might be mentioned during the safety phase planning meeting.

B. The safety phase planning meeting shall be held prior to mobilization to the AOA.

C. Any Airport construction and/or alteration requires the completion and submittal of FAA Form 7460-1 Notice of Proposed Construction or Alteration (available from the FAA Air Traffic Division Regional Office), and www.FAA.gov at least 60 days prior to the start of the project. The Engineer will submit this form in advance of the start of construction.

D. If the Contractor requires any modifications to FAA Form 7460-1 (from the advance submittal) the Contractor shall complete and submit an amended FAA Form 7460-1 reflecting the requested changes.

E. A copy of all completed FAA Form 7460-1's and the FAA's determination(s) shall be on file with the Airport prior to commencing the erection or construction of the item(s) proposed by the Contractor.

F. The Contractor shall erect and maintain fencing, barricades, signs and warning devices used to delineate the perimeter of all construction areas, as shown on the plans and/or as approved by the Airport Operations.

G. All points of entry into the AOA, which are under the Contractor's control, shall be secured and/or guarded and should be coordinated with the Airport Operations.

H. Deliveries are to be strictly controlled (by the Contractor) using personnel specifically acquainted with these rules. The Contractor shall provide properly manned escort vehicles as required to guide and escort all deliveries to the work area(s).

I. All barricades, lighting and warning devices used to delineate any construction or hazardous area(s) are to be provided by the Contractor except for lighted runway closure crosses which will be provided by the Airport.

J. At no time shall personnel, vehicles or equipment be located or enter any of the following areas unless authorized on the plans or by Airport Operations.

1. Within 250 feet parallel to an active runway centerline (to be indicated on the CSPP and/or SPCD).
2. No Stockpiles will be placed within 400 feet parallel to an active runway centerline nor will equipment be left unattended.
3. Within 1,000 feet of the end of active runways (each end to be indicated in the CSPP and/or SPCD)
4. Within 93 feet parallel to an active taxiway centerline operating with Group III aircraft without proper approval.
5. Active NAVAID Critical Areas.

K. Trenches and/or Excavations: Trenches and/or excavations shall not be allowed in the following areas without closure or restriction of the adjacent Movement Area:

1. Within 250 feet parallel to a runway centerline.

2. Within 160 feet parallel to a taxiway centerline operating with Group V aircraft without proper approval.
3. Within 1,000 feet of the end of a runway.
4. Active NAVAID Critical Areas.

L. No trenching is allowed under Airport fences without prior approval and coordination with the Airport Operations.

M. All stockpiled material(s)/supplies shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. Material(s)/supplies shall not be stored within 500 feet of aircraft turning areas or movement areas. Stockpiled material(s)/supplies shall not exceed 15 feet in height unless the Contractor has complied with all requirements for airspace review. All material(s)/supplies shall be positioned so it will not obstruct the line of sight from the Control Tower to the Movement Area.

N. Stockpiled material shall not be within 6 feet of an Airport perimeter fence.

O. Nighttime work, not covered by the Contract Documents, requires 72 hours advanced approval, excluding weekends, by the Airport Operations. Lighting for nighttime work shall be shielded and positioned downward so as not to hinder the vision of the air traffic controllers in the control Tower or the pilots of moving aircraft.

P. Debris, waste, and loose materials shall not be allowed on the Movement Area. If debris and/or loose materials are observed to be on active portions of the Movement Area, the Contractor shall be responsible for correcting the discrepancy immediately. The Contractor shall be responsible for controlling dust problems resulting from construction and clean-up processes.

Q. The Contractor will be working in an air operations area in which a high degree of care is necessary to control debris and dust. Spilled material on active roadways, runways, taxiways and aprons shall be swept up immediately. The Contractor will be aware that the construction area may be subject to jet blast and significant wind velocities. Dust control measures shall be required to prevent loose material from blowing within or outside the air operations area.

R. If the Contractor uses, or if a haul road crosses any area used by aircraft, service or emergency vehicles, a vacuum power broom and/or hand sweeping will be used to keep this area clean of debris which could damage aircraft engines or propellers. The Contractor will be liable for any damages that occur. Power brooms and sweepers shall be vacuum capable.

S. Prior to opening any Runway, Taxiway, Ramp, Apron or Associated Safety Area, that has been closed for construction; the Contractor shall arrange for an inspection by the Airport Operations.

T. All barricades used by the Contractor to designate an unusable or hazardous area on the AOA, shall be secured in place against movement or jet blast. The Contractor shall ensure that all barricades and hazard lighting are operational prior to departing the construction area at the end of each workday.

U. In accordance with FAR Part 139, Airport Operations shall, prior to the release of work crews, inspect all areas to ensure that:

1. Paved areas are free of surface variations in accordance with FAR Part 139.
2. All unpaved active safety areas are cleared and graded and have no potentially hazardous ruts, humps, depressions or other surface variations.
3. All trenches or excavations within active Runway and/or Taxiway safety areas are backfilled to support the weight of an aircraft or Aircraft Rescue and Fire Fighting (ARFF) equipment.
4. If the trenches, excavations or hazardous areas have been authorized to remain in place, they are to be adequately plated and marked and lighted.

V. Location of haul routes on the Airport site shall be as shown on the CSPP or as approved by Airport Operations. All haul routes on the Airport shall be marked, when necessary, and maintained by the Contractor. These routes shall be restored to their original condition upon completion of the construction project.

W. Construction equipment shall not be permitted to operate upon paved areas unless the equipment has pneumatic tires or special means, approved by the Engineer, provided to protect the pavement.

X. All construction involving cranes shall be coordinated at least 72 hours in advance, excluding weekends, with the Airport Operations. This does not include the time required for airspace review. The following information is required:

1. Location of the Crane.
2. Maximum extendable height.
3. Hours of operation.

Y. The top of each crane boom shall be marked by a 3' x 3' orange and white checkered flag — each box being 1' square.

Z. Each crane shall be lowered at night and during periods of poor visibility as directed by Airport Operations. In the event the crane is approved to remain extended during the hours from sunset to sunrise, the highest point of the crane boom will be lit with a red obstruction light in accordance with AC 70/7460-1Construction Site Access And Haul Roads. The Contractor will not be permitted to use any access or haul roads other than those designated on the contract drawings. Aircraft Rescue and Fire Fighting (ARFF) right-of-way on access roads, haul roads, taxiways, and runways shall not be impeded at any time.

2.9 Foreign Object Debris (FOD) Management. Waste and loose materials capable of causing damage to aircraft landing gears or propellers or capable of being ingested in jet engines, shall not be left or placed on or near active aircraft movement areas. Materials tracked onto these areas shall be continuously removed during the construction project. All waste or loose materials which could attract wildlife shall be carefully controlled and removed on a continuous basis. The Contractor shall have adequate sweeping equipment and adequate dust control equipment on site at all times while the Contractor is working.

END OF ITEM SP-10

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent

erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

a. Temporary seeding and mulching will be measured by the square yard (square meter).

b. Temporary slope drains will be measured by the linear foot (meter).

c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.

d. All fertilizing will be measured by the ton (kg).

e. Installation and removal of silt fence will be measured by the liner foot.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102.1a	Installation and Removal of Silt Fence or Silt Sock, Type C - per linear foot
Item C-102.1b	Erosion Control Mobilization – per Lump Sum
Item C-102.1c	Emergency Erosion Control Mobilization – per Lump Sum

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

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

Advisory Circulars (AC)

AC 150/5200-33	*Hazardous Wildlife Attractants on or Near Airports*
AC 150/5370-2	*Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **10%** percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. Not Required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105.1	Mobilization, Clean-up, and Demobilization – per lump sum
Item C-105.2	Airfield Safety and Traffic Control – per lump sum

REFERENCES

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix. If expansion of either the coarse or fine aggregate exceeds 0.08% at 14 days, limit the alkali of the concrete to be less than or equal to 3.0 lb per cubic yard (1.8 kg per cubic meter), calculated in accordance with EB 106.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
¾ inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Aggregates that have a history of D-cracking shall not be used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement: ASTM C150, Type I; or ASTM C595, Type IL

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM 1752.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall consist of Welded Steel Wire Fabric conforming to the requirements of ASTM A1064 or ASTM A884**.**

610-2.11 Materials for curing concrete. Curing materials shall conform to ASTM C309.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231;make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental and no separate measurement shall be made of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Payment shall be considered incidental and no separate payment shall be made. This price shall be full compensation for furnishing all materials including reinforcement and embedded items and for all preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-610.1	Concrete, incidental to other work items.

REFERENCES

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

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement

ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement

ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

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ITEM NS01 LOCATE AND PROTECT EXISTING CIRCUITS

DESCRIPTION

1.1 This Work includes the testing and location of all power and control circuits that are located within the construction area or haul routes: providing temporary connection/cable runs to enable operation as required by construction staging of airport lighting systems during darkness, weekends, holidays, and instrument conditions; prompt repair or replacement of electrical cables or equipment damaged during construction operations; careful handling of any FAA installed cables or equipment encountered during construction; and removal/reinstallation of existing cables.

CONSTRUCTION METHODS

2.1 Immediately prior to construction, obtain meggar test readings of all airport circuits that will be encountered during construction, including those crossed by haul routes or access roads, shall be taken in the presence of the Owner and the Engineer. If the Contractor notes problems in the existing circuits prior to starting Work, these circuits may be repaired by the Owner or noted to the mutual satisfaction of the Contractor and the Owner as not being the responsibility of the Contractor. Test circuits repaired by the Owner once again prior to construction.

2.2 Upon completion of construction, in the presence of the Owner, FAA's RE, and the Engineer, meggar test all airport circuits encountered during construction. Repair all portions of circuits that have been damaged during construction.

2.3 The excavation, cutting, pulling-out, and reinstallation of existing cables as required in the Contract Documents shall be incidental to this Pay Item. Provide temporary above-ground connections in protective conduit and clearly mark, as shown on Contract Documents or as conditions and environment warrant. All temporary connections shall use connectors meeting FAA and NEC requirements, listed for the intended use. The Contractor's superintendent or on-site representative must remain in communication with the Engineer until such repairs are completed and the lighting system has been checked for operation and accepted by the Owner.

2.4 Contractor shall be responsible to notify all work forces of the location and function of these wires. Care shall be taken by the Contractor's forces not to drive over these wires.

METHOD OF MEASUREMENT

3.1 Locate and protect existing circuits will be measured for payment as a complete unit per lump sum.

BASIS OF PAYMENT

4.1 Payment will be made at the Contract lump sum price for Locate and Protect Existing Circuits and will be full compensation for furnishing all materials for locating, protecting, and testing existing circuits and for all labor, equipment, tools, and incidentals necessary to complete this Pay Item as required.

Payment will be made under:

Item NS01-01 **Locate and Protect Existing Circuits** - per Lump Sum

Measurement and Payment will only be made for Pay Items included in the Schedule of Prices. The cost of all Work required by the Contract Documents will be included in the Pay Items contained in the Schedule of Prices.

END OF ITEM NS01

ITEM NS02 CAT-II IMPROVEMENTS (ILS)

DESCRIPTION

1.1 This item shall consist of improvements related the Runway 35 Instrument Landing System (ILS) at the Augusta Regional Airport (AGS). Airport instrument landing systems furnished or provided, shall be installed in accordance with this Specification, the referenced specifications, and the applicable advisory circulars. The systems are installed at the locations and in accordance with the dimensions, design, and details shown in the Plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the Engineer.

Contractor shall install items per this Specifications along with FAA standard 19f and FAA Specification 1391e.

EQUIPMENT AND MATERIALS

2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these Specifications. Materials supplied and/or installed that do not comply with these Specifications shall be removed (when directed by the Engineer) and replaced with materials that comply with these Specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (**highlighting is not acceptable**). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the Plans and Specifications. The Contractor's submittals shall be submitted electronically (pdf), tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner, or as otherwise state. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain a minimum insulation resistance per the current edition AC 150/5340-26, Maintenance Airport Visual aid Facilities, Table 5-1 and paragraph 5.1.3.1, with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

2.2 Concrete. Concrete shall conform to FAA Specification FAA-C-1391e.

2.3 Conduit. Conduit shall conform to FAA Specification FAA-C-1391e.

2.4 Cable and Counterpoise. Cable and Counterpoise shall conform to FAA Specification FAA-C-1391e and FAA-STD-019f.

2.5 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

2.6 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

2.7 Detectable warning tape. Detectable warning tape shall conform to FAA Specification FAA-C-1391e.

2.8 Cable Connections. Cable Connections shall conform to FAA specifications within the project bidding documents.

2.9 Runway 35 Glideslope Antenna Tower. The FAA is to provide new glideslope antennas and tower to replace the existing tower. The glideslope antenna tower installation shall be performed by the Contractor and consist of the following:

- Disconnect and remove existing glideslope tower and antenna system. Utilize crates from new tower to package up removed tower and turn over to the FAA for shipment.
- Disconnect, remove, and salvage existing safety/ladder system from tower for installation on to the new glideslope tower.
- Concrete foundation and anchor bolts to remain in place to be utilized to install new glideslope tower.
- Assemble and install new glideslope tower and antenna elements. Antenna elements are to be installed at elevations shown.
- Power and communication cabling between the shelter and the tower shall be removed with new cabling to be installed. Coordinate with FAA's RE for routing and installation. FAA to perform connections of all communication cabling.
- Existing lightning and grounding systems for the tower is to be removed by the contractor. New lightning and grounding system is to be provided by the contractor and installed meeting the FAA specifications and details.
- Existing conduit system is to be utilized for the new installation. Contractor shall verify all routing and condition of the existing conduit system. Any damaged or un-useable conduit shall be brough to the attention of the Engineer and FAA's RE.
- Provide and install new obstruction lighting as shown on the detail.

Contractor shall coordinate with FAA's RE and Engineer on all required installation and connections needed to complete a fully operational system. Contractor shall refer to the project plans and details on additional requirements needed to complete the installation. Work under this section shall conform to FAA Specification FAA-C-1391e and FAA-STD-019f.

2.10 Runway 35 Glideslope Shelter. The FAA is to provide new glideslope shelter along with new interior equipment as shown in the plans and details to replace the existing shelter. The glideslope shelter installation to be performed by the Contractor and shall consist of the following:

- Disconnect and remove existing glideslope shelter from existing foundation. Concrete foundation shall remain in place for installation of new shelter. Removed shelter shall be returned to the FAA. FAA to coordinate shipment of existing shelter.
- Concrete foundation and anchor bolts to remain in place and to be utilized to install new glideslope shelter.
- New shelter to be installed on existing foundation. All exterior conduit to be extended and connected up to the new shelter.
- Existing lightning and grounding systems for the shelter is to be removed by the contractor. New lightning and grounding system is to be provided by the contractor and installed meeting the FAA specifications and details.
- Shelter exterior lightning protection is provided with the shelter. The Contractor is to install exterior components as needed to complete the installation. All underground lightning and grounding system is to be provided and installed by the Contractor as per the detail.
- Existing communication cables as shown on the plans are to be disconnected and pulled back to the nearest handhole. Contractor shall field verify routing of all existing cables/conduits. Upon installation of the new shelter, communication cables shall be pulled back through conduit and refed into the new shelter. Coordinate with the FAA Re on routing. All terminations of the communication cable shall be done by the FAA.
- Existing conduit system is to be utilized for the new shelter installation. Contractor shall verify conduit entrance location and provide connections as required per the details. Any damaged or un-useable conduit shall be brough to the attention of the Engineer and FAA's RE.
- Contractor shall coordinate with the local utility provider on disconnecting and restoring the electrical service for the shelter during the removal of existing and installation of the new shelter. Contractor shall verify other system remain in service as directed by the FAA's RE. New electrical service conductors is to be provided by the Contractor from the existing disconnect switch to the panelboard inside the shelter.

Contractor shall coordinate with FAA's RE and Engineer on all required installation and connections needed to complete a fully operational system. Contractor shall refer to the project plans and details on additional requirements needed to complete the installation. Work under this section shall conform to FAA Specification FAA-C-1391e and FAA-STD-019f.

2.11 Runway 35 Localizer Shelter. The FAA is to provide new localizer shelter along with new interior equipment as shown in the plans and details to replace the existing shelter. The localizer shelter installation to be performed by the Contractor and consist of the following:

- Disconnect and remove existing localizer shelter from existing foundation. Concrete foundation shall remain in place for installation of new shelter. Removed shelter shall be returned to the FAA. FAA to coordinate shipment of existing shelter.
- Concrete foundation and anchor bolts to remain in place and to be utilized to install new localizer shelter.
- New shelter to be installed on existing foundation. All exterior conduit to be extended and connected up to the new shelter.
- Existing underground lightning and grounding systems for the shelter is to remain in place and reconnected up by the contractor upon the installation of the new shelter.

- Shelter exterior lightning protection is provided with the shelter. The Contractor is to install exterior components as per the detail and connected to the existing underground lightning and grounding systems. The lightning and grounding system is to meet the FAA specifications and details.
- Existing communication cables as shown on the plans are to be disconnected and pulled back to the nearest handhole. Contractor shall field verify routing of all existing cables/conduits. Upon installation of the new shelter, communication cables shall be pulled back through conduit and refed into the new shelter. Coordinate with the FAA Re on routing. All terminations of the communication cable shall be done by the FAA.
- Contractor shall coordinate with the local utility provider on disconnecting and restoring the electrical service for the shelter during the removal of existing and installation of the new shelter. Contractor shall verify other system remain in service as directed by the FAA's RE. New electrical service conductors is to be provided by the Contractor from the utility meter to the panelboard inside the shelter.

Coordinate with the FAA on all required installation and connections needed to complete a fully operational system. Contractor to coordinate with local utility provider on disconnecting and reconnecting electrical service up to the shelter. Work under this section shall conform to FAA Specification FAA-C-1391e and FAA-STD-019f.

2.12 Runway 35 14-Element Localizer Antenna. The FAA is to provide new localizer antenna array to replace the existing antenna. The localizer antenna installation to be performed by the Contractor and consist of the following:

- Disconnect and remove existing localizer antenna array from existing concrete foundations. Concrete foundations are to remain in place. Contractor shall use crates from the new antenna array to package up the removed equipment and turn over to the FAA. The FAA is to be responsible for the shipment of the removed equipment.
- Concrete foundation and anchor bolts to remain in place to be utilized to install new localizer antenna array.
- Assemble and install new localizer 14-element array on existing foundation per FAA details and specifications.
- Contractor shall remove existing concrete panel between the antenna array and the adjacent electrical handhole as shown on the plans. Existing conduit is to be exposed and realigned to match the conduit entrances into the new localizer doghouse cabinet. Upon connection, conduit to be backfilled and replace with a new concrete panel. Refer to FAA specifications for concrete requirements.
- Existing power and communication cables between the localizer shelter and antenna array is to be disconnected and removed. New power and communication cables is to be provided by the Contractor and installed utilizing existing conduits between the two locations. Coordinate with FAA's RE for routing and installation. FAA to perform connections on all communication cabling. Refer to plan details for type of power and communication cables required.
- Existing underground lightning and grounding systems for the antenna array is to remain in place and reconnected up by the contractor upon the installation of the new shelter. New above ground lightning protection is at the localizer array to be provided and installed by the Contractor. The lightning and grounding system is to meet the FAA specifications and details.

- Existing conduit system is to be utilized for the new installation. Contractor shall verify all routing and condition of the existing conduit system. Any damaged or un-useable conduit shall be brough to the attention of the Engineer and FAA's RE.
- Contractor is to provide check points at locations shown in the plans and meeting the details for installation. During the commissioning of the system, if additional check points are required by the FAA, the contractor shall provide (2) two additional check points.
- FAA is to be responsible for communication cable connections and tuning of the localizer system.

Contractor shall coordinate with FAA's RE and Engineer on all required installation and connections needed to complete a fully operational system. Contractor shall refer to the project plans and details on additional requirements needed to complete the installation. Work under this section shall conform to FAA Specification FAA-C-1391e and FAA-STD-019f.

2.13 Runway 17-35 Cable Removal. The FAA is to disconnect and relocate the existing RLIM equipment from the current location to the new electrical vault. Upon the relocation the FAA is to bring the RLIM equipment back online. After the relocation, the Contractor is to disconnect and remove a section of the runway 17-35 series circuit as shown on the plans. Contractor shall verify actual routing and handhole locations of the runway circuit prior to any removals. Any deviations in the field than what is shown on the plans is to be brought to the attention of the Engineer.

CONSTRUCTION

3.1 Shipping and Storage.

a. Equipment should be shipped in suitable packing material to prevent damage during shipping. Equipment and materials should be maintained in new condition and stored in areas protected from weather and physical damage.
b. Any equipment and materials, in the opinion of the Engineer, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired according to manufacturer's recommendations.
c. Contractor shall immediately inspect FAA provided equipment and notify RE if any damage is discovered. Otherwise, the Contractor shall assume control of the items and shall protect or repair any damage to provided equipment without compensation.
d. Contractor shall save packing materials for removed FAA equipment deemed salvageable by the Engineer or FAA and to be repackaged and turned over to the FAA. Any unused/unsalvageable materials shall become property of the Contractor and disposed of off-site.

3.2 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the underground cable circuits after installation. Testing requirements shall meet FAA specifications FAA-C-1391e and FAA-STD-019f.

METHOD OF MEASUREMENT

4.1 **Runway 35 Glideslope Antenna Tower** shall be measured per a lump sum basis to complete the removal of the existing and installation of the new glideslope antenna tower accepted by the Engineer and FAA meeting the project plans, details, and specifications. This bid item shall include removal, packaging, and turning over the antenna/tower and miscellaneous equipment to the FAA, and disposal of unwanted

equipment off site. Also included shall be the installation of the new glideslope tower and components including all the necessary cabling, lightning and grounding as detailed in the plans and specifications to bring the glideslope into operation.

4.2 Runway 35 Glideslope Shelter shall be measured per lump sum basis to complete the removal of the existing shelter and installation of the new glideslope shelter accepted by the Engineer and FAA meeting project plans, details, and specifications. This bid item shall include the removal, packaging, and turning over the shelter and miscellaneous equipment to the FAA, and disposal of unwanted equipment off site Also included shall be the installation of the new glideslope shelter and components including all the necessary cabling, lightning and grounding as detailed in the plans and specifications to bring the glideslope into operation.

4.3 Runway 35 Localizer Shelter shall be measured per lump sum basis to complete the removal of the existing shelter and installation of the new glideslope shelter accepted by the Engineer and FAA meeting project plans, details, and specifications. This bid item shall include the removal, packaging, and turning over the shelter and miscellaneous equipment to the FAA, and disposal of unwanted equipment off site Also included shall be the installation of the new glideslope shelter and components including all the necessary cabling, lightning and grounding as detailed in the plans and specifications to bring the glideslope into operation.

4.4 Runway 35 14-Element Localizer Antenna shall be measured per a lump sum basis to complete the removal of the existing localizer antenna array and installation of the new antenna array accepted by the Engineer and FAA meeting the project plans, details, and specifications. This bid item shall include removal, packaging, and turning over the antenna array and miscellaneous equipment to the FAA, and disposal of unwanted equipment off site. Also include shall be the installation of the new antenna array on existing foundation, all necessary cabling, lightning and grounding as detailed in the plans and specifications to the bring the localizer antenna array into operation.

4.5 Runway 17-35 Cable Removal shall be measured per linear foot removal of existing cable within conduit as directed and accepted by the Engineer meeting the project plans, details, and specifications. This bid item shall include locating the exiting cable and routing, disconnecting and removing sections as shown, testing, and splicing the existing series circuit within an existing handhole to maintain the series circuit operation to the satisfaction of the Engineer.

BASIS OF PAYMENT

5.1 Runway 35 Glideslope Antenna Tower will be paid at the contract unit price per lump sum for the glideslope antenna tower to be removed, turned over to the FAA, new tower assembled, install and accepted by the Engineer and FAA. This price shall include full compensation for removal, packaging, furnishing all materials, labor, equipment, placing of the materials, furnishing and installation of appurtenances and connections to other structures as may be required to complete the item as shown on the plans/details, assembly, conduit connections, hardware, wiring, lightning/grounding cables and rods connections, power and communication cables, testing, incidentals and associated items as are applicable for a complete and operating installation, disposal of unwanted equipment and material off site, and all incidentals necessary to complete the work as detailed in the project plans and specifications.

5.2 Runway 35 Glideslope Shelter will be paid at the contract unit price per lump sum for the glideslope shelter to be removed, turned over to the FAA, new shelter installed and accepted by the Engineer and

FAA. This price shall include full compensation for removal, packaging, furnishing all materials, labor, equipment, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to other structures as may be required to complete the item as shown on the plans/details, assembly, conduit connections, hardware, wiring, lightning/grounding cables and rods, power and communication cables, testing, incidentals and associated items as are applicable for a complete and operating installation, disposal of unwanted equipment and material off site, and all incidentals necessary to complete the work as detailed in the project plans and specifications.

5.3 Runway 35 Localizer Shelter will be paid at the contract unit price per lump sum for the localizer shelter to be removed, turned over to the FAA, new shelter installed and accepted by the Engineer and FAA. This price shall include full compensation for removal, packaging, furnishing all materials, labor, equipment, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to other structures as may be required to complete the item as shown on the plans/details, assembly, conduit connections, hardware, wiring, grounding cables and rods connections, power and communication cables, testing, incidentals and associated items as are applicable for a complete and operating installation, disposal of unwanted equipment and material off site, and all incidentals necessary to complete the work as detailed in the project plans and specifications.

5.4 Runway 35 14-Element Localizer Antenna will be paid at the contract unit price per lump sum for the localizer antenna to be removed, turned over to the FAA, new localizer antenna array assembled, install and accepted by the Engineer and FAA. This price shall include full compensation for removal, packaging, furnishing all materials, labor, equipment, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to other structures as may be required to complete the item as shown on the plans/details, assembly, conduit connections, hardware, wiring, grounding cables and rods connections, power and communication cables, testing, incidentals and associated items as are applicable for a complete and operating installation, disposal of unwanted equipment and material off site, and all incidentals necessary to complete the work as detailed in the project plans and specifications.

5.5 Runway 17-35 Cable Removal will be paid at the contract unit price per linear foot of cable removed within existing conduit as directed and accepted by the Engineer. This price shall include full compensation for removal, disposing, splicing existing circuit closed at handhole location shown, and all incidental necessary to complete the work as detailed in the project plans and specifications.

Payment will be made under:

Item NS02-01	**Runway 35 Glideslope Antenna Tower - Disconnect/Remove/Install (FAA to Procure)**- per Lump Sum
Item NS02-02	**Runway 35 Glideslope Shelter - Disconnect/Remove/Install (FAA to Procure)**- per Lump Sum
Item NS02-03	**Runway 35 Localizer Shelter - Disconnect/Remove/Install (FAA to Procure)**- per Lump Sum
Item NS02-04	**Runway 35 14-Element Localizer Antenna - Disconnect/Remove/Install (FAA to Procure)**- per Lump Sum
Item NS02-05	**Runway 17-35 Cable Removal** - per Linear Foot

END OF ITEM NS02

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

Construct Runway 17-35 Approach Improvements SA CAT II CA/CO WA #17

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve Work Authorization #17 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the Special Authorization Category II Approach (SA CAT II) Improvements for Runway 17-35 in the amount of **$169,441.22.**

Background: In 2022, Airport Staff requested guidance from the FAA to purchase ground based Navigational Aids (ie. NAVAID's) to address necessary approach improvements to the current Category I ILS for Runway 35.

The overall project would transition the existing Category I Instrument Landing System (ILS) to a Special Authorization (SA) Category II ILS for Runway 17-35.

The operational benefit with a SA Category II ILS for Runway 17-35 will allow flight crews to fly the aircraft safely to a new lower Minimum Decent Altitude (MDA) when extreme/severe weather (ie. fog) is present in the Airport Environment.

Flight Crews have two (2) choices when they are unable to land due to severe reduced weather visibility. These include flying to their flight planned Alternate Airport or request that Air Traffic Control (ATC) give instructions to hold (ie. holding patterns) at two (2) locations that are published on the Instrument approach plate for Runway 17-35.

Because of the nature of the work, the project must be overseen by the FAA directly during the design and construction process. The Reimbursable Agreement (RA) between the Department of Transportation Federal Aviation Administration and Augusta Regional Airport allows the FAA to furnish directly or by contract, material, supplies, equipment, and services which the Sponsor requires. The scope of the project and agreement is broken into those required to be performed by the FAA and those required to be performed by the Sponsor.

The Augusta Procurement Department has publicly Bid the Plans and Specifications for this project and the bid opening was held on April 14, 2025. A single bid was received from Trinity Electrical Services, LLC headquartered in Baxley, GA.

The recommendation of award To Trinity Electrical Services was approved in the May 29, 2025, Aviation Commission meeting.

This Work Authorization includes CA/CO services to be completed by the Consultant associated with the upgrades to the existing ILS to a Special Authorization Cat II approach. The scope of work includes all necessary construction services outside of those covered by the FAA in the RA.

This Project will include Mobilization, Airfield Safety and Traffic Control, Installation of New Electrical Cabling and Conduit, Demolition of Existing Equipment, and the Installation of a New ILS System at an estimated cost of construction of $771,265.

Analysis: The construction phase services contract is based on a 60-calendar day mobilization and a 35-calendar day construction period (95 days, total).

It is hereby requested that the Aviation Commission approve this Work Authorization #17, for a Lump Sum Fee totaling **$169,441.22.**

This Work Authorization has been reviewed by Mr. Robert Kerr.

Financial Impact: This Work Authorization is proposed to be funded via Augusta Regional Airport Enterprise Funds.

Alternatives: N/A

Recommendation: Approve Work Authorization #17 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the Special Authorization Category II Approach (SA CAT II) Improvements for Runway 17-35 in the amount of **$169,441.22.**

Funds are available in the following accounts: 551081305-5412110

REVIEWED AND APPROVED BY: N/A

WORK AUTHORIZATION #17

TO

PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

BETWEEN: Augusta Regional Airport (AGS) (AIRPORT) ("CLIENT")

1501 Aviation Way, Augusta, GA 30906

AND: Mead and Hunt, Inc. ("CONSULTANT")

A Wisconsin Corporation

TASK ORDER EFFECTIVE DATE: July 31, 2025

RECITALS

This is the seventeenth (17th) Work Authorization to the PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT dated effective October 17, 2023 between the CLIENT and CONSULTANT ("CONTRACT").

AGREEMENT

1. Services to be provided. The Scope of Services includes: all work, services, materials, equipment and supplies necessary to provide Construction Administration and Construction Observation for SA CAT II Improvements to Runway 35.

   In 2022, Airport Staff requested guidance from the FAA to purchase ground based Navigational Aids (ie. NAVAID's) to address necessary approach improvements to the current Category I ILS for Runway 35. The overall project would transition the existing Category I ILS to a Special Authorization (SA) Category II ILS for Runway 35.

   The operational benefit with a SA Category II ILS for Runway 35 will allow flight crews to fly the aircraft safely to a new lower Minimum Decent Altitude (MDA) when extreme/severe weather (ie. fog) is present in the Airport Environment. Flight Crews have two (2) choices when they are unable to land due to severe reduced weather visibility. These include flying to their flight planned Alternate Airport or request that Air Traffic Control (ATC) give instructions to hold (ie. holding patterns) at two (2) locations that are published on the Instrument approach plate for Runway 35.

Because of the nature of the work, the project must be overseen by the FAA directly during the design and construction process. The Reimbursable Agreement (RA) between the Department of Transportation Federal Aviation Administration and Augusta Regional Airport allows the FAA to furnish directly or by contract, material, supplies, equipment, and services which the Sponsor requires. The scope of the project and agreement is broken into those required to be performed by the FAA and those required to be performed by the Sponsor. A breakdown of the scope is included in Attachment A

2. Schedule. The project shall be completed within a 95 calendar day schedule (60 calendar days of mobilization, 35 calendar days of construction).

3. Consideration. The services shall be provided for the lump sum of $169,441.22. Services will be billed on a percentage complete basis by task. A breakdown of the fee is included in Attachment B. Progress payments shall be made in accordance with the CONTRACT.

	Consideration for Professional Services	Contract Length	Invoice Method
Construction Administration / Construction Observation (CA/CO) Services for the SA CAT II Improvements to Runway 35	$ 169,441.22	95 days	Lump Sum

APPROVAL AND ACCEPTANCE: Approval and acceptance of the WORK AUTHORIZATION including any attachments shall incorporate this document as part of the CONTRACT between the AIRPORT and the CONSULTANT dated October 17, 2023. All work and services defined in this WORK AUTHORIZATION shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the AIRPORT and CONSULTANT.

Accepted by: AUGUSTA AVIATION COMMISSION Approved by: MEAD AND HUNT, INC.

By: _____

Name: Ronic West

Title: Aviation Commission Chair

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

By: _____

Name: Edwin Scott

Title: Vice President, Department Manager

Date: _____

Approval: _____

Authorized Reviewer Signature

Attachment A
Runway 35 Approach Improvements (Special Authorization Cat II)
Aviation Services Construction Administration / Construction Observation (CA/CO) Work Scope

Augusta Regional Airport (AGS)

Augusta, GA

July 14, 2025

The scope of services to be performed by Mead & Hunt, Inc. (Consultant) includes all detailed work, services, materials, equipment and supplies necessary to provide Construction Administration and Construction Observation (CA/CO) services related to the Runway 35 Instrument Landing System (ILS) Improvements (Project) at the Augusta Regional Airport (AGS) and to provide the work activities assigned to the Sponsor included within the Reimbursable Agreement (RA) AJW-FN-ESA-22-SO-005136.

Augusta Regional Airport intends to upgrade its Instrument Landing System (ILS) for Runway 35. The proposed upgrades would allow the airport and FAA the ability to establish a Special Authorization CAT II instrument approach procedure. The project includes the replacement and upgrades of the Runway 35 ILS and other associated improvements. The FAA, through the RA, will provide the procurement and delivery of the ILS equipment, equipment shelters, and any other necessary equipment. The Consultant shall complete the scope of services in accordance with the plans and specs issued May 8, 2025, in accordance with generally accepted standards of practice and shall include all work necessary to complete the tasks outlined in this Work Authorization.

The construction phase services contract is based on a 95-calendar day construction period (60 calendar days for mobilization, 35 calendar days for construction), five (5) to six (6) days / week. The Cost of Construction is $771,265.00 (Construction) + $169,441.22 (CA/CO) = **$940,706.22.**

This Project is proposed to be funded via Airport general funds and will be completed in adherence to FAA Standards.

PHASE I. Pre-Construction

1.0 Pre-Construction Activities

The Consultant will schedule, prepare for, and conduct a Pre-Construction Conference. The project manager and the Resident Project Representative (RPR) will establish this meeting to review FAA, GDOT and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Owner, the Contractor, his/her Subcontractors, the FAA-ADO (if necessary), GDOT (if necessary), FAA-ATCT, the FBO, airport tenants affected by construction, utility companies, and any other interested parties. The purpose of this meeting will be to review the Contractor's proposed schedule, discuss safety and security issues, shop drawing submittals, contract requirements and to coordinate surveying and testing. This task will include the following:

- Schedule meeting, send invitations, provide meeting materials, and prepare pre-meeting exhibits and materials.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction conference. The Owner should be provided with copies of all the construction schedules.
- ~~Prior to the pre-construction conference, furnish the Owner with the name of the project engineer and qualifications for Owner approval. Project engineer means 'engineer' as defined in Section 10 (Section 10-18) of the General Provisions.~~
- Provide the contractor with a list of required submittals that they must provide and discuss at the pre-construction conference.
- Preside at the pre-construction conference, prepare a detailed record of the conference, submit record to the Owner for review and comment, and distribute the final record.

2.0 Initial Construction Layout

The Contractor's survey crew will establish and identify horizontal and vertical field control, per the construction documents. The Consultant will be available to answer Contractor questions with regards to Control.

3.0 Prepare Construction Management Plan (CMP) – Not included within this scope of work.

4.0 Prepare Project Files

The Consultant will verify that the construction Contracts are in order, the contractor has provided proof of insurance and the bonds have been completed, and the contractor has been provided with adequate copies of the construction plans.

"Issued for Construction" plans will be prepared and distributed. The construction plans will be updated to include all addenda items issued during bidding. The quantity sheets, testing sheets, and construction report format will be prepared. Any plan changes will be completed as part of a separate work authorization.

5.0 Grant Administration Assistance

This Project is proposed to be funded via Airport Enterprise funds.

PHASE II. Construction Management

6.0 Construction Management

The Engineer agrees to provide the management engineering services required for the execution of the contracted work. A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress, as well as pay requests. The PM will

review and provide comment on Project compliance issues for quality control testing performed by the Contractor.

The PM will review the Project on a weekly basis and will make site visits (bi-weekly) to monitor construction activities. These services shall include, but are not limited to, the following:

- Check construction activities to obtain compliance with plans and specifications.
- Attend construction meetings biweekly.
- Provide interpretation of plans and specifications.
- Supervise and coordinate sub-consultant contracts for construction observation and testing.
- Review shop drawings and submitted certificates for compliance with design concepts. Evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor.
- Evaluate the contractor's suggestions on drawing or specification modification and report those suggestions to the Owner.
- Review all final pay estimates and explanation of variation between the contract and final quantities.
- Review weekly progress reports.
- Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. Project Manager shall submit copies to Owner for approval and signature before proceeding with the work. Any additional design would not be considered in the scope of this W/A.
- Meet with the Owner for consultation and advice during construction.
- Determine the amount owed to the contractor and recommend those payment amounts in writing to the contractor. The Project Manager will submit periodic payment recommendations to the Owner for concurrence and payment. Payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the Project Engineer's best knowledge, information, and belief, the quality of such work is in accordance with the contract documents. The Project Engineer, as an experienced and qualified professional, will make payment recommendations from information that is gathered during on-site visits, provided by the contractor, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.
- Verify that all testing required by the specifications is performed, and review all materials reports prepared in accordance with the Construction Management Plan.
- Update record drawings during construction from redline or working drawings.
- Coordinate with Federal Aviation Association (FAA).

PHASE III. Resident Engineering

7.0 Resident Engineering

This task will include resident engineering, construction observation and construction administration for the duration of the Project. A dedicated RPR will be assigned to this Project, as will personnel for construction observation. The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the RPR will monitor compliance with plans and specifications, acquire field

measurements, provide entries in the construction diary, assist in pay request processing, report non-compliance issues to Owner, and record as-built changes.

The RPR shall maintain a construction diary to record the construction history of the Project. The diary will be made available to the Owner upon request for review during site visits. The Project diary should include, but not be limited to, the following information - weather conditions, job site conditions, work in progress, general location of work, equipment in use, contractors work force and hours worked, delivered materials, tests performed, failed tests (if any) and action taken, instructions to contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and any delays to construction and the reason for delays. The diary should be in a bound book of good quality that is easy to handle and carry.

Resident engineering services shall include, but are not limited to, the following:

- Check construction activities for compliance with plans and specifications.
- Make necessary acceptance tests in accordance with the cited requirements and standard methods of GDOT, the FAA, ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary and disposition of all testing and materials inspection; and record all deviating tests. Consultant shall conduct materials inspections and acceptance tests required and observe and evaluate all such tests made by the contractor in the field and laboratory as necessary in accordance with plans and specifications. Consultant shall furnish copies of all test reports to the Owner. Monitor contractor’s performance of the required quality control tests. The RPR shall immediately bring any non-compliance issues to the contractor and the Owner.
- The RPR shall notify the contractor of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications. The RPR may reject nonconforming materials and will notify the contractor to suspend any work in question, until such issues can be referred to the Owner for a final decision.
- Maintain daily records of the contractor's progress and activities during the course of construction and include progress of all work. These records will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- RPR shall furnish the Owner with periodic construction progress and inspection reports.
- RPR shall review contractor’s weekly submitted payrolls for compliance with Federal and State law on classification and wage rates; check and submit reports on shop drawings and construction submittals; and prepare and maintain necessary records of construction progress.
- RPR shall receive from contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, certificates, tests, approvals, etc.
- RPR shall prepare and submit periodic estimates, including the final estimate, during the construction project.
- RPR shall determine if the work is completed and ready for final acceptance. After consultation with the Owner, the Project Manager shall furnish the contractor with a list of items that were observed and require completion or correction.

- When the Project is complete and ready for final acceptance, the RPR shall arrange for review of the finished work by the Owner and the contractor. After the final inspection and acceptance, the Project Manager shall prepare and submit the Final Pay Application to the Owner for consideration.
- RPR shall observe the progress of the Project in order to monitor the contractor's compliance to the Project plans and specifications.
- RPR shall monitor the contractor's compliance with the Construction Operations and Safety Plan and immediately bring any non-compliance issues to the attention of the contractor.
- RPR shall establish and conduct weekly construction progress meetings with the contractor to discuss pertinent construction issues such as schedules, taxiway/runway closures, materials submittals, mix design approvals, secured area access, and the need for traffic control or gate guards.

PHASE IV. Post Construction Services

8.0 Final Inspection and Documentation

8.1 Final Inspection

Consultant will schedule and conduct a final inspection with the Owner, contractor, State, and FAA representatives to determine whether the Project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient and will provide the contractor a listing of those items.

8.2 Final Punch List

Consultant will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the contractor. It will state the items in need of correction and will request a schedule for completion. The Consultant will send a copy to the Owner and include a copy in the Grant Closeout Report.

8.3 Final Construction Certifications

Once all the punch list items have been completed to the satisfaction of the Owner, the Consultant will prepare a Certification of Construction Acceptance for the Project. This certification will also be included in the closeout report.

9.0 Record Drawings, Equipment Manuals, Materials Book

9.1 Record Drawings

The Project team will collaboratively assemble the Project record drawings. The as-built plans will specify field constructed conditions included as part of this Project, such as any field surveying required to compute final quantities. Any drawings will become record information. The Consultant shall provide the Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

9.2 Equipment Manuals

The project team will collaboratively assemble the equipment operation manuals for the project. The equipment manuals will be collected and bound into one document for use by the FAA..

9.3 Materials Book

The project team will collaboratively assemble the materials book for the project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests, as well as failing tests and corrective measures taken in order to achieve satisfactory results. The Owner will receive two (2) copies of these documents.

10.0 Grant Closeout Report – Not included within this scope of work.

PHASE V. Additional Services

11.0 Update Airfield Signage Plan – Not included within this scope of work.

12.0 Update Airport Layout Plan to Reflect As-built Changes – Not included within this scope of work.

13.0 Airports GIS Compliance – Not included within this scope of work.

SPONSOR Responsibilities

The SPONSOR shall be responsible to provide the following information and activities:

- Provide access to the project site and assist with locating any known utilities.
- Provide a single point of contact with the Sponsor to review all documents and make decisions.
- Provide any known record drawing information to the Consultant.
- Provide coordination regarding construction safety and phasing plan reviews and project scheduling with airport tenants.
- Required permits will be managed and administered by OWNER or other parties unless specifically identified in CONSULTANT scope of services. These permits may include, but are not limited to, Federal and State environmental clearances (ex: Clean Water Act 404 permit, NEPA, NPDES, Clean Air Act); public utility connection permits and review fees; construction/contractor permits (ex: hauling, erosion control, storm water, air quality, fugitive dust).
- Protection of digital information or data supplied by CONSULTANT from contamination, misuse, or changes.

SERVICES TO BE EXCLUDED

The OWNER and CONSULTANT agree that the following items will be excluded from this scope. If these or any additional items are added to the CONSULTANT's scope of services, they will be considered extra services and require a negotiated fee and an amendment to the contract.

- Expert witness testimony.
- Landscaping architecture services.
- Ornamental fence design.
- Architectural services for signs and structures.
- Floodplain modifications (ex: LOMR).
- Right-of-way engineering (ex: establishing/dissolving easements).
- Update of Airfield Pavement Management System (APMS) with surveyed PCI data.
- Update to Airport Land Use Compatibility Plan (ALUCP).

Construction Services Fee (CA/CO)

AIRPORT: Augusta Regional Airport (AGS) **PROJECT NUMBER:**
LOCATION: Augusta, Georgia **DATE:** 7/14/25
MH PROJECT NO. 0119700-221073.02 **REV. NO:** WA # 17
PROJECT DESCRIPTION: Construction Administration (CA) and Construction Observation (CO) Fees for the Runway 35 Approach Improvement Project (CAT II SA)

		DIRECT LABOR	OVERHEAD 1.8672	FIXED FEE 15.00%	TOTAL LABOR FEE	EXPENSES	TOTAL
	TASK 1 - PRE-CONSTRUCTION						
1.0	Pre-Construction Activities	$2,152.00	$4,018.21	$925.53	$7,095.74		
2.0	Initial Construction Layout	$1,472.00	$2,748.52	$633.08	$4,853.60		
3.0	Prepare Construction Management Plan (CMP)	$0.00	$0.00	$0.00	$0.00		
4.0	Prepare Project Files	$740.00	$1,381.73	$318.26	$2,439.99		
5.0	Grant Administration Assistance	$0.00	$0.00	$0.00	$0.00		
	Expenses					$1,964.50	
	Subconsultant - Aulick Engineering						
	SUBTOTAL TASK 1 - PRE-CONSTRUCTION	**$4,364.00**	**$8,148.46**	**$1,876.87**	**$14,389.33**	**$1,964.50**	**$16,353.83**
	TASK 2 - CONSTRUCTION MANAGEMENT						
6.0	Construction Management	$8,092.00	$15,109.38	$3,480.21	$26,681.59		
	Expenses					**$3,652.00**	
	SUBTOTAL TASK 2 - CONSTRUCTION MANAGEMENT	**$8,092.00**	**$15,109.38**	**$3,480.21**	**$26,681.59**	**$3,652.00**	**$30,333.59**
	TASK 3 - RESIDENT ENGINEERING						
7.0	Resident Engineering (Mead & Hunt)	$25,984.00	$48,517.32	$11,175.20	$85,676.52		
	Subconsultant - Aulick Engineering Resident Engineer (DBE)						
	Expenses					$2,308.00	
	SUBTOTAL TASK 3 - RESIDENT ENGINEERING	**$25,984.00**	**$48,517.32**	**$11,175.20**	**$85,676.52**	**$2,308.00**	**$87,984.52**
	TASK 4 - POST CONSTRUCTION SERVICES						
8.0	Final Inspection and Documentation	$4,272.00	$7,976.68	$1,837.30	$14,085.98		
9.0	Record Drawings, Equipment Manuals, and Materials Book	$3,126.00	$5,836.87	$1,344.43	$10,307.30		
10.0	Grant Closeout Report	$0.00	$0.00	$0.00	$0.00		
	Expenses					$376.00	
	Subconsultant - Aulick Engineering						
	SUBTOTAL TASK 4 - POST CONSTRUCTION SERVICES	**$7,398.00**	**$13,813.55**	**$3,181.73**	**$24,393.28**	**$376.00**	**$24,769.28**
	TASK 5 - ADDITIONAL SERVICES						
11.0	Update Airfield Sign Plan	$0.00	$0.00	$0.00	$0.00		
12.0	Update Airport Layout Plan	$0.00	$0.00	$0.00	$0.00		
13.0	AGIS Update	$0.00	$0.00	$0.00	$0.00		
	Expenses					$0.00	
	SUBTOTAL TASK 5 - ADDITIONAL SERVICES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	TASK 6 - QUALITY ACCEPTANCE TESTING						
	Subconsultant - Nova					$10,000.00	
	SUBTOTAL TASK 6 - QUALITY ACCEPTANCE TESTING					**$10,000.00**	**$10,000.00**
	TOTAL MEAD & HUNT FEES	**$45,838.00**	**$85,588.71**	**$19,714.01**	**$151,140.72**	**$8,300.50**	**$159,441.22**

COST BREAKDOWN BY TASK

Task 1 - Preconstruction	$16,353.83
Task 2 - Construction Management	$30,333.59
Task 3 - Resident Engineering	$87,984.52
Task 4 - Post Construction Services	$24,769.28
Task 5 - Additional Services	$0.00
Quality Acceptance Testing	$10,000.00
TOTAL ENGINEERING FEES	**$169,441.22**

COST BREAKDOWN BY CONSULTANT

Mead & Hunt, Inc	$159,441.22
Aulick Engineering (DBE)	$0.00

Nova	$10,000.00

Item No.		Principal $96.00	Project Manager $79.00	Engineer III $50.00	Engineer II $46.00	Senior Electrical Engineer $56.00	Reg. Land Surveyor $56.00	Cadd Technician IV $47.00	Project Assist. $39.00	Sr. Scientist $56.00	Total Hours		Cost Summary
	TASK 1 - PRE-CONSTRUCTION												
1.0	**Pre-Construction Activities**												
	• Schedule and coordinate meeting and materials	0	2	1	1	0	0	0	1	0	5		$293.00
	• Obtain and review construction schedules	0	1	1	0	1	0	0	1	0	4		$224.00
	• Provide Owner with project engineer credentials	0	0	0	0	0	0	0	0	0	0		$0.00
	• Prepare submittals/testing log	0	2	2	4	2	0	0	1	0	11		$593.00
	• Attend and document pre-construction conference	0	4	4	0	8	0	0	2	0	18		$1,042.00
	Estimated Total Man-hours	**0**	**9**	**8**	**5**	**11**	**0**	**0**	**5**	**0**	**38**		
	Summary Costs	$0.00	$711.00	$400.00	$230.00	$616.00	$0.00	$0.00	$195.00	$0.00			**$2,152.00**
2.0	**Initial Construction Layout**												
	Estimated Total Man-hours	**0**	**2**	**2**	**0**	**0**	**20**	**2**	**0**	**0**	**26**		$1,472.00
	Summary Costs	$0.00	$158.00	$100.00	$0.00	$0.00	$1,120.00	$94.00	$0.00	$0.00			**$1,472.00**
3.0	**Prepare Construction Management Plan (CMP)**												
	Estimated Total Man-hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		$0.00
	Summary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
4.0	**Prepare Project Files**												
	Estimated Total Man-hours	**0**	**4**	**4**	**0**	**4**	**0**	**0**	**0**	**0**	**12**		$740.00
	Summary Costs	$0.00	$316.00	$200.00	$0.00	$224.00	$0.00	$0.00	$0.00	$0.00			**$740.00**
5.0	**Grant Administration Assistance**												
	• Calculate cost summary for grant draw request	0	0	0	0	0	0	0	0	0	0		$0.00
	• Assemble supporting documentation	0	0	0	0	0	0	0	0	0	0		$0.00
	Estimated Total Man-hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
	Summary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	750	750	0	0	0	0	400	0	1900 Miles	$0.655	$1,244.50
	Lodging and Per Diem	0	2	1	0	0	0	0	1	0	4 Days	$180.00	$720.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$600.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$1,964.50**
											TASK 1 - PRE-CONSTRUCTION TOTAL		**$6,328.50**

Item No.		Principal $96.00	Project Manager $79.00	Engineer III $50.00	Engineer II $46.00	Senior Electrical Engineer $56.00	Reg. Land Surveyor $56.00	Cadd Technician IV $47.00	Project Assist. $39.00	Sr. Scientist $56.00	Total Hours		Cost Summary
TASK 2 - CONSTRUCTION MANAGEMENT													
6.0	**Construction Management**										**TOTAL HOURS**		
•	Site visits & check construction activities vs. plans and specs	2	4	8	2	4	0	0	0	0	20		$1,224.00
•	Provide interpretation of plans and specifications	2	2	8	4	4	0	0	0	0	20		$1,158.00
•	Supervise and coordinate field inspection/testing	0	2	2	0	0	0	0	0	0	4		$258.00
•	Review shop drawings/certificates for compliance	0	0	12	4	4	0	0	2	0	22		$1,086.00
•	Review all pay estimates	0	2	6	0	0	0	0	0	0	8		$458.00
•	Review weekly progress reports	0	2	8	0	0	0	0	0	0	10		$558.00
•	Prepare/recommend approval of change orders	2	2	10	4	0	0	0	2	0	20		$1,112.00
•	Owner consultation and construction advice	4	4	4	2	0	0	0	0	0	14		$992.00
•	Assist Owner with reimbursement requests	0	4	0	0	0	0	0	2	0	6		$394.00
•	Testing requirements and materials reports	0	2	4	0	0	0	0	0	0	6		$358.00
•	Update record drawings during construction	0	2	2	0	0	0	0	0	0	4		$258.00
•	Review payroll reports and contractor compliance	0	2	0	0	0	0	0	2	0	4		$236.00
•	Monitor contractor compliance with DBE program	0	0	0	0	0	0	0	0	0	0		$0.00
	Estimated Total Man-hours	**10**	**28**	**64**	**16**	**12**	**0**	**0**	**8**	**0**	**138**		
	Summary Costs	$960.00	$2,212.00	$3,200.00	$736.00	$672.00	$0.00	$0.00	$312.00	$0.00			**$8,092.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	950	3000	0	0	0	0	0	0	3950 Miles	$0.560	$2,212.00
	Lodging and Per Diem	0	2	6	0	0	0	0	0	0	8 Days	$180.00	$1,440.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$600.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$3,652.00**
												TASK 2 - CONSTRUCTION MANAGEMENT TOTAL	**$11,744.00**

Item No.		Principal $96.00	Project Manager $79.00	Engineer III $50.00	Engineer II $46.00	Senior Electrical Engineer $56.00	Reg. Land Surveyor $56.00	Cadd Technician IV $47.00	Project Assist. $39.00	Sr. Scientist $56.00	Total Hours		Cost Summary
TASK 3 - RESIDENT ENGINEERING													
7.0	**Resident Engineering**										**TOTAL HOURS**		
	Field Inspection Number of Days	0	5	30	8	5	3	0	0	0	0		$0.00
	Hours per Day	0	8	10	10	10	8	0	0	0	0		$0.00
	Total Hours	0	40	300	80	50	24	0	0	0	494		$25,984.00
	Estimated Total Man-hours	**0**	**40**	**300**	**80**	**50**	**24**	**0**	**0**	**0**	**494**		
	Summary Costs	$0.00	$3,160.00	$15,000.00	$3,680.00	$2,800.00	$1,344.00	$0.00	$0.00	$0.00			**$25,984.00**
	Expenses - Included in rate for Resident Engineering											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	0	600	950	0	0	0	0	0	1550 Miles	$0.560	$868.00
	Lodging and Per Diem	0	0	3	5	0	0	0	0	0	8 Days	$180.00	$1,440.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$500.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$2,308.00**
												TASK 3 - RESIDENT ENGINEERING TOTAL	**$28,292.00**

Item No.		Principal $96.00	Project Manager $79.00	Engineer III $50.00	Engineer II $46.00	Senior Electrical Engineer $56.00	Reg. Land Surveyor $56.00	Cadd Technician IV $47.00	Project Assist. $39.00	Sr. Scientist $56.00	Total Hours		Cost Summary
TASK 4 - POST CONSTRUCTION SERVICES													
8.0	**Final Inspection and Documentation**										**TOTAL HOURS**		
8.1	Final inspection	0	8	10	0	0	0	0	4	0	22		$1,288.00
8.2	Final punch list	0	2	4	2	0	0	0	2	0	10		$528.00
8.3	Final construction certifications	8	2	16	2	10	0	0	2	0	40		$2,456.00
	Estimated Total Man-hours	**8**	**12**	**30**	**4**	**10**	**0**	**0**	**8**	**0**	**72**		
	Summary Costs	$768.00	$948.00	$1,500.00	$184.00	$560.00	$0.00	$0.00	$312.00	$0.00			**$4,272.00**
9.0	**Record Drawings, Equipment Manuals, Materials Book**										**TOTAL HOURS**		
9.1	Record drawings	0	0	12	8	0	0	40	0	0	60		$2,848.00
9.2	Equipment manuals	0	0	4	0	0	0	0	2	0	6		$278.00
9.3	Materials book	0	0	0	0	0	0	0	0	0	0		$0.00
	Estimated Total Man-hours	**0**	**0**	**16**	**8**	**0**	**0**	**40**	**2**	**0**	**66**		
	Summary Costs	$0.00	$0.00	$800.00	$368.00	$0.00	$0.00	$1,880.00	$78.00	$0.00			**$3,126.00**
10.0	**Grant Closeout Report**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		$0.00
	Summary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	0	350	0	0	0	0	0	0	350 Miles	$0.560	$196.00
	Lodging and Per Diem	0	0	1	0	0	0	0	0	0	1 Days	$180.00	$180.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$500.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$376.00**
												TASK 4 - POST CONSTRUCTION SERVICES TOTAL	**$7,774.00**

Item No.		Principal $96.00	Project Manager $79.00	Engineer III $50.00	Engineer II $46.00	Senior Electrical Engineer $56.00	Reg. Land Surveyor $56.00	Cadd Technician IV $47.00	Project Assist. $39.00	Sr. Scientist $56.00	Total Hours		Cost Summary
TASK 5 - ADDITIONAL SERVICES													
11.0	**Update Airfield Sign Plan**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
	Summary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
12.0	**Update Airport Layout Plan**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
	Summary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
13.0	**Airports GIS Compliance**										**TOTAL HOURS**		
	Estimated Total Man-hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
	Summary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$0.00**
	Expenses											**Rate**	
	Auto Rental	0	0	0	0	0	0	0	0	0	0 Days	$75.00	$0.00
	Mileage	0	0	0	0	0	0	0	0	0	0 Miles	$0.560	$0.00
	Lodging and Per Diem	0	0	0	0	0	0	0	0	0	0 Days	$180.00	$0.00
	Travel and Airline Costs	0	0	0	0	0	0	0	0	0	0 Trips	$600.00	$0.00
	Computer Costs	0	0	0	0	0	0	0	0	0	0	$50.00	$0.00
												Total Expenses	**$0.00**
												TASK 5 - ADDITIONAL SERVICES TOTAL	**$0.00**

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman
August Aviation Commission

Date

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

Construct Drainage Ditch – Phase II Contract –Reeves Construction 25-150

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve a **Construction Contract** to Reeves Construction Company in the amount of **$5,285,229.60** to perform all tasks related to the Project. Recommendation of award approved by Commission on June 17, 2025 as item #5 (ITB 25-150).

Background: The scope of this Project is to enclose the existing east-west drainage ditch just south of the end of Runway 17-35. The project is a continuation, Phase II, of a project completed in 2020 which enclosed the previously existing north-south ditch just east of Runway 17-35 that fed into the existing east-west ditch. The Phase II Ditch is approximately 30 feet deep and extends across the Runway 17-35 Southern End, East to West and perpendicular to Runway 17-35, for approximately 1,000 linear feet.

Because of the location of the east-west ditch, there are major concerns to the condition of the Runway 17-35 Safety Area (RSA) and Object Free Area (ROFA). The headwalls on either side of Runway 17-35 continue to erode encroaching upon the RSA causing major concern for the Airport's operations. Additionally, Operations have had difficulty securing the Airfield, with the ditch providing easy access for wildlife to enter the active operations area. The purpose of this Project is to enclose approximately 300' of ditch west of Runway 17-35's south end and 700' east of Runway 17-35's south end within a storm sewer system, thus allowing Airport operations to secure the airfield. This ditch also causes difficulty in accessing portions of the Airfield, as operations staff must drive several thousand feet to the south to access the east or west side of the airfield. Enclosure of this Ditch will also improve the Runway Protection Zone (RPZ) for Aircraft.

The base bid of the project includes but is not limited to Mobilization, Airfield Safety and Traffic Control, Erosion Control, the removal of approximately 570 linear feet of storm pipe, the construction of

approximately 1,600 linear feet of new storm pipe and associated structures (inlets, headwalls, etc.), along with excavation, topsoiling, and seeding. The majority of this project exists to the west of the phase I ditch enclosure project.

The bid alternate includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, the removal of approximately 75 linear feet of storm pipe, the construction of approximately 900 linear feet of new storm pipe and associated structures (inlets, headwalls, etc.), along with excavation, topsoiling, and seeding.

The Cost of Construction for the Drainage Ditch Enclosure Phase II is $5,285,229.60**.**

In the May 29, 2025, Aviation Commission Meeting, Airport Staff recommended Award for the project to Reeves Construction.

Analysis: It is hereby requested that the Aviation Commission approve this Contract, allowing Augusta Regional Airport to award the contract to **Reeves Construction Co.** in the amount of **$5,285,229.60** for Phase II of the Drainage Ditch Enclosure.

This Contract has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Financial Impact: This contract is proposed to be funded through a Georgia Department of Transportation (GDOT) Aviation Grant in the amount of $2,477,925.33 in FY 2024 and $2,807,309.33 in FY 2025. GDOT plans to participate via their standard match of 75% resulting in AGS Enterprise Funds providing the remaining 25%.

Alternatives: N/A

Recommendation: Approve a **Construction Contract** to Reeves Construction Company in the amount of **$5,285,229.60** to perform all tasks related to the Project.

Funds are available in the following accounts: 551081305-5412110

REVIEWED AND APPROVED BY: N/A

Augusta GEORGIA

Office of the Administrator

Tameka Allen
Administrator

June 17, 2025

Herbert Judon, Director
Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906

Dear Mr. Judon,

At the regular meeting held on Tuesday, June 17, 2025, the Augusta, Georgia Commission, acted on the following items:

5. Approved Recommendation of Award to Reeves Construction Company in the amount of $5,285,229.60 for the Drainage Ditch Enclosure – Phase II project. 25-150

24. Approved Recommendation of Award to Trinity Electrical Services, LLC in the amount of $771,265.00 for the Approach Improvements to Runway 17-35. (Bid 25-161)

If you have any questions, please contact me.

In Service,

Tameka Allen, Administrator

TA/nd

AUGUSTA REGIONAL AIRPORT

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ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman
August Aviation Commission

Date

NOTICE OF AWARD

TO: **REEVES CONSTRUCTION COMPANY**

PROJECT: **AUGUSTA REGIONAL AIRPORT DITCH ENCLOSURE PH II**

The Owner has considered the bid submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of $5,285,229.60.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 202_ .

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20_____.

BY:_____

TITLE:_____

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____, a

corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of _____ Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated _____ entered into a Contract with OWNER for the construction of **AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II** , Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and responsible bidder, arrange for a contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____

a corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II** , in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished,

or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a Georgia state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II**

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within _____ (___) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore _____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
this the _____ day of _____, 20_____.

TITLE:_____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 202___ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and Reeves Construction Company, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to make improvements and enclose the Southeast Drainage Ditch – Phase II for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1
SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director**. The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission**. The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner**. Augusta, Georgia's Commission.

1.2.4 **Engineer**. The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

1.2.5 **Project**.

Base Bid: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 557 linear feet of existing storm sewer pipe, and the installation of approximately 1,784 linear feet of new storm sewer pipe.

Bid Alternate 1: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 70 linear feet of existing storm sewer pipe, and the installation of approximately 880 linear feet of new storm sewer pipe.

1.2.6 **Airport's Administrator**. Airport's Representative shall be the Airport's Executive Director or his designee.

1.2.7 **Contractor's Representative(s)**. The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.

1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.

1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.

1.5 **Design, Standards and Practices**. The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II
TERM

2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued September 1, 2025. The Contractor will mobilize with sufficient forces such that all work is completed within one hundred and forty-five (145) calendar days after the issuance of the NTP. If Bid Alt 1 is to be awarded, the number of days as indicated in Section 80 of the General Provisions shall be added to the contract and the duration of the project shall be adjusted accordingly. There shall be no additional calendar days given for mobilization of bid alternates. Contract time charges will begin as set forth in Section 80 of the General Provisions.

2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III
LIQUIDATED DAMAGES

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial

Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV
PAYMENT

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on March 19, 2025, with a contract price of $5,285,229.60.

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

1) 90% of Work completed as determined by Engineer.
2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.)

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices**.

Contractor shall submit invoices to:

Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments**. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, and schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower

tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V
FINAL INSPECTION

5.1 Upon notice from the Contractor that the Work is completed, the Owner shall request the Contractor to be available during the course of final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI
ACCEPTANCE AND FINAL PAYMENT

6.1 **Final Payment**. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.

6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII
CHANGES

7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.

7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.

7.3 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 Augusta Aviation Commission or Augusta, Georgia 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.

ARTICLE VIII
INSURANCE

8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.

8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."

8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.

8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.

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

8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.

8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

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

Workers' Compensation	Georgia Statutory
Employer's Liability	$1,000,000.00 Limit Each Accident $1,000,000.00 Limit Disease Aggregate $1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage with limits no less than five million dollars ($5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance**. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars ($5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, and elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability**: $2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars ($2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 **Subcontractors**. It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It also is the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name “Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees, and volunteers” as additional insureds.

ARTICLE IX
AIRPORT SECURITY REQUIREMENTS

9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.

9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.

9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community, and credit reports for the Contractor, as well as its employees.

9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.

9.5 Contractor shall pay all costs associated with providing SIDA badges.

9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of Georgia in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and

10.2 The execution, delivery, and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity, or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and

10.3 The execution, delivery, and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

10.4 No action, suit, or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and

10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

11.1 **Delivery**. All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled “Addresses”.

11.2 **Receipt**. Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number**. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses**.

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers, or Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit

15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 **Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards, and Methods described herein.

16.2 **Force Majeure**

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;
16.2.3.2 any act of God;
16.2.3.3 inclement weather;
16.2.3.4 earthquake;
16.2.3.5 fire;
16.2.3.6 explosion;
16.2.3.7 flood;
16.2.3.8 strike or other labor dispute;
16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
16.2.3.10 delay or failure to act of any governmental or military authority;
16.2.3.11 any war, hostility or invasion;
16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
16.2.3.13 any legal proceedings;
16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part; or,
16.2.3.15 any disease, epidemic, or pandemic.

16.3 Commercial Activities

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 Records and Audit

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required**. Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten (10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities**. No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound**. This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture**. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 **Waiver**

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 **Compliance with Applicable Laws and Regulations**

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, and pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 **Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 **Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will 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 through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal, and all related fees.

16.15 **Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 **Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contact.

16.17 **Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 **Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 **Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 **Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 **Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 **Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

_____
Garnett L. Johnson, Jr. Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

_____
Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

_____

Sworn to and subscribed before me

this ____ day of _____, 202_.

_____

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Project Manual

for

SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II

ISSUED FOR BID

Prepared for

Augusta Aviation Commission

Augusta Regional Airport

Augusta, GA

Mead & Hunt No. 0119700-210463.01

Prepared by

October 2024

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Augusta GEORGIA

Attachment B

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

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Proponent: Reeves Construction Company

Street Address: 1 APAC Industrial Way

City, State, Zip Code: Augusta, GA 30907

Phone: (706)731-5230 Fax: (706) 731-8620 Email: dsuggs@reevescc.com

Do You Have A Business License? Yes: X No: ____

Augusta, GA Business License # for your Company (Must Provide): LCC20070035336

And/or Your State/Local Business License # for your Company (Must Provide): ____

Utility Contractors License # (Must Provide if applicable): UC300349 MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): GCCO006129

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

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

List the State, City & County that issued your license: Georgia, Augusta, Richmond County

Acknowledgement of Addenda: (#1) X : (#2) ____: (#3) ____: (#4) ____: (#5) ____: (#6) ____: (#7) ____: (#8) ____:
NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

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

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

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

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

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

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

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

Non-Collusion of Prime Proponent

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

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

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

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

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

Conflict of Interest

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

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

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

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

c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (l)

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.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

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

For additional information or to enroll your company, visit the **State of Georgia** website:
https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300_10 1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER $2,499.00 **Date of Authorization**

** **(E-Verify Number)** 667047 3/12/2018

Reeves Corporate — **Name of Contractor**

Southeast Drainage Enclosure [illegible] — **Name of Project/Bid Number**

REEVES CONSTRUCTION CORPORATE SEAL 1955 GEORGIA

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 19, 20 25 in Augusta (City), Georgia

Dallas B Suggs, Region Manager
Signature of Authorized Officer or Agent **Printed Name and Title of Authorized Officer or Agent**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19th **DAY OF** March, 2025

William Brandon Cooper Notary Public Columbia Co., GA

November 16, 2027
Notary Public **My Commission Expires:** **NOTARY SEAL**

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

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

Augusta
GEORGIA

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

Systematic Alien Verification for Entitlements (SAVE) Program

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

#25-150 Southeast Drainage Ditch Enclosure Ph II
[ITB Project Number and Project Name]

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

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

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

OR

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

OR

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

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

REEVES CONSTRUCTION CORPORATE SEAL 1955 GEORGIA

Signature of Applicant

Dallas B Suggs
Printed Name

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 19th DAY OF March 2025

_____
Notary Public

William Brandon Cooper Notary Public Columbia Co., GA

My Commission Expires: November 16, 2027 **NOTARY SEAL**

***Note:* THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**
Rev. 2/17/2016

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned REEVES CONSTRUCTION COMPANY

as **Principal,** and Liberty Mutual Insurance Company

as **Surety,** are hereby

held and firmly bound unto Augusta/Richmond County Commission as **Owner**

in the penal sum of Ten Percent of Amount Bid (10%)

for the payment of which, well and truly to be made, we hereby jointly and severally

bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 19 day of March, 2025.

The conditions of the above obligation is such that whereas the Principal has submitted to the Augusta Airport Aviation Commission certain Bill, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Construction of:

BID ITEM #25-150 AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II

NOW THEREFORE,

(a) If said bid shall be rejected, or in the alternate,
(b) If said bid shall be accepted, and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bill) and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bill, the this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, thereby stipulates and agrees that obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)
Principal REEVES CONSTRUCTION COMPANY

REEVES CONSTRUCTION CORPORATE SEAL 1955 GEORGIA

Surety Liberty Mutual Insurance Company

By:

Michelle Anne McMahon, Attorney - In - Fact (SEAL)
Georgia Non-Resident Agent License Number: 3082975

(1) Date of Bond must be same date as bid.

(2) Bond must be signed or countersigned by Surety's proper Georgia Resident Agent. Date of Power-of-Attorney shall be same date as date of Bond.

(3) If a Partnership, all partners shall execute Bond.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets		Liabilities	
Cash and Bank Deposits	$1,850,245,073.00	Unearned Premiums	$10,298,963,305.00
*Bonds – U.S Government	$3,859,565,383.00	Reserve for Claims and Claims Expense	$28,848,537,243.00
*Other Bonds	$21,048,805,773.00	Funds Held Under Reinsurance Treaties	$360,714,151.00
*Stocks	$19,937,271,802.00	Reserve for Dividends to Policyholders	$1,310,198.00
Real Estate	$122,228,711.00	Additional Statutory Reserve	$296,126,000.00
Agents' Balances or Uncollected Premiums	$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities	$7,622,413,466.63
Accrued Interest and Rents	$186,906,667.00	**Total**	**$47,428,064,363.63**
Other Admitted Assets	$15,677,869,683.63	Special Surplus Funds	$209,508,757.00
Total Admitted Assets	**$70,891,553,519.63**	Capital Stock	$10,000,075.00
		Paid in Surplus	$13,834,867,488.00
		Unassigned Surplus	$9,409,112,836.00
		Surplus to Policyholders	$23,463,489,156.00
		Total Liabilities and Surplus	**$70,891,553,519.63**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

BID FORM

(Failure to furnish all requested data will be cause for considering BIDDER non-responsive and may render this BID invalid on that basis.)

BID FOR: **AUGUSTA REGIONAL AIRPORT**
SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II

SUBMITTED TO: Augusta-Richmond County
Attn: Procurement Director
535 Telfair Street, Room 605
Augusta, GA 30901

SUBMITTED BY: Reeves Construction Company
Bidder's Name

1 APAC Industrial Way
Address

Augusta, GA 30907
City, State and Zip Code

(706)731-5230/(706) 731-8620 3/19/2025
Phone / Fax Date Completed

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders" accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of the Bid Security; proposes and agrees, if awarded the Contract, to enter into an agreement with the Owner utilizing the form Contract included in the Bid Documents. Bidder shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under the Contract within the time indicated in the contract, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in this Bid Schedule.

2. This Bidder's bid shall remain open for ninety (90) days after the day of Bid opening. If awarded a contract, Bidder will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) calendar days after the date indicated in Owner's Notice of Award.

3. In submitting this Bid, the Bidder represents that:

   a. Bidder has become thoroughly familiar with the terms and conditions of the Bid Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.

   b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

d. No member of the Augusta Board of Commissioners, Aviation Commission or other officers or employees of said Owner Is interested directly or indirectly in the bid or in any portion of the bid or in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such bid without such full disclosure being made.

e. It is a condition of this bid and any subsequent contract entered into pursuant to this bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any subcontractor shall not require any laborer to mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards, Title 29 , CFR Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards act, Stat. 96; that is further condition of this bid that Bidder shall be solely responsible for the enforcement of such Construction and Health Standards, and that Bidder fully understands that the Owner and its authorized representatives will not assume any liability resulting from the Contractor's failure to police and enforce all such standards.

f. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

g. The unit prices bid include all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labor including but not limited to increases in federal, state and local sales taxes and income or FICA taxes.

4. **Contract Time:** Bidder agrees that:

a. The work will be completed within the timeframes described in the General Provisions and the Construction Documents.

b. Bidder shall commence work with an adequate force and equipment at the time stated in the Notice to Proceed and complete all work by the date established in said Notice. Bidder shall not work overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.

c. **The quantities of work listed in the Bid Schedules are APPROXIMATE and are assumed solely for the comparison of bids. Compensation will be based upon the unit price bid and the ACTUAL quantities of work performed in accordance with the Contract Documents and as accepted by the ENGINEER.**

5. **Bid Schedule:** See attached Pages BF-3 through BF-12.

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
1	C-100.1	Contractor Quality Control Program (CQCP)	1	LS	$170,000.00	$170,000.00
	Written Unit Price	One Hundred Seventy Thousand Dollars & 00/100 Cents				
2	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	1,650	LF	$5.50	$9,075.00
	Written Unit Price	Five Dollars & 50/100 Cents				
3	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	2	EA	$350.00	$700.00
	Written Unit Price	Three Hundred Fifty Dollars & 00/100 Cents				
4	C-102.1c	Construct, Maintain, and Remove Construction Exit	2	EA	$3,300.00	$6,600.00
	Written Unit Price	Three Thousand Three Hundred Dollars & 00/100 Cents				
5	C-102.1e	Construct, Maintain, and Remove Rock Dam	1	EA	$4,100.00	$4,100.00
	Written Unit Price	Four Thousand One Hundred Dollars & 00/100				
6	C-102.1f	Water Quality Monitoring and Sampling	8	EA	$400.00	$3,200.00
	Written Unit Price	Four Hundred Dollars & 00/100 Cents				
7	C-102.1g	Water Quality Inspections	3	EA	$400.00	$1,200.00
	Written Unit Price	Four Hundred Dollars & 00/100 Cents				

BID SCHEDULE – BASE BID
Location of Project: Augusta Regional Airport, Augusta, Georgia
Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
8	C-102.1h	Erosion Control Mobilization	1	LS	$45,000.00	$45,000.00
	Written Unit Price	Forty-Five Thousand Dollars & 00/100 Cents				
9	C-102.1i	Emergency Erosion Control Mobilization	1	LS	$5,000.00	$5,000.00
	Written Unit Price	Five Thousand Dollars & 00/100 Cents				
10	C-102.1j	Rip Rap, Type III 18" Depth	80	SY	$125.00	$10,000.00
	Written Unit Price	One Hundred Twenty-Five Dollars & 00/100 Cents				
11	C-105.1	Mobilization, Cleanup, and Demobilization	1	LS	$345,000.00	$345,000.00
	Written Unit Price	Three Hundred Forty-Five Thousand Dollars & 00/100 Cents				
12	C-105.2	Airfield Safety and Traffic Control	1	LS	$301,900.00	$301,900.00
	Written Unit Price	Three Hundred One Thousand Nine Hundred Dollars & 00/100 Cents				
13	P-101.1	Remove Existing 30-72" RCP	570	LF	$41.00	$23,370.00
	Written Unit Price	Forty-One Dollars & 00/100 Cents				
14	P-101.2	Remove Existing Concrete Headwall	2	EA	$3,300.00	$6,600.00
	Written Unit Price	Three Thousand Three Hundred Dollars & 00/100 Cents				

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
15	P-151.1	Tree Clearing and Grubbing	2	AC	$13,500.00	$27,000.00
	Written Unit Price	Thirteen Thousand Five Hundred Dollars & 00/100 Cents				
16	P-152.1	Unclassified Excavation, Select Fill from Off-Site Material	1,810	CY	$25.00	$45,250.00
	Written Unit Price	Twenty-Five Dollars & 00/100 Cents				
17	P-152.2	Borrow Excavation, Select Fill from On-Site Material	7,250	CY	$15.00	$108,750.00
	Written Unit Price	Fifteen Dollars & 00/100 Cents				
18	P-152.3	Unsuitable/Over excavation	1,000	CY	$123.00	$123,000.00
	Written Unit Price	One Hundred Twenty-Three Dollars & 00/100 Cents				
19	D-701.1	Concrete Sewer Pipe, 30-inch, Class V	160	LF	$304.00	$48,640.00
	Written Unit Price	Three Hundred Four Dollars & 00/100 Cents				
20	D-701.2	Concrete Sewer Pipe, 72-inch, Class V	700	LF	$965.00	$675,500.00
	Written Unit Price	Nine Hundred Sixty-Five Dollars & 00/100 Cents				
21	D-701.3	Concrete Sewer Pipe, 84-inch, Class V	940	LF	$1,165.00	$1,095,100.00
	Written Unit Price	One Thousand One Hundred Sixty-Five Dollars & 00/100 Cents				

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
22	D-751.1	Airfield Inlet with Aircraft Rated Grate	2	EA	$51,000.00	$102,000.00
	Written Unit Price	Fifty-One Thousand Dollars & 00/100 Cents				
23	D-751.2	Airfield Manhole with Aircraft Rated Lid	2	EA	$67,000.00	$134,000.00
	Written Unit Price	Sixty-Seven Thousand Dollars & 00/100 Cents				
24	D-751.3	Connect New Storm Sewer Pipe to Existing Storm Pipe	2	EA	$5,900.00	$11,800.00
	Written Unit Price	Five Thousand Nine Hundred Dollars & 00/100 Cents				
25	D-752.1	Concrete Storm Headwall	2	EA	$35,000.00	$70,000.00
	Written Unit Price	Thirty-Five Thousand Dollars & 00/100 Cents				
26	T-901.1	Temporary Seeding	5	AC	$3,700.00	$18,500.00
	Written Unit Price	Three Thousand Seven Hundred Dollars & 00/100 Cents				
27	T-901.2	Permanent Seeding	5	AC	$4,100.00	$20,500.00
	Written Unit Price	Four Thousand One Hundred Dollars & 00/100 Cents				
28	T-901.3	Seeding, Staging Area	1	AC	$4,100.00	$4,100.00
	Written Unit Price	Four Thousand One Hundred Dollars & 00/100 Cents				

BID SCHEDULE – BASE BID

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
29	T-904.1	Sodding	165	SY	$22.00	$3,630.00
	Written Unit Price	Twenty-Two Dollars & 00/100 Cents				
30	T-905.1	Topsoiling (Obtain on Site or Removed from Stockpile)	6,900	CY	$6.00	$41,400.00
	Written Unit Price	Six Dollars & 00/100 Cents				
31	T-905.2	Topsoiling, Staging Area	2,762	CY	$6.00	$16,572.00
	Written Unit Price	Six Dollars & 00/100 Cents				
32	T-905.2	Mulching	5	AC	$350.00	$1,750.00
	Written Unit Price	Three Hundred FiftyDollars & 00/100 Cents				

Total Base Bid = $3,479,237.00

Total Base Bid Written = Three Million Four Hundred Seventy-Nine Thousand Two Hundred Thirty-Seven Dollars & 00/100 Cents

BID SCHEDULE – BID ALTERNATE 1

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
1	C-100.1	Contractor Quality Control Program (CQCP)	1	LS	$64,230.00	$64,230.00
	Written Unit Price	Sixty-Four Thousand Two Hundred Thirty Dollars & 00/100 Cents				
2	C-102.1a	Installation, Maintenance, and Removal of Silt Fence or Silt Sock	720	LF	$5.50	$3,960.00
	Written Unit Price	Five Dollars & 50/100 Cents				
3	C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap	1	EA	$350.00	$350.00
	Written Unit Price	Three Hundred Fifty Dollars & 00/100 Cents				
4	C-102.1c	Construct, Maintain, and Remove Construction Exit	1	EA	$3,300.00	$3,300.00
	Written Unit Price	Three Thousand Three Hundred Dollars & 00/100 Cents				
5	C-102.1d	Construct, Maintain, and Remove Check Dam	2	EA	$4,100.00	$8,200.00
	Written Unit Price	Four Thousand One Hundred Dollars & 00/100 Cents				
6	C-102.1e	Construct, Maintain, and Remove Rock Dam	2	EA	$4,100.00	$8,200.00
	Written Unit Price	Four Thousand One Hundred Dollars & 00/100 Cents				
7	C-102.1f	Water Quality Monitoring and Sampling	6	EA	$400.00	$2,400.00
	Written Unit Price	Four Hundred Dollars & 00/100 Cents				

BID SCHEDULE – BID ALTERNATE 1

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
8	C-102.1g	Water Quality Inspections	2	EA	$400.00	$800.00
	Written Unit Price	Four Hundred Dollars & 00/100 Cents				
9	C-102.1h	Erosion Control Mobilization	1	LS	$24,500.00	$24,500.00
	Written Unit Price	Twenty-Four Thousand Five Hundred Dollars & 00/100 Cents				
10	C-102.1i	Emergency Erosion Control Mobilization	1	LS	$6,000.00	$6,000.00
	Written Unit Price	Six Thousand Dollars & 00/100 Cents				
11	C-102.1j	Rip Rap, Type III 18" Depth	930	SY	$90.00	$83,700.00
	Written Unit Price	Ninety Dollars & 00/100 Cents				
12	C-102.1k	Erosion Control Blanket/Matting	300	SY	$2.00	$600.00
	Written Unit Price	Two Dollars & 00/100 Cents				
13	C-105.1	Mobilization, Cleanup, and Demobilization	1	LS	$30,000.00	$30,000.00
	Written Unit Price	Thirty Thousand Dollars & 00/100 Cents				
14	C-105.2	Airfield Safety and Traffic Control	1	LS	$10,000.00	$10,000.00
	Written Unit Price	Ten Thousand Dollars & 00/100 Cents				

BID SCHEDULE – BID ALTERNATE 1
Location of Project: Augusta Regional Airport, Augusta, Georgia
Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
15	P-101.1	Remove Existing 30-72" RCP	75	LF	$41.00	$3,075.00
	Written Unit Price	Forty-One Dollars & 00/100 Cents				
16	P-101.2	Remove Existing Concrete Headwall	1	EA	$3,300.00	$3,300.00
	Written Unit Price	Three Thousand Three Hundred Dollars & 00/100 Cents				
17	P-152.1	Unclassified Excavation, Select Fill from Off-Site Material	2,430	CY	$25.00	$60,750.00
	Written Unit Price	Twenty-Five Dollars & 00/100 Cents				
18	P-152.2	Borrow Excavation, Select Fill from On-Site Material	9,720	CY	$15.00	$145,800.00
	Written Unit Price	Fifteen Dollars & 00/100 Cents				
19	P-152.3	Unsuitable/Over excavation	1,000	CY	$123.00	$123,000.00
	Written Unit Price	One Hundred Twenty-Three Dollars & 00/100 Cents				
20	D-701.2	Concrete Sewer Pipe, 72-inch, Class V	200	LF	$1,000.00	$200,000.00
	Written Unit Price	One Thousand Dollars & 00/100 Cents				
21	D-701.3	Concrete Sewer Pipe, 84-inch, Class V	700	LF	$1,165.00	$815,500.00
	Written Unit Price	One Thousand One Hundred Sixty-Five Dollars & 00/100 Cents				

BID SCHEDULE – BID ALTERNATE 1
Location of Project: Augusta Regional Airport, Augusta, Georgia
Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
22	D-751.2	Airfield Manhole with Aircraft Rated Lid	1	EA	$67,000.00	$67,000.00
	Written Unit Price	Sixty-Seven Thousand Dollars & 00/100 Cents				
23	D-751.4	Connect Storm Sewer Pipe to Existing Storm Structure	1	EA	$5,900.00	$5,900.00
	Written Unit Price	Five Thousand Nine Hundred Dollars & 00/100 Cents				
24	D-752.1	Concrete Storm Headwall	1	EA	$39,000.00	$39,000.00
	Written Unit Price	Thirty-Nine Thousand Dollars & 00/100 Cents				
25	T-901.1	Temporary Seeding	4	AC	$3,700.00	$14,800.00
	Written Unit Price	Three Thousand Seven Hundred Dollars & 00/100 Cents				
26	T-901.2	Permanent Seeding	4	AC	$4,100.00	$16,400.00
	Written Unit Price	Four Thousand One Hundred Dollars & 00/100 Cents				
27	T-901.3	Seeding, Staging Area	1	AC	$4,100.00	$4,100.00
	Written Unit Price	Four Thousand One Hundred Dollars & 00/100 Cents				
28	T-904.1	Sodding	80	SY	$22.00	$1,760.00
	Written Unit Price	Twenty-Two Dollars & 00/100 Cents				

BID SCHEDULE – BID ALTERNATE 1

Location of Project: Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
29	T-905.1	Topsoiling (Obtain on Site or Removed from Stockpile)	6,900	CY	$6.00	$41,400.00
	Written Unit Price	Six Dollars & 00/100 Cents				
30	T-905.2	Topsoiling, Staging Area	2,762	CY	$6.00	$16,572.00
	Written Unit Price	Six Dollars & 00/100 Cents				
31	T-908.1	Mulching	4	AC	$350.00	$1,400.00
	Written Unit Price	Three Hundred Fifty Dollars & 00/100 Cents				

Total Bid Alternate 1 = $1,805,997.00

Total Bid Alternate 1 Written = One Million Eight Hundred Five Thousand Nine Hundred Ninety-Seven Dollars & 00/100 Cents

BID SUMMARY

Base Bid = $3,479,237.00

Base Bid Written = Three Million Four Hundred Seventy-Nine Thousand Two Hundred Thirty-Seven Dollars & 00/100 Cents

Bid Alternative 1 = $1,805,997.00

Bid Alternative 1 Written = One Million Eight Hundred Five Thousand Nine Hundred Ninety-Seven Dollars & 00/100 Cents

Total Base Bid + Bid Alternate 1 = $5,285,234.00

Total Base Bid + Bid Alternate 1 Written = Five Million Two Hundred Eighty-Five Thousand Two Hundred Thirty Four Dollars & 00/100 Cents

6. **Determination of Low Bidder:** Low bidder will be determined based on the total of the base bid plus all bid alternates regardless of the alternates chosen for the project. Owner shall reserve the right to award the overall project and alternate as deemed fit.

7. **Execution of Contract:** Bidder agrees that in case of failure on its part to execute the said Contract and Bonds within fifteen (15) days after the date indicated in the "Notice of Award," the check or bid bond accompanying this bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Security or check accompanying this bid shall be returned to the undersigned.

8. **Documentation:** The following required documents are attached to and made a part of this bid

   a. Required Bid Security in the form of a Bid Bond payable to the order of the City of Augusta;
   b. Performance of Work by Subcontractor List;
   c. Certificate of Prompt Payment

9. Name and business address (mailing and street) of Bidder to which all formal notices shall be sent:

   Reeves Construction Company

   1 APAC Industrial Way

   Augusta, GA 30907

10. The terms used in this bid, which are defined in the General Provisions of the Construction Contract as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.

11. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date
1	3/12/2025

12. **The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.**

Georgia Corporation since 1955

Signed this 19th day of March, 2025.

Contractor
Reeves Construction Company

By: _____
(Signature of individual, partner or officer signing the Bid)

(SEAL)

UC300349
License Number

ATTEST: _____

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation. If Contractor is a Partnership, all partners shall execute the bid (add spaces as required).

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes to use the subcontractors listed below on this project if awarded the Contract. Please list all proposed subcontractors, trade specialty and dollar value of their work. The Bidder shall obtain prior written permission of the Owner should it choose to add or substitute other subcontractor(s) not shown below.

Subcontractor Name/Address/Phone Number	Subcontractor Work Items	Dollar Value of Subcontractor Work
Terra Excavating Augusta GA	Clearing and Grubbing	$27,000.00
CSI Geo, LLC Jacksonville, FK	Testing	$146,000.00
Beams Contracting Beech Island, SC	Headwalls	$103,564.00
Charles Ware, LLC Augusta GA	Erosion Control	$155,825.00
GL Williams Graniteville SC	Hauling	$140,000

Estimated Total Cost of Items that Bidder states will be performed by Subcontractors is:

$ 572,389.00 .

CERTIFICATION OF PROMPT PAYMENT

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 Owner. The prime Contractor further agrees 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 from the Owner. This clause applies to both DBE and non-DBE subcontractors.

Reeves Construction Company
Name of Bidder's
Authorized Representative
(Please Print or Type Name)

Signature of Bidder's
Authorized Representative

Region Manager
Title of Bidder's
Authorized Representative

3/19/2025
Date

REEVES CONSTRUCTION CORPORATE SEAL 1955 GEORGIA

REEVES
A COLAS COMPANY

FINANCIAL AND EXPERIENCE STATEMENT

REEVES CONSTRUCTION COMPANY EAST REGION

Contacts:

Dallas Suggs, East Region Manager, Corp Asst Secretary	706-731-5230
Greg Hamilton, Chief Estimator	706-731-5254
Robin Smith, Construction Manager	706-731-5225
Steve Drake, Plant Manager	706-731-5223

Please note Reeves Construction Company has sufficient employees in all areas or our company to complete any project bid. When additional crews are needed we have access to employees from other region offices.

Local office:
1 APAC Industrial Way
Augusta, GA 30907
Phone: 706-731-5230
Fax: 706-731-8620

Mailing Address:
1 APAC Industrial Way
Augusta, GA 30907

CORPORATE OFFICERS:
Zach Green , President
Tracy Loyd, Chief Financial Officer
Rob Loar, Vice President/Assistant Secretary

Corporate Office
250 Plemmons Road Duncan, SC 29334
Phone: 864-416-0200
Fax: 864-416-0201

REEVES
A COLAS COMPANY

BONDING AND ADDITIONAL INFORMATION

Bonding Company: Liberty Mutual/Willis HRH
Agent: Chad Johnson
One World Financial Center; 200 Liberty St.; 6th Floor
New York, NY 10281
212-915-8199
Bond Request during past 3 Years: Approximately 1000

Dun & Bradstreet Number: 00-580-8449
Parent Company: Colas, Inc. Duns #:606103737
Trade Style: Highway Construction Company/Asphalt Production

Business Location:	**One APAC Industrial Way, Augusta, GA 30907**
Mailing Address:	**P O Box 1129, Augusta, GA 30903**
Classification:	**Paving & Street Contractor, Grading, Utilities**
Phone:	**706-731-5230**
Fax:	**706-731-8620**
FEDERAL ID:	**58-0641369**

Incorporated February 1, 1955, State of Georgia
GA License #: UC300349
GADOT Pre-qualified Contractors License #: 2RE390
SC License #: G102922
Augusta/Richmond County Business License #LCC20070035336
EEV # 667047 Authorized 03/12/18

Region Manager:	**Dallas Suggs**
Chief Estimator:	**Greg Hamilton**

REEVES
A COLAS COMPANY

ADDITIONAL CREDIT FACTS

BANK REFERENCES:

The Bank of New York Mellon
500 Ross St., Suite 1320
Pittsburgh, PA 15219
Attn: Dave Danielson
(412) 234-9270 Phone
(412) 234-5339 Fax
Account No. 2-923-548
Demand Deposit

Bank of America
1455 Grant St., Bldg A -10th Floor
Concord, CA 94520-2445
1-900-733-5100
(credit inquiry – fee assessed)
Account No.: 1499710913
Reeves Construction AP Account

Reeves Construction Company is sales taxable.

It is against company policy to release financial information. For specific question, please contact our Region Controller, Paul Caputo at 706-731-5230, or fax written questionnaire to 706-731-8620.

The only litigations associated with our company are minor as is normal with any large corporation. There are no outstanding litigations that would impact the company's financial status or stability of our company.

REEVES
A COLAS COMPANY

TRADE REFERENCES

Tractor & Equipment Company
5336 Airport Highway
Birmingham, AL 35212
866-591-2131
205-510-0462 FAX
Customer Acct: REEVE009

NuStar Marketing, LLC
P.O. Box 974487
Dallas, TX 75397-4487
229-435-6262

Yancey Brothers
P O Box 1087
Albany, GA 31707
877-687-8270

Vulcan Materials
5868 Columbia Rd.
Grovetown, Ga. 30813
706-541-0187
706-541-9161 FAX
Acct: 3117691

ASC Construction Equipment, USA
9115 Harris Corners Parkway
Suite 450
704-494-8100
Customer # 103235

Reeves Construction Equipment List

Reeves Equipment No.	Make & Type	Model
110500	95 FORD ASPHALT SVC	F800
110501	06 INT'L ASPH SVC TR	4400
110503	07 FORD ASP SER TRK	F650
110504	07 FREIGHTLINER LUBE	M2
110505	08 FORD ASPH SERVICE	F650
110506	94 FORD LUBE SV TRK	LN7000
110507	08 FORD ASPH SERVICE	F650
110508	95 FORD ASPHALT SVC	F800
110510	01 FORD LUBE SERV TR	F750
110514	95 FORD ASP SER TRK	L8000
110516	95 FORD ASPHALT SVC	F800
110521	96 INT'L ASP SV TRK	4700
110522	96 INT'L ASP SV TRK	4700
110523	95 INTL LUBE SV TRK	4700
110524	95 INTL LUBE SV TRK	1995
110525	01 INTL LUBE SV TRK	4700
110526	95 INTL LUBE SV TRK	4700
110528	88 FORD LUBE SERV TR	F700
110536	99 GMC ASPH SERVICE	C70
110537	99 GMC ASPH SERVICE	C70
110538	99 FORD ASPHLT SVC T	F350
110539	80 FORD SVC TRK IRP	LN7000
110540	97 CHEV SVC TRK IRP	C7010
110550	07 FORD PIPE CREW SV	F450
1111100	95 FORD/ETNYRE DIST	F700
1111101	06 FORD/ETYNRE S4344	F750
1111102	98 CHEV DISTRIBUTOR	1998
1111103	84 INTNL DISTRIBUTOR	1984
1111109	93 FORD 1981 DIST J7	LN8000
1111110	93 FORD/ETN DIST S-1	LN8000
1111115	94 INT'L/ETNYRE S-14	4700
1111118	97 FORD/96 ETNYRE DI	S2000
1111119	96 FORD/96 ETNYRE DI	S2000
1111120	99 ETNYRE DIST	S2000S2604
1111121	95 FORD & ETNRE DIST	1995
1111122	96 FORD & ETNRE DIST	1996
1111123	04 FORD & ETNYRE DIS	2004 F750
1111124	06 INT'L/ETYNRE S417	7300
1111150	98 FRTLINER/ETNRE DI	FL70
1111152	96 FORD DISTRIBUTOR	F8000
2013600	07 INGERSOLL SP RT R	PT125R
2013601	95 INGERSOLL SP RT R	PT125R
2013604	03 INGERSOLL SP RT R	PT-125R
2013605	03 INGER SP RT ROLLE	PT125R
2013606	96 INGER SP RT ROLLE	PT125R
2013607	94 INGERSOLL SP RT R	PT125R
2013609	94 INGERSOLL SP RT R	PT125R
2013613	92 INGERSOLL SP RT R	PT120R

Reeves Construction Equipment List

Reeves Equipment No.	Make & Type	Model
2013615	99 INGERSOLL SP RT R	PT125R
2013618	94 INGERSOLL SP RT R	PT-125R
2013619	94 INGERSOLL SP RT R	PT-125R
2013620	94 INGERSOLL SP RT R	PT-125R
2013624	02 INGERSOLL RT ROLL	PT125R
2013625	04 INGERSOLL RT ROLL	PT125R
2013630	96 INGER SP RT ROL	PT125R
2013650	96 INGER SP RT ROLLE	PT125R
2013651	97 INGER SP RT ROLLE	PT125R
2013652	98 INGER SP RT ROLLE	PT125R
2013653	99 CAT PNEUMATIC ROL	PS150B
2083202	87 INGERSOLL VIB SHE	SPF/56
2083203	88 DYNAPAC VIB SHEEP	CA/25/PD
2083208	99 IR VIB SHEEPFOOT	SD115
2083210	95 INGERSOLL VIB SHP	SD100F
2083213	92 CAT VIB SHEEP FOO	CP563
2083215	97 INGERSOLL VIB SHP	SD-100-F
2083216	99 INGER RAND VIB SH	SD115F
2083217	04 IR VIB SHEEPFOOT	SD116F
2083230	94 INGER RAND PAD FO	SD-100-F
2113513	69 SEAMAN DUOPAC ROL	20DTR
2133300	94 INGERSOLL VIB ROL	SD-100
2133301	03 INGERSOLL VIB ROL	SD100D
2133303	04 ING RAND ROLLER 8	SD100TF
2133304	86 INGERSOLL VIB ROL	SP56
2133306	86 INGERSOLL VIB ROL	SD-100
2133308	04 INGERSOLL RAND RO	SD100D
2133313	97 INGERSOLL VIB ROL	SD-100
2133314	91 INGERSOLL VIB ROL	SD100
2133316	94 DYNAPAC VIB ROLLE	CA251
2133317	98 DYNAPAC VIB ROLLE	CA252D
2133318	98 DYNAPAC VIB ROLLE	CA252D
2133321	98 CATERPILLAR VIB R	CS563D
2133322	00 INGERSOLL RAND RO	SD100D
2133330	96 IR RAND ROLLER SI	SD100D
2133331	96 IR RAND ROLLER SI	CS431C
2133332	97 IR RAND ROLLER SI	SD100D
2153700	07 IR DD VIB ROLLER	DD24
2153702	94 CAT DD ROLLER	CB224C
2153713	95 IR DD VIB ROLLER	DD24
2153719	02 IR DD VIB ROLLER	DD24
2153734	00 IR DD VIB ROLLER	DD-24
2163718	84 IR VIB RMBL ROLL	DA40
2163725	86 IR VIB RUMBLE ROL	DA40
2163729	94 INGER DD VIB ROLL	DD90
2163737	99 CAT DD VIBR ROLLE	CB534C
2163738	03 INGER DD VIB ROLL	DD90
2163739	05 IR DD VIB ROLLER	DD90

Reeves Construction Equipment List

Reeves Equipment No.	Make & Type	Model
2163740	96 INGER DD VIB ROLL	DD90
2163741	97 INGER DD VIB ROLL	DD90
2163742	04 INGER DD VIB ROLL	DD90
2163744	04 INGER DD VIB ROLL	DD90
2163745	04 INGER DD VIB ROLL	DD90
2163751	99 DYNAPAC DDVIB ROL	CC522
2163752	99 DYNAPAC DDVIB ROL	CC522
2163753	01 IR DD VIB ROLL 66	DD-90
2163756	03 IR RAND DDVIB ROL	DD-90
2163757	03 INGER DD VIB ROLL	DD90
2163758	05 IR DD VIB ROLLER	DD90
2163759	06 IR DD VIB ROLLER	DD90-HF
2163771	95 INGER DD VIB ROLL	DD90
2163774	99 INGER DD VIB ROLL	DD110-HF
2163775	88 HYPAC C340C ROLLE	C340C
2163776	07 INGER DD VIB ROLL	DD90-HF
2163777	07 INGER DD VIB ROLL	DD90-HF
2163778	07 INGER DD VIB ROLL	DD90-HF
2173748	99 CAT DD VIB ROLLER	CB634C
2173749	99 IR RAND DDVIB ROL	DD130
2173750	98 IR RAND DDVIB ROL	DD130
2173754	01 IR RAND DDVIB ROL	DD125
2173755	02 IR RAND DDVIB ROL	DD125
2173780	00 IR RAND DD VIB RO	DD130
2173781	04 CAT DD VIB ROLL	CB534
2192302	06 CAT SKDSTEER LOAD	242B
2192306	99 TAKEUCHI SKID STE	TL26
2192308	01 JOHN DEERE CRWL L	250
2192309	04 CAT SKDSTEER LOAD	226
2192310	04 CAT SKID STEER LO	248B
2192350	03 BOBCAT SKIDSTEER	751
2202510	04 KOMAT WHEEL LOADE	WA250PT5
2202513	04 KOMAT WHEEL LOADE	WA250PT5L
2202516	85 CAT WHEEL LOADER	936
2202519	96 KOMAT WH LOAD 2YD	WA250-1
2202520	07 KOMATSU WHEEL LOA	WA250PT-5L
2202522	89 KOMAT WH LOAD 2YD	WA250
2202533	05 CAT WHEEL LOADER	928G
2202534	96 CAT WHEEL LOADER	928F
2202564	98 CAT WHL LOADER 2.	IT28F
2202565	95 CAT WHL LOADER 2.	IT28F
2202566	07 CAT WHEEL LOADER	928GZ
2202567	07 KOMATSU WHEEL LOA	WA320
2212506	95 CAT WHEEL LOADER	938F
2212507	06 CAT WHEEL LOADER	930G
2212511	87 CAT WHEEL LOADER	950B
2212514	07 CAT WHL LOADER	938G II
2212535	97 CAT WHL LOADER 4Y	960F

Reeves Construction Equipment List

Reeves Equipment No.	Make & Type	Model
2212537	97 CAT WH LOAD 3YD	938G
2212542	91 CAT WHEEL LOADER	950E
2212543	96 CAT WHEEL LOADER	950F
2222501	94 CAT WHL LOADER 5Y	966
2222502	04 KOMAT WHL LOADER	WA450-5L
2222503	95 KOM WHL LOAD 4YD	WA380
2222504	06 KOMATSU WHEEL LOA	WA480-5L
2222505	96 CAT WHL LOAD 4YD	970F
2222506	05 CAT WHEEL LOADER	966G
2222517	86 CAT WHEEL LOADER	966D
2222530	94 KOMAT WHL LOADER	WA450
2222538	99 KWSKI WHL LOADER	90ZIV-2
2222550	86 CAT WHEEL LOADER	966D
2222557	04 KOMTSU WH LOADER	WA450-5L
2222558	06 KOMATSU WHEEL LOA	WA450
2222559	06 CAT WHL LOADER 6	972H
2222561	83 CAT WHL LOADER 3.	950B
2222563	01 KWSKI WHL LOADER	80ZIV-2
2222568	07 KOMATSU WHL LOADE	WA480
2222569	07 JDEERE WHEEL LOAD	824J
2272305	94 CAT CRWLOAD RT RA	963
2292833	05 KOMATSU MINI EXCA	PC35MR-2
2292834	06 KOMAT COMPACT HYD	PC78MR-6
2312406	94 CAT EXCAVATOR	322L
2312407	95 HYUNDAI EXCAVATOR	290L-3
2312412	07 CAT EXCAVATOR	325D
2312413	97 CAT EXCAVATOR	325B
2312415	02 KOMATSU EXCAVATOR	PC270-7
2312416	02 KOMATSU EXCAVATOR	PC270-7
2312417	02 KOMATSU EXCAVATOR	PC270LC-7L
2312418	03 KOMATSU EXCAVATOR	PC270LC-7
2312419	03 KOMATSU EXCAVATOR	PC270LC-7
2312420	04 KOMATSU EXCAVATOR	PC270LC-7L
2312421	06 KOMATSU EXCAVATOR	PC220LC8
2312422	05 KOMATSU EXCAVATOR	PC270LC-7L
2312423	06 KOMATSU EXCAVATOR	PC270LC-8
2312424	06 KOMATSU EXCAVATOR	PC220LC-8
2322452	98 CAT EXCAVATOR	330BL
2322453	07 KOMATSU EXCAVATOR	PC300LC-8
2382700	91 CAT GRADER 14FT 1	12G
2382702	94 CAT GRADER 14FT 1	12G W/LASE
2382703	06 CAT GRADER 14FT	12H
2382709	93 CAT GRADER 14FT 1	12G
2382721	88 CAT GRADER 14FT 1	12G
2382732	78 CAT GRADER 12FT 1	12G
2382734	97 CAT GRADE 14FT	12H
2382738	94 CAT GRADER	12G
2382739	94 CAT GRADER	12G

Reeves Construction Equipment List

Reeves Equipment No.	Make & Type	Model
2382743	06 CAT GRADER 14FT	12H
2382750	92 CAT GRADER 135HP	12G
2382751	94 CAT GRADER 135HP	12G
2382754	04 CAT GRADER 140HP	12H
2392701	92 CAT GRADER 14FT 1	140G
2392706	01 CAT GRADER 140HP	140H
2392707	01 CAT GRADER 140 H	140H
2392708	01 CAT GRADER 140 HP	140H
2392716	87 CAT GRADER 14FT 1	140G
2392719	85 CAT GRADER 12FT 1	140G
2392720	87 CAT GRADER 14FT 1	140G
2392722	95 CAT GRADER	140G
2392724	97 CAT GRADE 14FT	140H
2392744	91 CAT GRADER 14FT 1	140G
2392745	97 CAT GRADED 14FT	140H
2392756	07 KOMATSU MOTOR GRA	G0655-3E0
2452200	92 CAT CRAWLER DOZER	D3C
2452203	02 KOMAT CRAWL DOZR	D39P-1A/02
2452205	03 CAT CRAWLER DOZR	D5M
2452206	04 KOMAT CRAWLR DOZE	D37PX-21
2452209	03 KOMAT CRWLER DOZR	D39PX-21
2452216	99 CAT CRAWLER DOZER	D4C
2452253	97 CAT CRAWLER DOZER	D3CXL S111
2462201	94 CAT CRAWLER DOZER	D5H
2462208	07 KOMATSU CRAWLER D	D51 PX-22
2462210	02 CAT CRWLER DOZR 9	D5G
2462228	05 CAT CRWLR DOZR 90	D5GLGP
2462229	05 CAT CRWLR DOZR 90	D5GLGP
2462250	97 CAT CRAWLER DOZER	D5M LGP
2462251	99 CAT CRAWLER DOZER	D5M LGP
2462252	95 CAT CRAWLER DOZER	D5H XL
2472202	78 CAT CRWLER DOZER	D6D
2472207	84 CAT CRAWLER DOZR	D6D
2472212	88 CAT CRWLR DOZR 16	D6H
2472214	03 J DEERE CRWLR DOZ	650H
2472220	97 CAT CRWLR DOZR 16	D6R
2472222	93 KOMAT CRWL DOZR 1	D65EX
2472254	78 CAT CRAWLER DOZER	D6D
2482227	80 CAT CRWLR DOZR 20	D-7
2532800	07 JOHN DEERE BACKHO	410J
2532801	07 JOHN DEERE BACKHO	410J
2532806	97 CAT WHEEL BACKHOE	426B
2532807	97 CAT WHEEL BACKHOE	426B
2532809	95 JD WH BHOE 1YD 75	410D
2532810	93 JD WH BHOE 1YD 75	410D
2532811	93 JD WH BHOE 1YD 75	410D
2532813	04 KOMATSU WHL BACKH	WB140-2N
2532816	94 JD BACKHOE	310D

Reeves Construction Equipment List

Reeves Equipment No.	Make & Type	Model
2532830	02 JD WHEELED BACKHO	410G
2532831	02 JD WHEELED BACKHO	410G
2532832	05 JD WHEELED BACKHO	410G
2532835	06 JD WHEELED BACKHO	410G
2532836	06 JD BACKHOE 1.3YD	310SG
2532837	07 CAT ITC BACKHOE	420E
2532838	07 CAT ITC BACKHOE	420E
2563802	00 BLAWKNOX TRACK PA	PF5510
2563803	08 ROADTEC TRACK PAV	RP195
2573819	95 BLAWKNOX PAVER 13	PF171
2583808	94 BLAWKNOX PAVER W/	PF200B
2583825	96 BLAWKNOX PAVER 15	PF3180
2583833	00 BLAWKNOX PAVER 18	PF3200
2583834	00 BLAWKNOX PAVER	PF3200
2583835	01 BLAWKNOX PAVER 18	PF3200
2583836	02 BLAWKNOX PAVER 18	PF3200
2583837	03 BLAWKNOX PAVER 18	PF3200
2583838	04 BLAWKNOX PAVER 18	PF3200
2583839	04 BLAWKNOX PAVER 18	PF3200
2583840	06 BLAWKNOX PAVER	PF3200
2583841	06 BLAWKNOX PAVER	PF3200
2583842	07 ROADTEC PAVER	RP190
2583850	04 ROADTEC PAVER	RP190-10
2583852	95 ROADTEC PAVER	RP180-10
2614209	99 ROADTEC SHUTTLE B	SB2500
2614214	02 B KNOX MATERIAL H	MC330
2614217	06 B KNOX MATERIAL H	MC330
2614218	03 ROADTEC MATERIAL	SB2500C
2614219	02 ROADTEC SHUTTLE B	SB2500
2654213	00 WIRTGEN MILL MACH	1900DC
2654215	98 WIRTGEN MILL MACH	1900DC
2654220	06 CAT MILLING MACHI	PM201
2683815	79 ETNYRE CHIP SPREA	ETNYRE SP
2714211	94 CAT SOIL STAB/MIX	RR-250
2714216	01 CAT SOIL STAB/MIX	SS250B
2744205	96 GOMACO GRADE TRIM	GT9000
2764303	92 GOMACO CURB MACHI	GT-6200
2793807	93 BLAWKNOX WIDE MAC	RW195
2793810	85 BLAWKNOX WIDE MAC	RW195
2793811	03 BLAWKNOX WIDE MAC	RW100A
2793821	90 BLAWKNOX WIDE MAC	RW195D
2793851	89 BLAWKNOX WIDE MAC	RW100
2793852	06 MIDLAND ROAD WIDE	SA
2983900	86 JERSEY SPREADER	102
2983901	83 JERSEY SPREADER	
2983902	83 JERSEY SPREADER	
2983906	83 BLAWKNOX SPREADER	
2983920	JERSEY SPREADER	

Reeves Construction Equipment List

Reeves Equipment No.	Make & Type	Model
8064300	93 POWER CURBER	PC150
8064301	96 EXTRUD POW CURB	440
8064304	94 EXTRUDED POWER CU	PC150
8362903	87 JD FARM TRACTOR S	1450
8362904	84 FORD FARM TRACTOR	TW5
8362905	85 FORD FARM TRACTOR	TW5
8362907	86 JD FARM TRACTOR S	1250
8362910	90 JD FARM TRACTOR L	4455
8362913	88 JD FARM TRACTOR L	4450
8362914	84 JD FARM TRACTOR S	1530
8362917	93 JD FARM TRACTOR	1250
8362921	84 JD FARM TRACTOR L	4450
8362924	94 FORD TRACTOR	7610
8362929	98 NEW HOLLAND TRACT	7610S
8362951	91 FORD FARM TRACTOR	761
8362952	07 JD SCRAPER TRACTO	8430
8385012	87 BLOWER	
8385020	FINN HAY BLOWER	B70TD
8385022	FINN HAY BLOWER	MSD30
8385024	92 FINN HAY BLOWER	B-70
8385025	01 FINN HAY BLOWER	B-70
8414000	95 CHALLENGER II BRO	
8414003	08 ROSCO BROOM	CHALLNGIII
8414004	08 ROSCO BROOM	CHALLNGIII
8414005	08 ROSCO BROOM	CHALLNGIII
8414006	96 CHALLENGER II BRO	
8414007	96 BROCE BROOM	RJ300
8414008	97 CHAL II BROOM RE	
8414013	99 BROCE BROOM	RC350
8414018	92 CHALLENGER II BRO	
8414022	00 BROCE BROOM	RC350
8414025	96 CHALLENGER II BRO	
8414026	01 BROCE BROOM	RC350
8414027	01 CHALLENGER II BRO	
8414028	01 CHALLENGER II BRO	
8414029	01 CHALLENGER II BRO	
8414030	01 BROCE BROOM	RJ350
8414031	02 CHALLENGER II BRO	
8414032	04 ROSCO CHALL II BR	4840
8414050	90 BROCE BROOM 8FT	RC300
8414051	97 BROCE BROOM 8FT	RC350
8414052	04 ROSCO CHALLENGER	CHALLENGER
8414055	91 FORD TRACTOR BROO	3930
8414056	98 LAY-MOR 3 WHL BRO	8B
8414057	96 LAY-MOR 3 WHL BRO	8B
8414058	05 TERRAMITE BROOM	TSS38
8414059	05 BROCE BROOM	RJ350

PROJECT REFERENCES

1. AGL Remediation Project, $760,330.00, Completed: 2/5/2020, Geo-Solutions
2. Berkmans Road Utilities and Road Project, $11,116,656.00, Completed 8/28/2021, Augusta-Richmond County
3. SR 17 Drainage Project, $ 2,432,665.29, Completed: 11/15/2022 Georgia Department of Transportation.
4. East Augusta Roadway & Drainage Project-Ph III, $6,244,538.46, Completed: 4/1/2024 Augusta-Richmond County
5. White Oak Business Park Rd Ext and Drainage, Ph II, $5,949,677, Completed: 4/15/2024, Columbia County Georgia

Mr. Kyle Brooks
Georgia Department of Transportation
4260 Belair Frontage Rd.
Augusta, GA 30909
(706) 855-3466
rway@dot.ga.gov

Mr. Peter Moretuzzo
Geo-Solutions, Inc.
1250 Fifth Avenue
New Kensington, PA 15068
(727)914-7774 x 103

Mr, Kyle Titus
Columbia County Construction
Ronald Reagan Drive
Evans, GA 30809
(706) 441-6200

Ms. June Hamal
Augusta-Richmond County Engineering
452 Walker St.
Augusta, GA 30901
(706)796-5040

REEVES
A COLAS COMPANY

PROJECT REFERENCES

1. Sylvania-Screven County Airport, Runway 23 Extension; Contract Amount: $1,725,980.00; Completed: 12/31/2019
2. Aiken Municipal Airport, Terminal Apron Extension; Contract Amount: $ 2,127,638.50; Completed: 06/2017
3. Burke County Parallel Taxiway; Contract Amount: $2,513,684; Completed: 10/2019
4. Augusta Regional Airport Taxiway Resurfacing; Contract Amount: $1,756,444; Completed: 11/2021.
5. Augusta Regional Airport Taxiway Resurfacing; Contract Amount: $2,238,980; Completed: 10/2020.
6. Daniel Field Airport Taxiway Resurfacing; Contract Amount: $1,686,012; Completed: 12/2020.

Sylvania-Screven Airport Authority
104 E. Telephone St
Sylvania, GA 30467

City of Aiken South Carolina
245 Dupont Dr.
Aiken, SC 29801

Burke County Board of Commissioners
602 N Liberty Street
Waynesboro, GA 30830

Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906
(706)798-3236
Risa Bingham

Daniel Field Airport
Highland Avenue
Augusta, GA
GMC Engineering (706)251-9099
Rhonda Davis

Augusta GEORGIA

*In accordance with Chapter 10C of the AUGUSTA, GA CODE, Augusta has placed a **6%** goal for Minority Participation. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.*

Project Name: Southeast Drainage Ditch Enclosure Ph II **Bid Number:** 25-150

LETTER OF INTENT
Minority Participation

*(This page shall be submitted for **each** minority-owned firm to be utilized on this project)*

Bidder/Offeror: Name: Reeves Construction Company

Address: 1 APAC Industrial Way

City: Augusta State: GA Zip: 30907

Minority-Owned Firm: Firm: Charles W Ware, LLC

Address: 2940 Hill Creek Drive

City: Augusta State: GA Zip: 30909

Contact Person: Name: Charles Ware Phone: (770-630-1389

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by Firm	Description of Work Item	Quantity	Total
12,2,3,26,27,28,29,32-Base	Erosion Control/Grass	1 LS	$112,455.00
2,3,12,25,26,27,28,31-Alt 1	Erosion Control/Grass	1 LS	$43,370.00

The Bidder/Offeror is committed to utilizing the above-named Minority-owned firm for the work described above. The estimated participation is as follows:

Minority contract amount: $ 155,825.00 Percent of total contract: 2.9483 %

AFFIRMATION:

The above-named Minority-Owned firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Charles W Ware (Signature) Owner (Title)

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a 6% goal for Minority Participation. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.

Project Name: Southeast Drainage Ditch Enlosure Ph II **Bid Number:** 25-150

UTILIZATION STATEMENT
Minority-Owned Firms

The Minority participation goal for this project is 6%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- ☒ **The bidder/offeror is committed to the minimum of 6% minority utilization on this contract**
- ☐ **The bidder/offeror, while unable to meet the contract goal of 6%, hereby commits to a minimum of _____% minority utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation of minority-owned firms.**

The undersigned hereby further assures that the information included herein is true and correct, and that the Minority-owned firm or firms identified within the submitted Letter of Intent form(s) have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner.

Reeves Construction Company
Bidder's/Offeror's Firm Name

Signature

3/19/2025
Date

MINORITY UTILIZATION SUMMARY

	Contract Amount		Minority Amount	Contract Percentage
	$5,285,234.00			
Minority Prime Contractor	$ _____	x 1.00 =	$ _____	_____ %
Minority Subcontractor	$317,115.00	x 1.00 =	$317,115.00	6 %
Minority Supplier	$ _____	x 1.00 =	$ _____	_____ %
Minority Manufacturer	$ _____	x 1.00 =	$ _____	_____ %
Total Amount Minority			$ 317,115.00	6 %
Minority Participation Goal			$317,115.00	6 %

* If the total proposed Minority participation is less than the established Minority goal, the bidder must provide written documentation of the good faith efforts in accordance with Chapter 10C of the AUGUSTA, GA, CODE.

Augusta GEORGIA

*In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a **6%** goal for **Minority Participation**. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.*

Project Name: Southeast Drainage Ditch Enclosure Ph II **Bid Number:** 25-150

LETTER OF INTENT
Minority Participation

*(This page shall be submitted for **each** minority-owned firm to be utilized on this project)*

Bidder/Offeror:
Name: Reeves Construction Company
Address: 1 APAC Industrial Way
City: Augusta State: GA Zip: 30907

Minority-Owned Firm:
Firm: CSI Geo, Inc.
Address: 851 Laney Walker Blvd
City: Augusta State: GA Zip: 30901

Contact Person: Name: Liam Capstick Phone: ( ) 904-641-1993

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

Work Item(s) to be performed by Firm	Description of Work Item	Quantity	Total
1-Base Bid	Compaction Testing	1 LS	$90,000.00
1- Alternate 1	Compaction Testing	1 LS	$56,000.00

The Bidder/Offeror is committed to utilizing the above-named Minority-owned firm for the work described above. The estimated participation is as follows:

Minority contract amount: $ 146,000.00 Percent of total contract: 2.762 %

AFFIRMATION:
The above-named Minority-Owned firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: _____ President
(Signature) William R. Price *(Title)*

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a **6%** goal for **Minority Participation**. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.

Project Name: Southeast Drainage Ditch Enclosure Ph II **Bid Number:** 25-150

LETTER OF INTENT
Minority Participation

*(This page shall be submitted for **each** minority-owned firm to be utilized on this project)*

Bidder/Offeror:
Name: Reeves Construction Company
Address: 1 APAC Industrial Way
City: Augusta State: GA Zip: 30907

Minority-Owned Firm:
Firm: Mealing Ventures, LLC
Address: 2948 Rollingwood Dr
City: Augusta State: GA Zip: 30906

Contact Person: Name: Allen Mealing Phone: ( )706-840-4409

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

Work item(s) to be performed by Firm	Description of Work Item	Quantity	Total
16,17,18-Base Bid	Hauling of Material	1 LS	$10,000.00
17,18,19-Alternate 1	Hauling of Material	1 LS	$5,290.00

The Bidder/Offeror is committed to utilizing the above-named Minority-owned firm for the work described above. The estimated participation is as follows:

Minority contract amount: $ 15,290.00 Percent of total contract: 0.2897 %

AFFIRMATION:
The above-named Minority-Owned firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Allen B. Mealing Owner 3/17/2025
(Signature) *(Title)*

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

Augusta GEORGIA

*In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a **3%** goal for **Women Participation**. This goal must be met **or** a Good Faith Effort (GFE) must be made to utilize women on this project.*

Name: Southeast Drainage Ditch Enclosure Ph II **Bid Number:** 25-150

LETTER OF INTENT
Women Participation

*(This page shall be submitted for **each** female-owned firm to be utilized on this project)*

Bidder/Offeror: Name: Reeves Construction Company

Address: 1 APAC Industrial Way

City: Augusta State: GA Zip: 30907

Women-Owned Firm: Firm: Terra Excavating, LLC

Address: 2009 Franke Ct

City: Augusta State: GA Zip: 30909

Contact Person: Name: Tonya Yost-Hodges Phone: ( ) 706-831-8913

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

Work item(s) to be performed by Firm	Description of Work Item	Quantity	Total
15	Clearing and Grubbing	1 LS	$27,000.00

The Bidder/Offeror is committed to utilizing the above-named Women-owned firm for the work described above. The estimated participation is as follows:

Women contract amount: $ 27,000.00 Percent of total contract: 0.5108 %

AFFIRMATION:

The above-named Women-owned firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Tonya Yost-Hodges Sole Member
(Signature) *(Title)*

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a 3% goal for Women Participation. This goal must be met or a Good Faith Effort (GFE) must be made to utilize women on this project.

Name: Southeast Drainage Ditch Enclosure Ph II **Bid Number:** 25-150

LETTER OF INTENT
Women Participation

*(This page shall be submitted for **each** female-owned firm to be utilized on this project)*

Bidder/Offeror: Name: Reeves Construction Company

Address: 1 APAC Industrial Way

City: Augusta State: GA Zip: 30907

Women-Owned Firm: Firm: G.L. Williams & Daughter Trucking, LLC

Address: 501 Rainbow Falls Road

City: Graniteville State: SC Zip: 29829

Contact Person: Name: Lisa Wilson Phone: ( ) 803-663-3715

Classification: ☐ Prime Contractor ☒ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

Work item(s) to be performed by Firm	Description of Work Item	Quantity	Total
5,10,18,19,20,21-Base	Hauling of Aggregate	1 LS	$87,000.00
5,6,11,19,20,21-Alt 1	Hauling of Aggregate	1 LS	$44,560.00

The Bidder/Offeror is committed to utilizing the above-named Women-owned firm for the work described above. The estimated participation is as follows:

Women contract amount: $131,560.00 Percent of total contract: 2.4892 %

AFFIRMATION:

The above-named Women-owned firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

By: Lisa Wilson President

(Signature) *(Title)*

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a 3% goal for Women Participation. This goal must be met or a Good Faith Effort (GFE) must be made to utilize women on this project.

Project Name: Southeast Drainage Ditch Enlosure, Ph II **Bid Number:** 25-150

UTILIZATION STATEMENT
Women-Owned Firms

The Women participation goal for this project is 3%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. *(Please mark the appropriate box)*

- ☒ **The bidder/offeror is committed to the minimum of 3% women utilization on this contract**
- ☐ **The bidder/offeror, while unable to meet the contract goal of 3%, hereby commits to a minimum of _____% women utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation of Women-owned firms.**

The undersigned hereby further assures that the information included herein is true and correct, and that the Women-owned firm or firms identified within the submitted Letter of Intent form(s) have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner.

Reeves Construction Company
Bidder's/Offeror's Firm Name

Signature

3/19/2025
Date

WOMEN UTILIZATION SUMMARY

	Contract Amount		Female Amount	Contract Percentage
	$5,285,234.00			
Women Prime Contractor	$ _____	x 1.00 =	$ _____	_____ %
Women Subcontractor	$ 158,560.00	x 1.00 =	$ 158,560.00	3 %
Women Supplier	$ _____	x 1.00 =	$ _____	_____ %
Women Manufacturer	$ _____	x 1.00 =	$ _____	_____ %
Total Amount Women			$ 158,560.00	3 %
Women Participation Goal			$ 158,560.00	3 %

* If the total proposed Female participation is less than the established Women goal, bidder must provide written documentation of the good faith efforts in accordance with Chapter 10C of the AUGUSTA, GA, CODE.

NOTICE OF AWARD

TO: **REEVES CONSTRUCTION COMPANY**

PROJECT: **AUGUSTA REGIONAL AIRPORT DITCH ENCLOSURE PH II**

The Owner has considered the bid submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of $5,285,229.60.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this ____ day of _____, 202_ .

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by _____

this the _____ day of _____, 20_____.

BY:_____

TITLE:_____

PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____, a

corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of _____ Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated _____ entered into a Contract with OWNER for the construction of **AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II** , Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and responsible bidder, arrange for a contract between such bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That _____as Principal,

hereinafter called CONTRACTOR, and _____

a corporation organized and existing under the laws of the State of _____, with

its principal office in the City of _____, State of _____, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of _____Dollars ($_____) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II** , in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

(3) No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished,

or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a Georgia state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ A.D. 20___.

Witness_____ _____(Seal)
(Contractor)

Attest_____ By_____(Seal)
(Title)

Witness_____ _____(Seal)
(Surety)

Attest_____ By_____(Seal)
(Title)

NOTICE TO PROCEED

DATE: _____

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II**

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within _____ (___) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore _____.

AUGUSTA REGIONAL AIRPORT

BY: _____

TITLE: _____

*** ACCEPTANCE OF NOTICE ***

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
this the _____ day of _____, 20_____.

TITLE:_____

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 202___ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and Reeves Construction Company, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to make improvements and enclose the Southeast Drainage Ditch – Phase II for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1
SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director**. The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission**. The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner**. Augusta, Georgia's Commission.

1.2.4 **Engineer**. The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

1.2.5 **Project**.

Base Bid: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 557 linear feet of existing storm sewer pipe, and the installation of approximately 1,784 linear feet of new storm sewer pipe.

Bid Alternate 1: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 70 linear feet of existing storm sewer pipe, and the installation of approximately 880 linear feet of new storm sewer pipe.

1.2.6 **Airport's Administrator**. Airport's Representative shall be the Airport's Executive Director or his designee.

1.2.7 **Contractor's Representative(s)**. The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.

1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.

1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.

1.5 **Design, Standards and Practices**. The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II
TERM

2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued September 1, 2025. The Contractor will mobilize with sufficient forces such that all work is completed within one hundred and forty-five (145) calendar days after the issuance of the NTP. If Bid Alt 1 is to be awarded, the number of days as indicated in Section 80 of the General Provisions shall be added to the contract and the duration of the project shall be adjusted accordingly. There shall be no additional calendar days given for mobilization of bid alternates. Contract time charges will begin as set forth in Section 80 of the General Provisions.

2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III
LIQUIDATED DAMAGES

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial

Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV
PAYMENT

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on March 19, 2025, with a contract price of $5,285,229.60.

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

1) 90% of Work completed as determined by Engineer.
2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.)

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices**.

Contractor shall submit invoices to:

Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments**. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, and schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower

tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V
FINAL INSPECTION

5.1 Upon notice from the Contractor that the Work is completed, the Owner shall request the Contractor to be available during the course of final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI
ACCEPTANCE AND FINAL PAYMENT

6.1 **Final Payment**. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.

6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII
CHANGES

7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.

7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.

7.3 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 Augusta Aviation Commission or Augusta, Georgia 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.

ARTICLE VIII
INSURANCE

8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.

8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."

8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.

8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.

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

8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.

8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

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

Workers' Compensation	Georgia Statutory
Employer's Liability	$1,000,000.00 Limit Each Accident $1,000,000.00 Limit Disease Aggregate $1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage with limits no less than five million dollars ($5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance**. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars ($5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, and elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability**: $2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars ($2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 **Subcontractors**. It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It also is the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name “Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees, and volunteers” as additional insureds.

ARTICLE IX
AIRPORT SECURITY REQUIREMENTS

9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.

9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.

9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community, and credit reports for the Contractor, as well as its employees.

9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.

9.5 Contractor shall pay all costs associated with providing SIDA badges.

9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of Georgia in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and

10.2 The execution, delivery, and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity, or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and

10.3 The execution, delivery, and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

10.4 No action, suit, or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and

10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

11.1 **Delivery**. All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled “Addresses”.

11.2 **Receipt**. Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number**. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses**.

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers, or Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit

15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 **Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards, and Methods described herein.

16.2 **Force Majeure**

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;
16.2.3.2 any act of God;
16.2.3.3 inclement weather;
16.2.3.4 earthquake;
16.2.3.5 fire;
16.2.3.6 explosion;
16.2.3.7 flood;
16.2.3.8 strike or other labor dispute;
16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
16.2.3.10 delay or failure to act of any governmental or military authority;
16.2.3.11 any war, hostility or invasion;
16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
16.2.3.13 any legal proceedings;
16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part; or,
16.2.3.15 any disease, epidemic, or pandemic.

16.3 Commercial Activities

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 Records and Audit

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required**. Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten (10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities**. No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound**. This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture**. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 **Waiver**

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 **Compliance with Applicable Laws and Regulations**

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, and pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 **Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 **Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will 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 through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal, and all related fees.

16.15 **Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 **Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contact.

16.17 **Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 **Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 **Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 **Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 **Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 **Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

_____
Garnett L. Johnson, Jr. Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

_____
Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

_____

Sworn to and subscribed before me

this ____ day of _____, 202_.

_____

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

Paragraph Number	Term	Definition
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
10-11	**Bid**	The written offer of the Bidder (when submitted on the approved bid form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-12	**Bid guaranty**	The security furnished with a bid to guarantee that the Bidder will enter into a contract if his or her bid is accepted by the owner.
10-13	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-14	**Calendar Day**	Every day shown on the calendar.
10-15	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-16	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-17	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or bid quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-18	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Bid, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.

Paragraph Number	Term	Definition
10-19	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-20	**Contract Time**	The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-21	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-22	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-23	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-24	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-25	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-26	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-27	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-28	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus

Paragraph Number	Term	Definition
		necessary for the proper construction and acceptable completion of the work.
10-29	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract.
10-30	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-31	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-32	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-33	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-34	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or

Paragraph Number	Term	Definition
		near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-35	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-36	**Materials**	Any substance specified for use in the construction of the contract work.
10-37	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-38	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-39	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Augusta Regional Airport.
10-40	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-41	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-42	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-43	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-44	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the

Paragraph Number	Term	Definition
		specifications. Plans may also be referred to as 'contract drawings.'
10-45	**Project**	The agreed scope of work for accomplishing the work in this contract.
10-46	**Proposal**	Where the term "proposal" is used in the Federal or FAA Technical Specifications, it shall be interpreted to mean "bid" for this Project.
10-47	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-48	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-49	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-50	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-51	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-52	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-53	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-54	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.

Paragraph Number	Term	Definition
10-55	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-56	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-57	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-58	**Subgrade**	The soil that forms the pavement foundation.
10-59	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-60	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-61	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-62	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-63	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for

Paragraph Number	Term	Definition
		movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-64	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-65	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-66	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

Section 20 Bid Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Refer to the Invitation to Bid for information regarding the advertising dates, pre-bid conferences, availability of documents, and bid submittal deadlines**.** Bidders shall not contact any members of the Augusta Aviation Commission, Augusta Board of Commissioners or any Airport consultant in conjunction with this solicitation. Any unauthorized contact with members of the Augusta Aviation Commission, Augusta Board of Commissioners or Airport consultants shall be grounds for rejection of the Bidder's bid.

Scope of Work

- **Base Bid**

  Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 557 linear feet of existing storm sewer pipe, and the installation of approximately 1,784 linear feet of new storm sewer pipe.

- **Bid Alternate 1**

  Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 70 linear feet of existing storm sewer pipe, and the installation of approximately 880 linear feet of new storm sewer pipe.

The project shall be complete and ready for final inspection within **145** days for the **Base Bid** or **185** days for the **Base Bid and Bid Alternate 1** from the effective date of Notice-to Proceed.

20-05 Interpretation of estimated bid quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the bid, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of bid. The Bidder shall submit their bid on the forms furnished by the Owner. All blank spaces in the bid forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the bid in ink. If the bid is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular bids. Bids shall be considered irregular for the following reasons:

a. If the bis is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.

c. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the bid contains unit prices that are obviously unbalanced.

e. If the bid is not accompanied by the bid guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate bid shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the bid form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of bid. Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened**.**

20-12 Withdrawal or revision of bids. A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the Bidder's request for withdrawal is received by the Augusta Procurement Department by email before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of bids. Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Bids that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Bid Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **30** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of bids. After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the by by the unit bid prices. If a Bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a Bidder's bid for any of the following reasons:

a. If the bid is irregular as specified in Section 20, paragraph 20-09, *Irregular Bids*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening bids, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the Bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of bid guaranty. All bid guaranties, except those of the two lowest Bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Bids.* Bid guaranties of the two lowest Bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful Bidder's bid guaranty will be returned. The successful Bidder's bid guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's bid and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract Technical Specifications shall govern over contract General Provisions, Plans, cited standards for materials or testing, and cited Advisory Circulars (ACs); contract General Provisions shall govern over Plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within

standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. None

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the Plans and Specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the Plans and Specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be

provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil3D 2022.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the

lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports and electronic copies, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

No direct payment will be made for the Engineer's field office building or labor, materials, ground rental, or other expense in connection therewith. The Contractor and his/her superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials entering into the work.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for

the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work.

Except as shown on the Construction Plans, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **G-081 through G-085** of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

1. **Work Area 1.**
   - **Scope of Work** – Work Area 1 includes the construction of approximately 550 LF of 72" reinforced concrete storm drainage pipe along with the clearing and grubbing within the existing east-west drainage ditch.
   - **Duration** – 30 calendar days.
   - **Work Area** – G-083 in the Construction Plans.

2. **Work Area 3.**
   - **Scope of Work** – Work Area 2 includes the demolition of approximately 542 LF of existing corrugated metal pipe and construction of approximately 160 LF of 30", 145 LF of 72", 920 LF of 84" of reinforced concrete storm sewer pipe.
   - **Duration** – 55 calendar days.
   - **Work Area** –G-084 in the Construction Plans.

3. **Work Area 3.**
   - **Scope of Work** – Work Area 3 includes the demolition of approximately 70 LF of existing 72" storm sewer pipe and construction of approximately 914 LF of 84" reinforced concrete storm drainage pipe as well as the clearing and grubbing within the limits of the existing east-west drainage ditch.
   - **Duration** – 40 calendar days.
   - **Work Area** –G-085 in the Construction Plans.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

FAA Technical Operations:

Sean Gosnell, Manager, Columbia System Support System

Federal Aviation Administration

Office: (803) 822-4420

Cell: (704) 495-5377

Augusta Regional Airport:

Tyler Good, Airport Operations Manager

(706) 798-3236

Elizabeth Giles, Senior Construction Project Manager

(706) 796-4010

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their

authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

END OF SECTION 70

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately

obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. Refer to the Construction Safety and Phasing Plans for restrictions.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously complete work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment

proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the bid and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the

contract and bid as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Work Area	Liquidated Damages Cost	Allowed Construction Time
1	$1,000 per day	30
2	$1,000 per day	55
3	$1,000 per day	40

The maximum construction time allowed for Work Area 1 shall be 30 calendar days.

The maximum construction time allowed for Work Area 2 shall be 55 calendar days.

The maximum construction time allowed for Work Area 3 shall be 40 calendar days.

The maximum construction time allowed for will be 155 calendar days, including 60 days of Mobilization. In the event Bid Alternate 1 is awarded an additional 40 calendar days shall be added to the total construction time totaling 185 calendar days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without

violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level

Term	Description
	capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials

Term	Description
	received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the bid, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly

from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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 Owner must ensure prompt and full payment of retainage from the prim 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 Owner. When the Owner 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.

a. From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. 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. Contractor must provide the Owner evidence of prompt and full payment of retainage held by 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 Owner. When the Owner 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.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner'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 Owner may retain an amount not less than twice the contract value or estimated cost, whichever 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.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the bid or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, Plans, and Specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material,

workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers' warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SUPPLEMENTAL PROVISIONS

AIRPORT SAFETY AND SECURITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. The Contractor shall carry out its operations in a manner that will cause a minimum of interference with air traffic, and shall be required to cooperate with the Federal Aviation Administration (FAA), the Airport, Airport tenants and users, and other contractors working in the area. All work shall be completed in accordance with the Contract Documents including FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction or current edition as of bid date.

B. The Contractor shall supply, place, maintain, move and store the items listed herein, as appropriate, to facilitate construction and protect air traffic. The Contractor shall maintain an adequate extra supply of these items on site.

C. These provisions are to enhance the existing language listed in the General Terms & Conditions. All or parts of the contents will apply to the Contractor's contract depending upon the sequence in which the phases are conducted.

D. The Airport has the right to monitor the Contractors' operations for safety performance, workmanship, protection of operations, work progress, housekeeping, and compliance to design specifications (Contractor shall still be responsible for assuring safe work practices). It is a general practice that the Airport will work through the Contractor's supervision and not directly with the employee. The Airport has the right to participate with and investigate any accident or incident.

E. Contractor shall develop and implement a system for assessing appropriate requirements applicable to its employees, including removal from Airport property, for violation of safety laws statutes, codes, ordinances and regulations, safety requirements specified by the Contract, including, without limitation, any other condition that presents a safety hazard to the employee or others. Contractor shall prepare and maintain a detailed written report of each instance where it has assessed discipline for a safety related infraction including identification of the employee, the nature of the infraction and the discipline assessed.

F. Contractor shall be required to develop, at a minimum, a comprehensive post-accident drug and alcohol testing program that includes post-accident and random testing in accordance with Department of Transportation (DOT) Drug and Alcohol Testing - 49 Code of Federal Regulations (CFR) Part 40.

1.2 DEFINITIONS

A. Safety Program – The Contractor shall submit its Safety Program to the Airport and obtain approval prior to the start of construction. The Safety Program shall be prepared in accordance with the FAA Advisory Circular 150/5370-2G (Operational Safety on Airports During Construction), or current edition as of bid date. The Safety Program includes, but is not limited to the following:

1. Contractor's Corporate Safety Policy
2. Contractor's Site Specific Safety Plan
3. Construction Safety and Phasing Plan (CSPP) – The Contractor shall abide by the CSPP, approved by the FAA and provided by the Airport.
4. Safety Plan Compliance Document (SPCD) – The SPCD details how the Contractor will comply with the CSPP. The Contractor shall prepare the SPCD and obtain approval by the Airport prior to issuance of the Notice to Proceed

PRODUCTS

1.3 WARNING LIGHTS. Warning lights shall meet the requirements of FAA Advisory Circular 150/5370-2G (Operational Safety on Airport During Construction), or current edition as of bid date or as amended during the term of the contract. The Contractor's vehicles shall meet the requirements of FAA Advisory Circular 150/5210-5D (Painting, Marking, and Lighting of Vehicles Used on an Airport), or current edition as of bid date or as amended during the term of the contract.

1.4 LOW PROFILE BARRICADES. Low profile barricades shall be in accordance with the details in the Contract Documents and meet the requirements of FAA Advisory Circular 150/5370-2G, or current edition as of bid date or as amended during the term of the contract. The barricades shall be furnished, maintained and relocated during each phase by the Contractor. Barricades shall be as detailed and installed per the drawings along the affected pavement edge or access to a closed runway, taxiway or apron.

1.5 SAFETY BARRICADES. Safety barricades shall be furnished and installed at the locations as indicated on the Contract Documents and/or directed by the Engineer. Safety barricades shall be 32" – 36" tall and 6' long. Safety barricades shall be water fillable with a maximum empty weight of 85 pounds and a minimum filled weight of 700 pounds. There shall be an equal number of orange and white to allow for the colors to be staggered upon assembly. They shall be interlockable and marked with alternating orange and white reflective tape on each side. The Contractor shall supply two (2) solar powered red flashing lights per barricade that can be attached to the top of the barricades.

1.6 VACUUM SWEEPER. The power vacuum sweepers shall be Tymco, Model HSP-600 or Elgin Model Crosswind or an approved equal. A broom type sweeper may be allowed by the Engineer depending upon construction activity on aircraft operations area. The Contractor shall provide a minimum of one sweeper at all times.

PART 2 - EXECUTION

2.1 General Information

A. All Contractors shall comply with the following:

1. All applicable Occupational Safety and Health Administration (OSHA), Federal Aviation Administration (FAA), Federal Aviation Regulations (FAR), Transportation Security Administration (TSA) Part 1542, Department of Transportation (DOT), Federal, State, and Local safety standards.
2. Other reasonable safety rules and practices as may be established from time to time by the Airport.

B. In compliance with FAA AC 150/5370-2G, or current edition as of bid date or as amended during the term of the contract date, the Contractor shall prepare a Safety Plan Compliance Document (SPCD). This document shall include a general statement by the Contractor that it has read and shall adhere to the CSPP. Any details not identifiable for the CSPP should be included within the SPCD. The SPCD is similar to the CSPP but shall not contain duplicate information. The Contractor shall submit the SPCD to the Airport for approval prior to the start of construction. The SPCD shall include but not be limited to the following checklist as applicable to the scope of the project:

1. **Coordination.** Discuss details of proposed safety meetings with the Airport operator and with Contractor's employees and subcontractors.
2. **Phasing**. Discuss proposed construction schedule elements, including:
   i. Duration of each phase.
   ii. Daily start and finish of construction, including "night only" construction.
   iii. Duration of construction activities during:
      1. Normal runway operations.
      2. Closed runway operations.
      3. Modified runway "Aircraft Reference Code" usage.
3. **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
4. **Protection of NAVAIDS.** Discuss specific methods proposed to protect operating NAVAIDS.

5. **Contractor access.** Provide the following:
   i. Details on how the Contractor will maintain the integrity of the Airport security fence (contract security officers, daily log of construction personnel, and other).
   ii. Listing of individual requiring driver training (for certificated airports and as requested).
   iii. Radio communications.
      1. Types of radios and backup capabilities.
      2. Who will be monitoring radios.
      3. Who to contact if the Air Traffic Control Tower (ATCT) cannot reach the Contractor's designated person by radio.
      4. Details on how the Contractor will escort material delivery vehicles.
6. **Wildlife management.** Discuss the following:
   i. Methods and procedures to prevent wildlife attraction.
   ii. Wildlife reporting procedures.
7. **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
8. **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.
9. **Notification of construction activities.** Provide the following:
   i. Contractor points of contact.
   ii. Contractor emergency contact.
   iii. Listing of all equipment greater than 10 feet in height or other requested equipment proposed for use on the Airport and the time frame for submitting 7460-1 forms not previously submitted by the Airport operator.
   iv. Batch plant details, including 7460-1 submittal.
10. **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
11. **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
12. **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
13. **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
14. **Runway and taxiway visual aids.** Including marking, lighting, signs and visual NAVAIDs. Discuss proposed visual aids including the following:
   i. Equipment and methods for covering signage and airfield lights.
   ii. Equipment and methods for temporary closure markings (paint, fabric, other).
   iii. Types of temporary Visual Guidance Slope Indicators (VGSI).
15. **Markings and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.

16. **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
17. **Protection of runway and taxiway safety areas.** Including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
    i. Equipment and methods for maintaining Taxiway Safety Area standards.
    ii. Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.
18. **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.

C. Regular progress meetings will be conducted during construction. Part of the meeting will be dedicated to safety. During these meetings, the Contractor shall submit to the Airport the following safety information:

1. Estimated man-hours worked from the previous period;
2. Number of accidents from the previous periods;
3. Number of recordable injuries from the previous period; and
4. Summarization of any accident that took place from the previous period.

D. In estimating the work involved in the Contract, the Contractor shall be familiar with all existing and limiting conditions that will or may have a bearing on the performance of the Contract with regard to safety. Any limiting conditions shall be identified in writing.

E. All costs related to the required Safety Program shall be included in the Contractor's bid. Costs provided to administer and maintain the Safety Program shall be complete and shall include costs for all required personnel, activities, facilities, media, tools, drug testing, and any specialty equipment required to insure a comprehensive, qualified Safety Program to suit a per week/per shift basis.

F. Throughout the duration of the Contract, any practice or situation that the Engineer determines to be unsafe or a hindrance to regular Airport operations shall be immediately rectified.

G. The following publications contain definitions/descriptions of critical Airport operating areas. The areas defined below pertain to airfield safety requirements and are referenced throughout the Contract Documents. Copies of these publications are available from the FAA at www.faa.gov.

1. Advisory Circular 150/5370-2G, or current edition as of bid date, "Operational Safety on Airports During Construction": Sets forth guidelines to assist Airport operators in complying with FAR Part 139, "Certification and Operation/Land Airports Serving Certain Air Carriers" and with the requirements of federally funded construction projects.

2. FAR Part 77, "Objects Affecting Navigable Airspace," Current Edition: Establishes standards for determining obstructions to navigable airspace. Civil Airport imaginary surfaces are defined in the publication. It also sets forth requirements for notice of certain proposed construction or alteration. Notice of construction provides a basis for recommendations for identifying the construction or alteration in accordance with AC 70/7460-1, "Obstruction Marking and Lighting," or current edition as of bid date.
3. AC 150/5300-13B, "Airport Design" or current edition as of bid date: Establishes design, operational and maintenance standards for airports. Standard terms used in the Contract Documents are defined below:

    a. Runway Safety Area (RSA) - The defined surface surrounding the runway over which aircraft should, in dry weather, be able to cross at normal operating speeds without incurring significant damage. A safety area is graded, drained and compacted. It is free of any holes, trenches, humps or other significant surface variations or objects, other than those which must be there because of their essential aeronautical function. The safety area requires the capability of supporting maintenance, firefighting, and rescue vehicles under normal (dry) conditions.
    b. Object Free Area (OFA) – An area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be located in the OFA for air navigations or aircraft ground maneuvering purposes.
    c. Obstacle Free Zone (OFZ) – The OFZ is the airspace below 150 feet above the established Airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway, and for missed approaches. The OFZ is subdivided as follows:

        1) Runway OFZ. The airspace above a surface centered on the runway centerline.
        2) Inner-approach OFZ. The airspace above a surface centered on the extended runway centerline. It applies to runways with an approach lighting system.
        3) Outer-approach OFZ. The airspace above the surfaces located on the outer edges of the runway OFZ and the inner-approach OFZ. It applies to runways with approach visibility minimums lower than ¾-statute mile.

d. Taxiway Safety Area (TSA) – A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway.

H. The work shall proceed in such a manner as to provide safe conditions for all workers and personnel. The sequence of operations shall be such that maximum protection is afforded to ensure that personnel and workers in the work area are not subject to any dangerous conditions.

I. Prior to commencement of construction activity, the Contractor shall notify in writing, at least 72 hours in advance, Airport Operations and the Engineer of its intentions to begin construction, stating the proposed time, date, and area of which construction is to occur in order for the appropriate Notice-to-Airmen (NOTAM) to be issued. During the performance of this Contract, the Airport facility shall remain in use to the maximum extent possible. The Contractor shall not allow employees, subcontractors, suppliers, or any other unauthorized persons to enter in any Airport area which may be open for aircraft use.

J. Should any of the following problems or hazards arise during construction, the Contractor shall immediately rectify/correct the problem or hazard to the satisfaction of the Engineer and the Airport:

1. Trenches, holes, or excavations at or adjacent to any active runway or in safety areas.
2. Unmarked/unlighted holes or excavation at any active apron, taxiway, taxilane, or related safety area.
3. Mounds or piles of earth, construction materials, temporary structures, or other objects in the vicinity of any active taxiway, taxilane, or in a related safety, approach, or departure area.
4. Vehicles or equipment (whether operating or idle) on any active runway, taxiway, taxilane, or in any related safety, approach, or departure area.
5. Vehicles, equipment, excavations, stockpiles, or other materials which could degrade or otherwise interfere with electronic signals from radios or navigational aids (NAVAIDS).
6. Runway surfacing projects resulting in excessive lips greater than 1 inch for runways and exceeding 3 inches for edges between the old shoulder and new surfaces at runway edges and ends.
7. Unmarked utility, NAVAID, weather service, runway lighting, or other power or signal cables that could be damaged during construction.
8. Objects (whether or not marked or flagged) or activities anywhere on or in the vicinity of the Airport which could be distracting, confusing, or alarming to pilots during aircraft operations.
9. Unflagged/unlighted low visibility items (such as tall cranes, drills, and the like) anywhere in the vicinity of active runways, or in any approach or departure area.

10. Misleading or malfunctioning obstruction lights or unlighted/unmarked obstructions in an approach to any active runway.
11. Inadequate approach/departure surfaces needed to assure adequate landing/takeoff clearance over obstructions or work or storage areas.
12. Inadequate, confusing or misleading (to user pilots) marking/lighting of runways, taxiways, or taxilanes, including displaced or relocated thresholds.
13. Water, dirt, debris, or other transient accumulation which temporarily obscures pavement marking, pavement edges, or derogates visibility of runway/taxiway marking or lighting.
14. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of Airport operations areas.
15. Trash or other materials with foreign object damage (FOD) potential, whether on runways, taxiways, or aprons, or in related safety areas.
16. Inadequate barricading or other marking which is placed to separate construction or maintenance areas from active aircraft operating areas.
17. Failure to control vehicle and human access to active aircraft operating areas.
18. Construction/maintenance activities or materials which could hamper the response of aircraft rescue and firefighting (ARFF) equipment from reaching all aircraft or any part of the runway/taxiway system, runway approach and departure areas, and aircraft parking locations.
19. Bird attractants on Airport, such as edibles (food scraps, etc.), miscellaneous trash, or ponded water.

2.2 Contractor Requirements

A. All persons entering the project area designated as the construction site shall strictly follow Georgia, OSHA, FAA, DOT, and Transportation Safety Administration regulations.

B. The Contractor shall provide physical barriers along the perimeter of its work site and place signs identifying the area as a construction site. The contractor will install signs along on-site haul roads indicating that speed limit for construction vehicles is 25 mph or 15 mph if on airfield pavements including taxiways and aprons. In some cases where the general public or open airfield is to be protected, additional and/or specialty barriers might be required and will need to be determined by Airport.

C. The Contractor shall submit an FAA Form 7460-1 at least 60 days prior to any crane erections. All construction involving cranes shall further be coordinated at least 72 hours in advance, excluding weekends, with the Airport Operations. This does not include the time required for airspace review. The following information and actions are required:

1. Location of the Crane.
2. Maximum extendable height.
3. Hours of operation.

4. The top of each crane boom shall be marked by a 3' x 3' orange and white checkered flag — each box being 1' square.
5. Each crane shall be lowered at night and during periods of poor visibility as directed by Airport Operations. In the event the crane is approved to remain extended during the hours from sunset to sunrise, the highest point of the crane boom will be lit with a red obstruction light in accordance with AC 70/7460-1.

D. These established safety requirements shall govern Contractors and all persons within the designated construction site and are outlined to avoid infractions of common accepted safety practices.

E. These safety requirements shall not be construed as complete and any requirements of the guidelines in conflict with Georgia, OSHA and FAA shall be superseded by Georgia, OSHA or FAA regulations.

F. Any individual failing to follow these safety requirements shall be directed by the Contractor to immediately abate the unsafe act, behavior, or equipment.

G. All Contractor equipment brought onsite for use on or during the construction project shall be kept in a safe operating condition. Worn or damaged equipment shall be repaired, replaced or taken out of service (locked out) and removed from the job site.

H. Contractor shall keep its work area in a clean and safe condition.

I. The use of makeshift, defective or inadequate scaffolding, rigging, or staging is prohibited.

J. The Contractor shall provide barriers, railings or coverings for all areas including, but not limited to, elevated work platforms, holes, excavations, roof openings, along roof edges, manholes, and/or unfinished work causing floor obstructions. Outside excavations, barriers, and safety signs shall be adequately illuminated during darkness.

K. No Contractor is permitted to use any powered industrial moving equipment, trucks, tools, or ladders owned or rented by, the Airport.

L. Contractors shall not perform work overhead of any member of the general public. The Contractor shall use physical barriers to prevent access by non-construction personnel to areas with overhead construction work. If the Contractor cannot restrict access to the overhead work area, work will cease until a method of restricting access is developed and implemented.

M. Welding screens and/or curtains will be used in areas where cutting or welding operations are being performed where non-construction personnel may be exposed to weld flash or sparks. Refer to Airport Hot Work permit requirements.

N. Tools, equipment or materials shall not be left or placed on beams, overhead walkways, or places where they may fall, causing injury.

1. To prevent possible explosive or incendiary devices from being hidden in areas close to Airport facilities, equipment, aircraft, or vehicles, no containers (tool boxes, storage containers, materials trailers) shall be left unsecured or unattended in public areas.
2. The Contractor shall not bring any tool through passenger screening. No tools shall be left unsecured in public areas. Any temporary doors that lead to construction areas that are accessible by the public shall be equipped with a push button cipher lock (installed at the Contractor's expense). The access number to the door shall be provided to Airport designees.
3. The Contractor is not permitted to carry liquids, gels, or aerosols into sterile areas except for those liquids, gels, or aerosol necessary for operational or medical needs, all of which shall be subject to inspection.

O. Contractor shall verify and assure that every employee who operates any mobile equipment on Airport properties shall have a current valid driver's license.

P. The Contractor shall comply with the National Electric Code (NEC) requirements regarding ground fault circuit interrupters for construction field tools and equipment.

Q. In matters concerning interpretation of the foregoing requirements, the decision of the Airport will be final and binding.

R. The Contractor shall maintain a Safety Program, for the purpose of safety, security, orientation, education, training, enforcement, and distribution.

S. If a security system (cameras, gates, lifts, doors, etc.) is going to be taken out of service, the Contractor shall coordinate with the Airport Operations at least three (3) days in advance. Pending certain security threat levels, permission may not be granted to take down a security system.

T. Potable water line installation will require coordination with the Airport management.

U. When working on the airfield pavement lighting cans, the Contractor shall assure the electrical systems are locked out, tagged out, and verified there is no hazardous energy.

V. The Contractor shall not pull any associated airfield lighting electrical cables through manholes, junction cans, pavement cans or through those devices if there are other cables present. All electrical cables shall be locked-out, tagged-out, and de-energized prior to work activities.

W. Contractor will provide all lighted, low profile, water or sand filled, taxiway/runway barricading.

X. If working on the Airport Operations Area (AOA), the Contractor will be required to prepare an FAA Safety Plan Compliance Document (SPCD) that is a part of the Safety Program.

Y. Airfield Rescue and Firefighter (ARFF) roads cannot be taken out of service.

Z. Equipment that is used for material handling on the airfield shall have working headlights and brake lights. Any equipment that exits the AOA onto public roadways is subject to GA DOT regulations.

2.3 Fall Hazard Protection Control

A. Fall Hazard Control requires that Contractors comply with fall prevention and protection procedures in accordance with Occupational Safety and health Administration (OSHA) requirements.

2.4 Fire Prevention

A. The Contractor shall provide appropriate fire extinguishers for its employees.

B. No burning, cutting, welding, or heat generating operation shall be allowed in any area on Airport property without first obtaining permission from Airport Operations.

C. Oxygen and acetylene cylinders not in use, shall be properly stored and capped, and secured by a chain or rope. All flammable liquids shall be stored in approved safety containers. Oily rags and/or rags soaked with flammable liquids shall be stored in approved safety containers only. Paint and painter's equipment, drop sheets, cleaning materials, shall be stored in a clear area away from any heat generating operation. Lids shall be replaced on all opened paint and/or solvent containers. All solvents shall be stored in approved safety containers

2.5 Lock Outs

A. Examples of energy sources that are required to be locked out and tagged regardless of who has custody are:

1. Any time repairs or modifications are made to electrical systems, either temporary or permanent, they shall be locked out. Locks shall be applied to the main disconnect switch whenever possible. A tag shall accompany all locks.
2. Electrical systems that provide electrical power to equipment, such as pumps and electrical motors, shall be locked out by the Contractor until such time that system is released.
3. Electrical systems that provide electrical power to the airfield signage and lighting.
4. Lines, valves and similar systems that are being tested pneumatically or with

Inert gases, such as oxygen, shall be tagged and locked out to prevent an accidental discharge of the pressure within the line. In addition, areas affected by the pneumatic test shall be barricaded against entry and inspected by the Contractor prior to commencement of the test.

5. Air lines, hydraulic lines, gas lines, blanking, pressure storage units, valves, capacitors and other such sources that could be inadvertently activated or discharged causing a hazardous condition, shall be locked out, blanked or otherwise neutralized to prevent accidental activation.

6. Any steam, natural gas, refrigeration, chemical feed, glycol, water, fuel oil, diesel, and jet fuel lines that could be inadvertently activated or discharged causing a hazardous condition, shall be locked out, blanked or otherwise neutralized to prevent accidental activation and or a hazardous condition. In some cases double block and bleed maybe required.

B. Access to all electrical systems for both shutdown and reenergizing will be coordinated with Airport maintenance. This includes access to all panels, breakers, switches, relays, substations, and all relevant switch gear.

C. If more than one employee is required to lockout and tag a circuit or piece of equipment, a multiple padlock device (hasp) shall be used.

D. This procedure establishes a lockout practice for securing machinery and equipment during periods of construction and maintenance. It is essential that Contractor complies with its lockout procedure to ensure the safety of all employees. A lockout procedure is to render inoperative electrical systems, air lines, hydraulic lines, mechanical devices, pumps, conveyors, fuel, glycol, water, gasoline, jet fuel, pipelines, valves and all other such energy and stored energy systems that may accidentally be energized or discharged while employees are working on them before they are ready and released for service.

E. Contractor shall administer its own lockout program where not identified by this document. The Contractor shall issue all locks and applicable tags to their foreman, general foreman, superintendents and employees as necessary. The Contractor shall maintain a lock and tag log. Tags are required to have the Contractor's name, phone number, employee name, and supervisor name easily identified on each tag.

F. After locking out and tagging a circuit, an attempt to energize the equipment shall be made by depressing or turning "on" all starting stations before work begins. In no case shall work begin before circuits and equipment are tested to ensure that they are, in fact, de-energized.

G. Any employee who removes a tag or lock belonging to another employee or person, or overrides a tag or lock in any way, may be removed from the Airport property. Written authorization has to be obtained from the foreman, general foreman, superintendent and Project Manager of the responsible Contractor when a lock has been left on a piece of equipment and the originator is not available for removal.

H. When locks and tags are required, Contractors employees working on that system shall notify their appropriate supervisor. The supervisor, or his designee, shall see that appropriate locks and tags are provided. When work is completed, the appropriate supervisor is also to be notified when locks and tags are removed.

I. After equipment or systems are turned over to the Airport, no work or Airport modifications will be performed without compliance to Airport's Lockout/Tagout Program.

J. There may be some equipment that cannot be physically locked out using any type of device. If a situation exists where equipment cannot be locked out the Contractor shall notify the Airport.

2.6 Cranes/Derricks/Lifting Equipment/Rigging

A. All crane operators shall be thoroughly knowledgeable in the operations of the crane, rigging equipment, and other OSHA requirements relating to lifting.

B. NOTAMS may be required depending upon the location and height of the lift. Contractor shall contact Airport management prior to any crane activity.

C. Lifting shall not be done over any employees.

D. Tag lines shall be used for all lifts greater than 20 feet.

E. No lifts shall be made when winds are sustained over 25 mph.

F. Outrigger shall be shored so they do not damage property. Contractor will be responsible for any property damage to paved or concrete surfaces.

G. A prelift review shall be performed by the Contractor for every critical lift.

H. A Critical lift shall be defined as a lift with a hoisted load that is within 15% of the maximum load limits (normal) of the equipment that is being used. Before a critical lift is performed the Contractor shall submit a Critical Lift Plan that is prepared and approved by a Professional Engineer that is registered with the State of Georgia. The Critical lift Plan will include the following:

- Description of the lift
- Crane Position
- Lift Height
- Load Radius
- Boom and angle
- Size and weight of load
- Percent of cranes capacity

- Personnel involved
- Rigging plan
- Communications methods
- Ground Conditions
- Inspection Procedures
- Procedures for hosting (if applicable)

I. The critical lift plan will also document the source (i.e. weight, crane and rigging capacities, inspections, and wind speeds).

2.7 Vehicle Operation on the Airport Operations Area (AOA)

A. All vehicles that enter the AOA shall comply with the following:

1. All vehicles accessing the AOA shall be placarded with a company name and logo or some other form of identification. All lettering shall be a minimum of 4" high.
2. All construction vehicles/mechanized equipment authorized within the Movement Area or related safety areas shall be marked with a flag on a staff attached to the uppermost portion of the vehicle/motorized equipment so that the flag will be readily visible. The flag shall be at least a 3' x 3' square having a checkered pattern of international orange and white squares at least 1' on each side in accordance with FAA Advisory Circular 150/5210-5.D, or current edition as of bid date.
3. During nighttime hours, all equipment operating on the Airport exceeding 15 feet in height shall be lit with a red obstruction light in accordance with FAA Advisory Circular 70/7460-1, or current edition as of bid date. This light is to be located on the uppermost portion of the equipment.
4. All construction equipment that exceeds 20 feet in height are required to be "airspaced" as determined by the FAA Form 7460-1.

B. Vehicle(s)/equipment shall be operated in a manner that does not interfere with aircraft operations. All vehicle(s)/equipment shall yield right of way to all aircraft and emergency vehicles.

C. Vehicles/mechanized equipment operators shall obey all traffic signs and markings.

D. Vehicles/equipment shall not stop or be parked so as to block a driveway, AOA access gate, fire lane or aircraft

E. Vehicles/equipment shall not stop or be parked in areas other than those prearranged and approved by the Airport management.

F. No equipment or vehicles may be parked within ten feet of an AOA fence.

G. The established speed limit on the AOA is 15 mph.

H. Vehicle(s)/equipment shall not be operated by individuals under the influence of any substance which impairs the ability to do so in a safe manner

I. If an incident occurs on the AOA the incident shall be reported immediately to Airport Operations by contacting (706) 799-5372. Airport management and Airport Operations have the right to investigative all incidents and issue citations. The Contractor is still obligated to produce its own incident report to be submitted to Airport management. The Contractor shall submit an incident report no later than 24 hours after the incident.

J. Vehicle/mechanized equipment operators are not permitted to move about the Airport outside the designated construction area, at night unless the vehicle has operating head lights, tail lights and brake lights, or is under the escort of a properly lighted vehicle. Head lights shall not be set on high beam when moving about the Airport at night.

K. Vehicles/mechanized equipment authorized on the Movement Area (runways, taxiways, and ramps) and/or associated safety areas shall be equipped with an electrically powered, amber color, 360-degree omni-direction light, mounted on the vehicle such that it is conspicuous from any direction.

L. At no time shall a vehicle enter the Movement Area and/or associated safety areas unless it is authorized by the Airfield Operations and is in continuous radio communication with the Control Tower. If a vehicle is not radio equipped to communicate with the Control Tower, an escort vehicle equipped with such a radio shall lead or direct the movement of this vehicle while operating on the Movement Area unless the construction area is completely closed to Airport movement and cordoned off. Coordination of escorts shall be prearranged with the Airport Operation. Any individual authorized unescorted access to the Movement Area or associated safety areas shall have completed the driver training program administered by the Airport Operations department.

M. Seat belts shall be utilized on equipment/vehicles that are designed for usage.

N. All vehicles/equipment shall be appropriately secured such that neither aircraft blast nor wind will result in their movement.

2.8 Special Construction Rules on the AOA

When airfield construction is being performed on the AOA the following rules will apply unless modified in writing by Airfield Operations.

A. All construction activities on the AOA shall include a specific Construction Safety Phasing Plan (CSPP) and a Safety Plan Compliance Document (SPCD) as required by the FAA. The SPCD will address compliance to and details required by the CSPP and include any other topics of discussion that might be mentioned during the safety phase planning meeting.

B. The safety phase planning meeting shall be held prior to mobilization to the AOA.

C. Any Airport construction and/or alteration requires the completion and submittal of FAA Form 7460-1 Notice of Proposed Construction or Alteration (available from the FAA Air Traffic Division Regional Office), and www.FAA.gov at least 60 days prior to the start of the project. The Engineer will submit this form in advance of the start of construction.

D. If the Contractor requires any modifications to FAA Form 7460-1 (from the advance submittal) the Contractor shall complete and submit an amended FAA Form 7460-1 reflecting the requested changes.

E. A copy of all completed FAA Form 7460-1's and the FAA's determination(s) shall be on file with the Airport prior to commencing the erection or construction of the item(s) proposed by the Contractor.

F. The Contractor shall erect and maintain fencing, barricades, signs and warning devices used to delineate the perimeter of all construction areas, as shown on the plans and/or as approved by the Airport Operations.

G. All points of entry into the AOA, which are under the Contractor's control, shall be secured and/or guarded and should be coordinated with the Airport Operations.

H. Deliveries are to be strictly controlled (by the Contractor) using personnel specifically acquainted with these rules. The Contractor shall provide properly manned escort vehicles as required to guide and escort all deliveries to the work area(s).

I. All barricades, lighting and warning devices used to delineate any construction or hazardous area(s) are to be provided by the Contractor except for lighted runway closure crosses which will be provided by the Airport.

J. At no time shall personnel, vehicles or equipment be located or enter any of the following areas unless authorized on the plans or by Airport Operations.

1. Within 250 feet parallel to an active runway centerline (to be indicated on the CSPP and/or SPCD).
2. No Stockpiles will be placed within 400 feet parallel to an active runway centerline nor will equipment be left unattended.
3. Within 1,000 feet of the end of active runways (each end to be indicated in the CSPP and/or SPCD)
4. Within 93 feet parallel to an active taxiway centerline operating with Group III aircraft without proper approval.
5. Active NAVAID Critical Areas.

K. Trenches and/or Excavations: Trenches and/or excavations shall not be allowed in the following areas without closure or restriction of the adjacent Movement Area:

1. Within 250 feet parallel to a runway centerline.
2. Within 160 feet parallel to a taxiway centerline operating with Group V aircraft without proper approval.
3. Within 1,000 feet of the end of a runway.
4. Active NAVAID Critical Areas.

L. No trenching is allowed under Airport fences without prior approval and coordination with the Airport Operations.

M. All stockpiled material(s)/supplies shall be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions. Material(s)/supplies shall not be stored within 500 feet of aircraft turning areas or movement areas. Stockpiled material(s)/supplies shall not exceed 15 feet in height unless the Contractor has complied with all requirements for airspace review. All material(s)/supplies shall be positioned so it will not obstruct the line of sight from the Control Tower to the Movement Area.

N. Stockpiled material shall not be within 6 feet of an Airport perimeter fence.

O. Nighttime work, not covered by the Contract Documents, requires 72 hours advanced approval, excluding weekends, by the Airport Operations. Lighting for nighttime work shall be shielded and positioned downward so as not to hinder the vision of the air traffic controllers in the control Tower or the pilots of moving aircraft.

P. Debris, waste, and loose materials shall not be allowed on the Movement Area. If debris and/or loose materials are observed to be on active portions of the Movement Area, the Contractor shall be responsible for correcting the discrepancy immediately. The Contractor shall be responsible for controlling dust problems resulting from construction and clean-up processes.

Q. The Contractor will be working in an air operations area in which a high degree of care is necessary to control debris and dust. Spilled material on active roadways, runways, taxiways and aprons shall be swept up immediately. The Contractor will be aware that the construction area may be subject to jet blast and significant wind velocities. Dust control measures shall be required to prevent loose material from blowing within or outside the air operations area.

R. If the Contractor uses, or if a haul road crosses any area used by aircraft, service or emergency vehicles, a vacuum power broom and/or hand sweeping will be used to keep this area clean of debris which could damage aircraft engines or propellers. The Contractor will be liable for any damages that occur. Power brooms and sweepers shall be vacuum capable.

S. Prior to opening any Runway, Taxiway, Ramp, Apron or Associated Safety Area, that has been closed for construction; the Contractor shall arrange for an inspection by the Airport Operations.

T. All barricades used by the Contractor to designate an unusable or hazardous area on the AOA, shall be secured in place against movement or jet blast. The Contractor shall ensure that all barricades and hazard lighting are operational prior to departing the construction area at the end of each workday.

U. In accordance with FAR Part 139, Airport Operations shall, prior to the release of work crews, inspect all areas to ensure that:

1. Paved areas are free of surface variations in accordance with FAR Part 139.
2. All unpaved active safety areas are cleared and graded and have no potentially hazardous ruts, humps, depressions or other surface variations.
3. All trenches or excavations within active Runway and/or Taxiway safety areas are backfilled to support the weight of an aircraft or Aircraft Rescue and Fire Fighting (ARFF) equipment.
4. If the trenches, excavations or hazardous areas have been authorized to remain in place, they are to be adequately plated and marked and lighted.

V. Location of haul routes on the Airport site shall be as shown on the CSPP or as approved by Airport Operations. All haul routes on the Airport shall be marked, when necessary, and maintained by the Contractor. These routes shall be restored to their original condition upon completion of the construction project.

W. Construction equipment shall not be permitted to operate upon paved areas unless the equipment has pneumatic tires or special means, approved by the Engineer, provided to protect the pavement.

X. All construction involving cranes shall be coordinated at least 72 hours in advance, excluding weekends, with the Airport Operations. This does not include the time required for airspace review. The following information is required:

1. Location of the Crane.
2. Maximum extendable height.
3. Hours of operation.

Y. The top of each crane boom shall be marked by a 3' x 3' orange and white checkered flag — each box being 1' square.

Z. Each crane shall be lowered at night and during periods of poor visibility as directed by Airport Operations. In the event the crane is approved to remain extended during the hours from sunset to sunrise, the highest point of the crane boom will be lit with a red obstruction light in accordance with AC 70/7460-1Construction Site Access And Haul Roads. The Contractor will not be permitted to use any access or haul roads other than those designated on the contract drawings. Aircraft Rescue and Fire Fighting (ARFF) right-of-way on access roads, haul roads, taxiways, and runways shall not be impeded at any time.

2.9 Foreign Object Debris (FOD) Management. Waste and loose materials capable of causing damage to aircraft landing gears or propellers or capable of being ingested in jet engines, shall not be left or placed on or near active aircraft movement areas. Materials tracked onto these areas shall be continuously removed during the construction project. All waste or loose materials which could attract wildlife shall be carefully controlled and removed on a continuous basis. The Contractor shall have adequate sweeping equipment and adequate dust control equipment on site at all times while the Contractor is working.

END OF ITEM SP-10

All materials used shall be in accordance with Georgia Department of Transportation, State of Georgia, Standard Specifications Construction of Transportation Systems, 2020 Edition or by Special Provision, except for electrical items of work which shall be in accordance with applicable FAA Specifications

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of the QA program.

c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one (1) year of airport paving experience.

(2) Engineer-in-training with two (2) years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

(2) Performance of all QC tests as required by the technical specifications and paragraph100-8.

(3) Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

100-5 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

8.1.3 Equipment Calibration and Checks;

8.1.9 Equipment Calibration, Standardization, and Check Records;

8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

7 Test Methods and Procedures

8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

100-9 Documentation. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description
(2) Compliance with approved submittals
(3) Proper storage of materials and equipment
(4) Proper operation of all equipment
(5) Adherence to plans and technical specifications
(6) Summary of any necessary corrective actions
(7) Safety inspection.
(8) Photographs

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

(1) Technical specification item number and description
(2) Test designation
(3) Location
(4) Date of test
(5) Control requirements
(6) Test results

(7) Causes for rejection

(8) Recommended remedial actions

(9) Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

100-11 Inspection and/or observations by the RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

(1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 20%.

d. When 75% or more of the original contract is earned, an additional 20%

e. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100.1 Contractor Quality Control Program (CQCP)

REFERENCES

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

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent

erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

a. Temporary seeding and mulching will be measured by the square yard (square meter).

b. Temporary slope drains will be measured by the linear foot (meter).

c. Temporary benches, dikes, dams, and sediment basins will be measured by the cubic yard (cubic meter) of excavation performed, including necessary cleaning of sediment basins, and the cubic yard (cubic meter) of embankment placed as directed by the RPR.

d. All fertilizing will be measured by the ton (kg).

e. Installation and removal of silt fence or silt sock will be measured by the linear foot.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102.1a	Installation and Removal of Silt Fence or Silt Sock, Type A - per linear foot
Item C-102.1b	Construct, Maintain, and Remove Inlet Sediment Trap – per each
Item C-102.1c	Construct, Maintain, and Remove Construction Exit – per each
Item C-102.1d	Construct, Maintain, and Remove Check Dam – per each
Item C-102.1e	Construct, Maintain, and Remove Rock Dam – per each
Item C-102.1f	Water Quality Monitoring and Sampling – per each
Item C-102.1g	Water Quality Inspections – per each
Item C-102.1h	Erosion Control Mobilization – per lump sum
Item C-102.1i	Emergency Erosion Control Mobilization – per lump sum
Item C-102.1j	Rip Rap, Type III – per square yard
Item C-102.1k	Erosion Control Blanket/Matting – per square yard

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

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

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to **10% of the total project cost** and also includes all professional land surveying and construction layout.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. The Contractor shall provide dedicated space for the use of the field RPR and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity in accordance with local building codes.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105.1	Mobilization, Clean-up, and Demobilization – per lump sum
Item C-105.2	Airfield Safety and Traffic Control – per lump sum

REFERENCES

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

Not used.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.

Not used.

101-3.3 Removal of Foreign Substances/contaminates

Not used.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

Not used.

101-3.5 Cold milling.

Not used.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment.

Not used.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Remove the types of pipe as indicated on the plans. The pipe material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95% of ASTM D1557 or D698

METHOD OF MEASUREMENT

101-4.1 Removal of Pipe and other Buried Structures. The unit of measurement for removal of pipe and other buried structures shall be the number of linear feet removed by the contractor. Any pipe removed outside of the limits or removal because the pipe was damaged by negligence on part of the contractor shall not be included in the measurement for payment. This price shall be full compensation for

all labor, equipment, tools, and incidentals necessary to complete this item in accordance with paragraph 101-3.9.4.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P-101.1	Remove Existing 30”-72” Storm Sewer Pipe – Per linear foot
Item P-101.2	Remove Existing Concrete Headwall – Per each.

REFERENCES

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

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required.

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees, and the grubbing of stumps and roots. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from

injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local owner or authority.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing and grubbing as shown by the limits on the plans shall be the number of acres or fractions thereof of land specifically cleared and grubbed.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the contract unit price per acre for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151.1	Clearing and grubbing - per acre

END OF ITEM P-151

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature. which is not otherwise classified and paid for under one of the following items.

b. Borrow excavation. Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas designated by the Resident Project Representative (RPR) within the limits of the airport property but outside the normal limits of necessary grading, or from areas outside the airport boundaries**.**

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor’s excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their

own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting is not allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated using design cross sections which were created for this project using the DTM files of the applicable design surfaces and generating End Area Volume Reports. Paper copies of design cross sections and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.1 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and

compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches (300 mm) below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as “Unclassified Excavation.”

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the RPR. All unsuitable material shall be disposed of by the Contractor as shown on the plans. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D155. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and

part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D 1557. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the Contractor for every 1,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for non-cohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D1556.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. Not used.

152-2.10 Compaction requirements. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95% of the maximum density as determined by ASTM D1557.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the methods in ASTM D1557. Tests for moisture content and compaction will be taken at a minimum of 1,000 S.Y. of subgrade. All quality control testing shall be done by the Contractor. All quality assurance testing shall be done by the RPR.

The in-place field density shall be determined in accordance with ASTM D1556. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped, and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. **Smoothness.** The finished surface shall not vary more than +/- 1/2 inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. **Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the average end areas of design cross sections.

152-3.1 The quantity of unclassified excavation to be paid for shall be the number of cubic yards (cubic meters) measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 Stockpiled material shall not be measured for payment in the stockpiled position.

BASIS OF PAYMENT

152-4.1 Unclassified excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152.1	Unclassified Excavation, Select Fill from Off-Site Material - per cubic yard
Item P-152.2	Borrow Excavation, Select Fill from On-Site Material - per cubic yard
Item P-152.3	Unsuitable/Over Excavation – per cubic yard

REFERENCES

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

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and an 18-in. Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3)
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3)
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item P-153 Controlled Low-Strength Material (CLSM)

DESCRIPTION

153-1.1 This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

153-2.1 Materials.

a. Cement. Cement: ASTM C150, Types I, II, or V; ASTM C595, Types IS, IP, IL, or IT.

b. Fly ash. Fly ash shall conform to ASTM C618, Class C or F.

c. Fine aggregate (sand). Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch (19.0 mm)	100
No. 200 (75 μm)	0 - 12

d. Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

MIX DESIGN

153-3.1 Proportions. The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.

a. Compressive strength. CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi (690 to 1379 kPa) when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.

b. Consistency. Design CLSM to achieve a consistency that will produce an approximate 8-inch (200 mm) diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

CONSTRUCTION METHODS

153-4.1 Placement.

a. Placement. CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas

is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.

b. Contractor Quality Control. The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

c. Limitations of placement. CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F (2°C) and rising. Mixing and placement shall stop when the air temperature is 40°F (4°C) and falling or when the anticipated air or ground temperature will be 35°F (2°C) or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F (4°C).

153-4.2 Curing and protection

a. Curing. The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F (0°C), the material may be rejected by the RPR if damage to the material is observed.

b. Protection. The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi (105 kPa) is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.

153-4.3 Quality Assurance (QA) Acceptance. CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

METHOD OF MEASUREMENT

153-5.1 Measurement.

No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

153-6.1 Payment.

No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

REFERENCES

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

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement

ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low-Strength Material (CLSM) Test Cylinders
ASTM D6103	Flow Consistency of Controlled Low Strength Material (CLSM)

END OF ITEM P-153

Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch	467 or 4 and 67
1 inch	57
¾ inch	67
½ inch	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Aggregates that have a history of D-cracking shall not be used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement shall conform to the requirements of ASTM C150, Type I or ASTM Type IL.

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM 1752**.**

610-2.9 Steel reinforcement. Reinforcing shall consist of **WWF** conforming to the requirements of ASTM A1064, if indicated on the plans**.**

610-2.10 Materials for curing concrete. Curing materials shall conform to ASTM C309.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard. The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F nor more than 100°F. The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F, follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental and no separate measurement shall be made of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Concrete shall be considered incidental and no separate payment shall be made.

REFERENCES

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

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

Item D-701 Pipe for Storm Drains and Culverts

DESCRIPTION

701-1.1 This item shall consist of the construction of pipe culverts and storm drains in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans.

MATERIALS

701-2.1 Materials shall meet the requirements shown on the plans and specified below. Underground piping and components used in drainage systems for terminal and aircraft fueling ramp drainage shall be noncombustible and inert to fuel in accordance with National Fire Protection Association (NFPA) 415.

701-2.2 Pipe. The pipe shall be of the type called for on the plans or in the proposal and shall be in accordance with the following appropriate requirements:

ASTM C1479	Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations
ASTM C1840	Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe

701-2.3 Concrete. Concrete for pipe cradles shall have a minimum compressive strength of 2000 psi at 28 days and conform to the requirements of ASTM C94.

701-2.4 Rubber gaskets. Rubber gaskets for rigid pipe shall conform to the requirements of ASTM C443. Rubber gaskets for PVC pipe, polyethylene, and polypropylene pipe shall conform to the requirements of ASTM F477. Rubber gaskets for zinc-coated steel pipe and precoated galvanized pipe shall conform to the requirements of ASTM D1056, for the "RE" closed cell grades. Rubber gaskets for steel reinforced thermoplastic ribbed pipe shall conform to the requirements of ASTM F477.

701-2.5 Joint mortar. Pipe joint mortar shall consist of one part Portland cement and two parts sand. The Portland cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

701-2.6 Joint fillers. Poured filler for joints shall conform to the requirements of ASTM D6690.

701-2.7 Plastic gaskets. Plastic gaskets shall conform to the requirements of ASTM C990.

701-2.8. Controlled low-strength material (CLSM). Controlled low-strength material shall conform to the requirements of Item P-153. When CLSM is used, all joints shall have gaskets.

701-2.9 Precast box culverts. Manufactured in accordance with and conforming to ASTM C1433.

701-2.10 Precast concrete pipe. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or American Concrete Pipe Association QCast Plant Certification program.

CONSTRUCTION METHODS

701-3.1 Excavation. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe, but it shall not be less than the external diameter of the pipe plus 12 inches on each side. The trench walls shall be approximately vertical.

The Contractor shall comply with all current federal, state and local rules and regulations governing the safety of men and materials during the excavation, installation and backfilling operations. Specifically, the Contractor shall observe that all requirements of the Occupational Safety and Health Administration (OSHA) relating to excavations, trenching and shoring are strictly adhered to. The width of the trench shall be sufficient to permit satisfactorily jointing of the pipe and thorough compaction of the bedding material under the pipe and backfill material around the pipe, but it shall not be greater than the widths shown on the plans trench detail.

Where rock, hardpan, or other unyielding material is encountered, the Contractor shall remove it from below the foundation grade for a depth of at least 8 inch or 1/2 inch for each foot of fill over the top of the pipe (whichever is greater) but for no more than three-quarters of the nominal diameter of the pipe. The excavation below grade should be filled with granular material to form a uniform foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, the unstable soil shall be removed and replaced with approved granular material for the full trench width. The RPR shall determine the depth of removal necessary. The granular material shall be compacted to provide adequate support for the pipe.

The excavation for pipes placed in embankment fill shall not be made until the embankment has been completed to a height above the top of the pipe as shown on the plans.

701-3.2 Bedding. The bedding surface for the pipe shall provide a foundation of uniform density to support the pipe throughout its entire length.

a. Rigid pipe. The pipe bedding shall be constructed uniformly for the full length of the pipe barrel, as required on the plans. The maximum aggregate size shall be 1 in when the bedding thickness is less than 6 inches, and 1-1/2 in when the bedding thickness is greater than 6 inches. Bedding shall be loosely placed uncompacted material under the middle third of the pipe prior to placement of the pipe.

b. Flexible pipe. For flexible pipe, the bed shall be roughly shaped to fit the pipe, and a bedding blanket of sand or fine granular material shall be provided as follows:

Flexible Pipe Bedding

Pipe Corrugation Depth		Minimum Bedding Depth	
inch	**mm**	**inch**	**mm**
1/2	12	1	25
1	25	2	50
2	50	3	75
2-1/2	60	3-1/2	90

c. Other pipe materials. For PVC, polyethylene, polypropylene, or fiberglass pipe, the bedding material shall consist of coarse sands and gravels with a maximum particle size of 3/4 inches. For pipes installed under paved areas, no more than 12% of the material shall pass the No. 200 sieve. For all other areas, no more than 50% of the material shall pass the No. 200 sieve. The bedding shall have a thickness of at least 6 inches below the bottom of the pipe and extend up around the pipe for a depth of not less than 50% of the pipe's vertical outside diameter.

701-3.3 Laying pipe. The pipe laying shall begin at the lowest point of the trench and proceed upgrade. The lower segment of the pipe shall be in contact with the bedding throughout its full length. Bell or groove ends of rigid pipes and outside circumferential laps of flexible pipes shall be placed facing upgrade.

Paved or partially lined pipe shall be placed so that the longitudinal center line of the paved segment coincides with the flow line.

Elliptical and elliptically reinforced concrete pipes shall be placed with the manufacturer's reference lines designating the top of the pipe within five degrees of a vertical plane through the longitudinal axis of the pipe.

701-3.4 Joining pipe. Joints shall be made with (1) cement mortar, (2) cement grout, (3) rubber gaskets, (4) plastic gaskets, (5) coupling bands.

Mortar joints shall be made with an excess of mortar to form a continuous bead around the outside of the pipe and shall be finished smooth on the inside. Molds or runners shall be used for grouted joints to retain the poured grout. Rubber ring gaskets shall be installed to form a flexible watertight seal.

a. Concrete pipe. Concrete pipe may be either bell and spigot or tongue and groove. Pipe sections at joints shall be fully seated and the inner surfaces flush and even. Concrete pipe joints shall be sealed with rubber gaskets meeting ASTM C443 when leak resistant joints are required.

b. Metal pipe. Metal pipe shall be firmly joined by form-fitting bands conforming to the requirements of ASTM A760 for steel pipe and AASHTO M196 for aluminum pipe.

c. PVC, Polyethylene, or Polypropylene pipe. Joints for PVC, Polyethylene, or Polypropylene pipe shall conform to the requirements of ASTM D3212 when leak resistant joints are required. Joints for PVC and Polyethylene pipe shall conform to the requirements of AASHTO M304 when soil tight joints are required. Fittings for polyethylene pipe shall conform to the requirements of AASHTO M252 or ASTM M294. Fittings for polypropylene pipe shall conform to ASTM F2881, ASTM F2736, or ASTM F2764.

701-3.5 Embedment and Overfill. Pipes shall be inspected before any fill material is placed; any pipes found to be out of alignment, unduly settled, or damaged shall be removed and re-laid or replaced at the Contractor's expense.

701-3.5-1 Embedment Material Requirements

a. Concrete Pipe. Embedment material and compaction requirements shall be in accordance with the applicable Type of Standard Installation (Types 1, 2, 3, or 4) per ASTM C1479. If a concrete cradle or CLSM embedment material is used, it shall conform to the plan details.

b. Plastic and fiberglass Pipe. Embedment material shall meet the requirements of ASTM D3282, A-1, A-2-4, A-2-5, or A-3. Embedment material shall be free of organic material, stones larger than 1.5 inches in the greatest dimension, or frozen lumps. Embedment material shall extend to 12 inches above the top of the pipe.

c. Metal Pipe. Embedment material shall be granular as specified in the contract document and specifications, and shall be free of organic material, rock fragments larger than 1.5 inches in the greatest dimension and frozen lumps. As a minimum, backfill materials shall meet the requirements of ASTM D3282, A-1, A-2, or A-3. Embedment material shall extend to 12 inches above the top of the pipe.

701-3.5-2 Placement of Embedment Material

The embedment material shall be compacted in layers not exceeding 6 inches on each side of the pipe and shall be brought up one foot above the top of the pipe or to natural ground level, whichever is greater. Thoroughly compact the embedment material under the haunches of the pipe without displacing the pipe. Material shall be brought up evenly on each side of the pipe for the full length of the pipe.

When the top of the pipe is above the top of the trench, the embedment material shall be compacted in layers not exceeding 6 inches and shall be brought up evenly on each side of the pipe to one foot above the top of the pipe. All embedment material shall be compacted to a density required under Item P-152.

Concrete cradles and flowable fills, such as controlled low strength material (CLSM) or controlled density fill (CDF), may be used for embedment provided adequate flotation resistance can be achieved by restraints, weighing, or placement technique.

It shall be the Contractor's responsibility to protect installed pipes and culverts from damage due to construction equipment operations. The Contractor shall be responsible for installation of any extra strutting or backfill required to protect pipes from the construction equipment.

701-3.6 Overfill

Pipes shall be inspected before any overfill is in place. Any pipes found to be out of alignment, unduly settled, or damaged shall be removed and relaid or replaced at the Contractor's expense. Evaluation of any damage to RCP shall be evaluated based on AASHTO R73.

Overfill material shall be place and compacted in layers as required to achieve compaction to at least 95 percent standard proctor per ASTM D1557. The soil shall contain no debris, organic matter, frozen material, or stones with a diameter greater than one half the thickness of the compacted layers being placed.

701-3.7 Inspection Requirements

An initial post installation inspection shall be performed by the RPR no sooner than 30 days after completion of installation and final backfill. Clean or flush all lines prior to inspection.

Incorporate specific inspection requirements for the various types of pipes beneath the general inspection requirements.

Reinforced concrete pipe shall be inspected, evaluated, and reported on in accordance with ASTM C1840, "Standard Practice for Inspection and Acceptance of Installed Reinforced Concrete Culvert, Storm Drain, and Storm Sewer Pipe." Any issues reported shall include still photo and video documentation. The zoom ratio shall be provided for all still or video images that document any issues of concern by the inspection firm.

METHOD OF MEASUREMENT

701-4.1 The length of pipe shall be measured in linear feet (m) of pipe in place, completed, and accepted. It shall be measured along the centerline of the pipe from end or inside face of structure to the end or inside face of structure, whichever is applicable. The size of pipe shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe being measured.

BASIS OF PAYMENT

701-5.0 These prices shall fully compensate the Contractor for furnishing all materials and for all preparation, excavation, and installation of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

701-5.1 Payment will be made at the contract unit price per linear foot (meter) for 18 inch, Class V concrete sewer pipe.

Payment will be made under:

Item D-701.1	30" Reinforced Concrete Sewer Pipe, Class V - per linear foot.
Item D-701.2	72" Reinforced Concrete Sewer Pipe, Class V - per linear foot.
Item D-701.3	84" Reinforced Concrete Sewer Pipe, Class V - per linear foot.

REFERENCES

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

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M167	Standard Specification for Corrugated Steel Structural Plate, Zinc-Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M190	Standard Specification for Bituminous-Coated Corrugated Metal Culvert Pipe and Pipe Arches
AASHTO M196	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
AASHTO M219	Standard Specification for Corrugated Aluminum Alloy Structural Plate for Field-Bolted Pipe, Pipe-Arches, and Arches
AASHTO M243	Standard Specification for Field Applied Coating of Corrugated Metal Structural Plate for Pipe, Pipe-Arches, and Arches
AASHTO M252	Standard Specification for Corrugated Polyethylene Drainage Pipe
AASHTO M294	Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
AASHTO M304	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Wall Drain Pipe and Fittings Based on Controlled Inside Diameter
AASHTO MP20	Standard Specification for Steel Reinforced Polyethylene (PE) Ribbed Pipe, 300- to 900-mm (12- to 36-in.) Diameter

ASTM International (ASTM)

ASTM A760	Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains
ASTM A761	Standard Specification for Corrugated Steel Structural Plate, Zinc Coated, for Field-Bolted Pipe, Pipe-Arches, and Arches
ASTM A762	Standard Specification for Corrugated Steel Pipe, Polymer Precoated for Sewers and Drains
ASTM A849	Standard Specification for Post-Applied Coatings, Pavings, and Linings for Corrugated Steel Sewer and Drainage Pipe
ASTM B745	Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains
ASTM C14	Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe
ASTM C76	Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C94	Standard Specification for Ready Mixed Concrete

ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C506	Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
ASTM C507	Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
ASTM C655	Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain and Sewer Pipe
ASTM C990	Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
ASTM C1433	Standard Specification for Precast Reinforced Concrete Monolithic Box Sections for Culverts, Storm Drains, and Sewers
ASTM D1056	Standard Specification for Flexible Cellular Materials Sponge or Expanded Rubber
ASTM D3034	Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
ASTM D3212	Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3282	Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4161	Standard Specification for "Fiberglass" (Glass-Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F667	Standard Specification for 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
ASTM F714	Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F794	Standard Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe & Fittings Based on Controlled Inside Diameter
ASTM F894	Standard Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
ASTM F949	Standard Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings

ASTM F2435	Standard Specification for Steel Reinforced Polyethylene (PE) Corrugated Pipe
ASTM F2562	Specification for Steel Reinforced Thermoplastic Ribbed Pipe and Fittings for Non-Pressure Drainage and Sewerage
ASTM F2736	Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe and Double Wall Pipe
ASTM F2764	Standard Specification for 30 to 60 in. (750 to 1500 mm) Polypropylene (PP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications
ASTM F2881	Standard Specification for 12 to 60 in. (300 to 1500 mm) Polypropylene (PP) Dual Wall Pipe and Fittings for Non-Pressure Storm Sewer Applications

National Fire Protection Association (NFPA)

NFPA 415	Standard on Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways

END ITEM D-701

Item D-751 Manholes, Catch Basins, Inlets and Inspection Holes

DESCRIPTION

751-1.1 This item shall consist of construction of manholes, catch basins, inlets, and inspection holes, in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

751-2.1 Brick. The brick shall conform to the requirements of ASTM C32, Grade MS.

751-2.2 Mortar. Mortar shall consist of one part Portland cement and two parts sand. The cement shall conform to the requirements of ASTM C150, Type I. The sand shall conform to the requirements of ASTM C144.

751-2.3 Concrete. Plain and reinforced concrete used in structures, connections of pipes with structures, and the support of structures or frames shall conform to the requirements of Item P-610.

751-2.4 Precast concrete pipe manhole rings. Precast concrete pipe manhole rings shall conform to the requirements of ASTM C478. Unless otherwise specified, the risers and offset cone sections shall have an inside diameter of not less than 36 inches (90 cm) nor more than 48 inches (120 cm). There shall be a gasket between individual sections and sections cemented together with mortar on the inside of the manhole. Gaskets shall conform to the requirements of ASTM C443.

751-2.5 Corrugated metal. Corrugated metal shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M36.

751-2.6 Frames, covers, and grates. The castings shall conform to one of the following requirements:

a. ASTM A48, Class 35B: Gray iron castings

b. ASTM A47: Malleable iron castings

c. ASTM A27: Steel castings

d. ASTM A283, Grade D: Structural steel for grates and frames

e. ASTM A536, Grade 65-45-12: Ductile iron castings

f. ASTM A897: Austempered ductile iron castings

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings, aircraft gear configuration and/or direct loading, specified.

Each frame and cover or grate unit shall be provided with fastening members to prevent it from being dislodged by traffic but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

751-2.7 Steps. The steps or ladder bars shall be gray or malleable cast iron or galvanized steel. The steps shall be the size, length, and shape shown on the plans and those steps that are not galvanized shall be given a coat of asphalt paint, when directed.

751-2.8 Precast inlet structures. Manufactured in accordance with and conforming to ASTM C913.

CONSTRUCTION METHODS

751-3.1 Unclassified excavation.

a. The Contractor shall excavate for structures and footings to the lines and grades or elevations, shown on the plans, or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximately only; and the RPR may direct, in writing, changes in dimensions or elevations of footings necessary for a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. Where concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.

d. All bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage finished masonry. The cost of removal shall be included in the unit price bid for the structure.

e. After excavation is completed for each structure, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

751-3.2 Brick structures.

a. Foundations. A prepared foundation shall be placed for all brick structures after the foundation excavation is completed and accepted. Unless otherwise specified, the base shall consist of reinforced concrete mixed, prepared, and placed in accordance with the requirements of Item P-610.

b. Laying brick. All brick shall be clean and thoroughly wet before laying so that they will not absorb any appreciable amount of additional water at the time they are laid. All brick shall be laid in freshly made mortar. Mortar not used within 45 minutes after water has been added shall be discarded. Retempering of mortar shall not be permitted. An ample layer of mortar shall be spread on the beds and a shallow furrow shall be made in it that can be readily closed by the laying of the brick. All bed and head joints shall be filled solid with mortar. End joints of stretchers and side or cross joints of headers shall be fully buttered with mortar and a shoved joint made to squeeze out mortar at the top of the joint. Any bricks that may be loosened after the mortar has taken its set, shall be removed, cleaned, and re-laid with fresh mortar. No broken or chipped brick shall be used in the face, and no spalls or bats shall be used except where necessary to shape around irregular openings or edges; in which case, full bricks shall be placed at ends or corners where possible, and the bats shall be used in the interior of the course. In making closures, no piece of brick shorter than the width of a whole brick shall be used; and wherever practicable, whole brick shall be used and laid as headers.

c. Joints. All joints shall be filled with mortar at every course Exterior faces shall be laid up in advance of backing. Exterior faces shall be plastered or parged with a coat of mortar not less than 3/8 inch (9 mm) thick before the backing is laid up. Prior to parging, all joints on the back of face courses shall be cut flush. Unless otherwise noted, joints shall be not less than 1/4 inch (6 mm) nor more than 1/2 inch (12 mm) wide and the selected joint width shall be maintained uniform throughout the work.

d. Pointing. Face joints shall be neatly struck, using the weather-struck joint. All joints shall be finished properly as the laying of the brick progresses. When nails or line pins are used, the holes shall be immediately plugged with mortar and pointed when the nail or pin is removed.

e. Cleaning. Upon completion of the work all exterior surfaces shall be thoroughly cleaned by scrubbing and washing with water. If necessary to produce satisfactory results, cleaning shall be done with a 5% solution of muriatic acid which shall then be rinsed off with liberal quantities of water.

f. Curing and cold weather protection. The brick masonry shall be protected and kept moist for at least 48 hours after laying the brick. Brick masonry work or pointing shall not be done when there is frost on the brick or when the air temperature is below 50°F (10°C) unless the Contractor has, on the project ready to use, suitable covering and artificial heating devices necessary to keep the atmosphere surrounding the masonry at a temperature of not less than 60°F (16°C) for the duration of the curing period.

751-3.3 Concrete structures. Concrete structures which are to be cast-in-place within the project boundaries shall be built on prepared foundations, conforming to the dimensions and shape indicated on the plans. The construction shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

All invert channels shall be constructed and shaped accurately to be smooth, uniform, and cause minimum resistance to flowing water. The interior bottom shall be sloped to the outlet.

751-3.4 Precast concrete structures. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program.

Precast concrete structures shall conform to ASTM C478. Precast concrete structures shall be constructed on prepared or previously placed slab foundations conforming to the dimensions and locations shown on the plans. All precast concrete sections necessary to build a completed structure shall be furnished. The different sections shall fit together readily. Joints between precast concrete risers and tops shall be full-bedded in cement mortar and shall: (1) be smoothed to a uniform surface on both interior and exterior of the structure or (2) utilize a rubber gasket per ASTM C443. The top of the upper precast concrete section shall be suitably formed and dimensioned to receive the metal frame and cover or grate, or other cap, as required. Provision shall be made for any connections for lateral pipe, including drops and leads that may be installed in the structure. The flow lines shall be smooth, uniform, and cause minimum resistance to flow. The metal or metal encapsulated steps that are embedded or built into the side walls shall be aligned and placed in accordance to ASTM C478. When a metal ladder replaces the steps, it shall be securely fastened into position.

751-3.5 Corrugated metal structures. Corrugated metal structures shall be prefabricated. All standard or special fittings shall be furnished to provide pipe connections or branches with the correct dimensions and of sufficient length to accommodate connecting bands. The fittings shall be welded in place to the metal structures. The top of the metal structure shall be designed so that either a concrete slab or metal collar may be attached to allow the fastening of a standard metal frame and grate or cover. Steps or ladders shall be furnished as shown on the plans. Corrugated metal structures shall be constructed on prepared foundations, conforming to the dimensions and locations as shown on the plans. When indicated, the structures shall be placed on a reinforced concrete base.

751-3.6 Inlet and outlet pipes. Inlet and outlet pipes shall extend through the walls of the structures a sufficient distance beyond the outside surface to allow for connections. They shall be cut off flush with the wall on the inside surface of the structure, unless otherwise directed. For concrete or brick structures, mortar shall be placed around these pipes to form a tight, neat connection.

751-3.7 Placement and treatment of castings, frames, and fittings. All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the RPR, and shall be set true to line and elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are placed on previously constructed masonry, the bearing surface of the masonry shall be brought true to line and grade and shall present an even bearing surface so the entire face or back of the unit will come in contact with the masonry. The unit shall be set in mortar beds and anchored to the masonry as indicated on the plans or as directed by the RPR. All units shall set firm and secure.

After the frames or fittings have been set in final position, the concrete or mortar shall be allowed to harden for seven (7) days before the grates or covers are placed and fastened down.

751-3.8 Installation of steps. The steps shall be installed as indicated on the plans or as directed by the RPR. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is placed. When the steps are installed in brick masonry, they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After seven (7) days, the steps shall be cleaned and painted, unless they have been galvanized.

When steps are required with precast concrete structures they shall meet the requirements of ASTM C478. The steps shall be cast into the side of the sections at the time the sections are manufactured or set in place after the structure is erected by drilling holes in the concrete and cementing the steps in place.

When steps are required with corrugated metal structures, they shall be welded into aligned position at a vertical spacing of 12 inches (300 mm).

Instead of steps, prefabricated ladders may be installed. For brick or concrete structures, the ladder shall be held in place by grouting the supports in drilled holes. For metal structures, the ladder shall be secured by welding the top support to the structure and grouting the bottom support into drilled holes in the foundation or as directed by the RPR.

751-3.9 Backfilling.

a. After a structure has been completed, the area around it shall be backfilled with approved material, in horizontal layers not to exceed 8 inches (200 mm) in loose depth, and compacted to the density required in Item P-152. Each layer shall be deposited evenly around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

b. Backfill shall not be placed against any structure until approved by the RPR. For concrete structures, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill and placing methods.

c. Backfill shall not be measured for direct payment. Performance of this work shall be considered an obligation of the Contractor covered under the contract unit price for the structure involved.

751-3.10 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankments, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

751-4.1 Manholes, catch basins, inlets, and inspection holes shall be measured by the unit.

BASIS OF PAYMENT

751-5.1 The accepted quantities of manholes, catch basins, inlets, and inspection holes will be paid for at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials; furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans; and for all labor equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item D-751.1	Airfield Inlet with Aircraft Rated Grate - per each
Item D-751.2	Airfield Manhole with Aircraft Rated Lid - per each
Item D-751.3	Connect New Storm Sewer Pipe to Existing Storm Pipe- per each
Item D-751.4	Connect Storm Sewer Pipe to Existing Storm Structure - per each

REFERENCES

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

ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C32	Standard Specification for Sewer and Manhole Brick (Made from Clay or Shale)
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C443	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

ASTM C478	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C913	Standard Specification for Precast Concrete Water and Wastewater Structures.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M36	Standard Specification for Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains

END OF ITEM D-751

Item D-752 Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures

DESCRIPTION

752-1.1 This item shall consist of reinforced concrete culverts, headwalls, and miscellaneous drainage structures constructed in accordance with these specifications, at the specified locations and conforming to the lines, grades, and dimensions shown on the plans or required by the RPR.

MATERIALS

752-2.1 Concrete. Reinforced concrete shall meet the requirements of Item P-610.

CONSTRUCTION METHODS

752-3.1 Unclassified excavation.

a. Trenches and foundation pits for structures or structure footings shall be excavated to the lines and grades and elevations shown on the plans. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the RPR may approve, in writing, changes in dimensions or elevations of footings necessary to secure a satisfactory foundation.

b. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped, or serrated, as directed by the RPR. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and thin strata shall be removed. When concrete will rest on a surface other than rock, the bottom of the excavation shall not be disturbed and excavation to final grade shall not be made until immediately before the concrete or reinforcing steel is placed.

c. The Contractor shall do all bracing, sheathing, or shoring necessary to perform and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for excavation.

d. All bracing, sheathing, or shoring shall be removed by the Contractor after the completion of the structure. Removal shall not disturb or damage the finished concrete. The cost of removal shall be included in the unit price bid for excavation.

e. After each excavation is completed, the Contractor shall notify the RPR. No concrete or reinforcing steel shall be placed until the RPR has approved the depth of the excavation and the character of the foundation material.

752-3.2 Backfilling.

a. After a structure has been completed, backfilling with approved material shall be accomplished by applying the fill in horizontal layers not to exceed 8 inches in loose depth, and compacted. The field density of the compacted material shall be at least 90% of the maximum density for cohesive soils and 95% of the maximum density for noncohesive soils. The maximum density shall be determined in accordance with ASTM D698. The field density shall be determined in accordance with ASTM D1556.

b. No backfilling shall be placed against any structure until approved by the RPR. For concrete, approval shall not be given until the concrete has been in place seven (7) days, or until tests establish that the concrete has attained sufficient strength to withstand any pressure created by the backfill or the placement methods.

c. Fill placed around concrete culverts shall be deposited on each side at the same time and to approximately the same elevation. All slopes bounding or within the areas to be backfilled shall be stepped or serrated to prevent wedge action against the structure.

d. Backfill will not be measured for direct payment. Performance of this work shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for "unclassified excavation for structures."

752-3.3 Weep holes. Weep holes shall be constructed as shown on the plans.

752-3.4 Cleaning and restoration of site. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Surplus dirt may be deposited in embankment, shoulders, or as approved by the RPR. The Contractor shall restore all disturbed areas to their original condition. The Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in good condition.

METHOD OF MEASUREMENT

752-4.1 The quantity of unclassified excavation for structures shall be the number of cubic yards, measured in original position, of material excavated in accordance with the plans, or as approved by the RPR; but in no case shall any yardage be included in the measurement for payment which is outside of a volume bounded by vertical planes 18 inches outside of and parallel to the neat lines of the footings.

752-4.2 Concrete shall be measured by the number of cubic yards of concrete, complete in place and accepted. In computing the yardage of concrete for payment, the dimensions used shall be those shown on the plans or approved by the RPR. No measurements or other allowances shall be made for forms, false work, cofferdams, pumping, bracing, expansion joints, or finishing of the concrete. No deductions in yardage shall be made for the volumes of reinforcing steel or embedded items.

752-4.3 The quantity of reinforcing steel shall be the calculated theoretical number of pounds placed as shown on the plans, complete in place and accepted. The unit weight used for deformed bars shall be the weight of plain square or round bars, as the case may be, of equal nominal size.

BASIS OF PAYMENT

752-5.1 Payment will be made at the contract unit price per cubic yard for unclassified excavation for structures.

752-5.2 Payment will be made at the contract unit price per cubic yard for concrete for the structures.

752-5.3 Payment will be made at the contract unit price per pound for reinforcing steel.

These prices shall be full compensation for furnishing all materials and for all preparation, excavation, and placing the materials, and for all labor, equipment, tools, and incidentals necessary to complete the structure.

Payment will be made under:

Item D-752.1	Concrete Storm Headwall - per each

REFERENCES

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

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method

END OF ITEM D-752

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Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing and liming the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application

Seed	Minimum Seed Purity (Percent)	Minimum Germination (Percent)	Rate of Application lb/acre (or lb/1,000 S.F.)
Bermuda			100 lb/acre
Common Bermuda (Hulled)			50 lb/acre
Common Bermuda (Unhulled)			50 lb/acre
Tall Fescue			100 lb/acre

Seeding shall be performed during the period between February 16th and November 15th inclusive, unless otherwise approved by the RPR.

901-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 90% will pass through a No. 20 mesh sieve and 50% will pass through a No. 100 mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of 300 lb/acre. All liming materials shall conform to the requirements of ASTM C602.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They

shall be applied at the rate and to the depth specified and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 10-10-10 commercial fertilizer and shall be spread at the rate of 1000 lb/acre. Fertilizer application should be split 50/50 with 500 lb at a time seeding and 500 lb after initial seeding.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Lime shall be applied separately and prior to the application of any fertilizer or seed and only on seedbeds that have previously been prepared as described above. The lime shall then be worked into the top 3 inches of soil after which the seedbed shall again be properly graded and dressed to a smooth finish.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the

seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 lb/sq inches. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipelines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of acres measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item T-901.1	Temporary Seeding - per acre
Item T-901.2	Permanent Seeding – per acre
Item T-901.3	Seeding, Staging Area – per acre

REFERENCES

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

ASTM International (ASTM)

ASTM C602	Standard Specification for Agricultural Liming Materials
ASTM D977	Standard Specification for Emulsified Asphalt

Federal Specifications (FED SPEC)

FED SPEC	JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Item T-904 Sodding

DESCRIPTION

904-1.1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

904-2.1 Sod. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in the special provisions, and any vegetation more than 6 inches in height shall be mowed to a height of 3 inches or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the special provisions.

904-2.2 Lime. Lime shall be ground limestone containing not less than 85% of total carbonates and shall be ground to such fineness that 90% will pass through a No. 20 (850 µm) mesh sieve and 50% will pass through a No. 100 (150 µm) mesh sieve. Coarser material will be acceptable, providing the rates of application are increased to provide not less than the minimum quantities and depth specified in the special provisions on the basis of the two sieve requirements above. Dolomitic lime or a high magnesium lime shall contain at least 10% of magnesium oxide. Lime shall be applied at the rate of 300lb/acre. All liming materials shall conform to the requirements of ASTM C602.

904-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

a. A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;

b. A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or

c. A granular or pellet form suitable for application by blower `equipment`**.**

Fertilizers shall be 10-10-10 commercial fertilizer and shall be spread at the rate of 1000 lb/acre.

904-2.4 Water. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

904-2.5 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

904-3.1 General. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the RPR before the various operations are started. The Contractor shall demonstrate to the RPR before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 Preparing the ground surface. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

904-3.3 Applying fertilizer and ground limestone. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches (50 mm) by discing, raking, or other suitable methods. Any stones larger than 2 inches (50 mm) in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 Obtaining and delivering sod. After inspection and approval of the source of sod by the RPR, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches (50 mm). Sod sections or strips shall be cut in uniform widths, not less than 10 inches (250 mm), and in lengths of not less than 18 inches (0.5 m), but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor’s control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, approval to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 Laying sod. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the RPR, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches (100 mm) immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod

bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch (25 mm) below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches (300 mm) in length and have a cross-sectional area of not less than 3/4 sq inch (18 sq mm). The pegs shall be driven flush with the surface of the sod.

904-3.6 Watering. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 Establishing turf. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the RPR. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. Weeds or other undesirable vegetation shall be mowed and the clippings raked and removed from the area.

904-3.8 Repairing. When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and the condition of the soil, as directed by the RPR, and shall then be sodded as specified in paragraph 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards (square meters) of the surface covered with sod and accepted.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard (square meter) for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904.1	Sodding - per square yard

REFERENCES

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

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-904

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Item T-905 Topsoil

DESCRIPTION

905-1.1 This item shall consist of preparing the ground surface for topsoil application, removing topsoil from designated stockpiles or areas to be stripped on the site or from approved sources off the site, and placing and spreading the topsoil on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

905-2.1 Topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), and clay lumps or similar objects. Brush and other vegetation that will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sod and herbaceous growth such as grass and weeds are not to be removed but shall be thoroughly broken up and intermixed with the soil during handling operations. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means, shall be removed. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% nor more than 20% as determined by the wet-combustion method (chromic acid reduction). There shall be not less than 20% nor more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with ASTM C117.

Natural topsoil may be amended by the Contractor with approved materials and methods to meet the above specifications.

905-2.2 Inspection and tests. Within 10 days following acceptance of the bid, the RPR shall be notified of the source of topsoil to be furnished by the Contractor. The topsoil shall be inspected to determine if the selected soil meets the requirements specified and to determine the depth to which stripping will be permitted. At this time, the Contractor may be required to take representative soil samples from several locations within the area under consideration and to the proposed stripping depths, for testing purposes as specified in paragraph 905-2.1.

CONSTRUCTION METHODS

905-3.1 General. Areas to be topsoiled shall be shown on the plans. If topsoil is available on the site, the location of the stockpiles or areas to be stripped of topsoil and the stripping depths shall be shown on the plans.

Suitable equipment necessary for proper preparation and treatment of the ground surface, stripping of topsoil, and for the handling and placing of all required materials shall be on hand, in good condition, and approved by the RPR before the various operations are started.

905-3.2 Preparing the ground surface. Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the RPR, to a minimum depth of 2 inches to facilitate bonding of the topsoil to the covered subgrade soil. The surface of the area to be topsoiled shall be cleared of all stones larger than 2 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or

the proper growth of the desired planting. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special scarification.

Grades on the area to be topsoiled, which have been established by others as shown on the plans, shall be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left at the prescribed grades in an even and compacted condition to prevent the formation of low places or pockets where water will stand.

905-3.3 Obtaining topsoil. Prior to the stripping of topsoil from designated areas, any vegetation, briars, stumps and large roots, rubbish or stones found on such areas, which may interfere with subsequent operations, shall be removed using methods approved by the RPR. Heavy sod or other cover, which cannot be incorporated into the topsoil by discing or other means shall be removed.

When suitable topsoil is available on the site, the Contractor shall remove this material from the designated areas and to the depth as directed by the RPR. The topsoil shall be spread on areas already tilled and smooth-graded or stockpiled in areas approved by the RPR. Any topsoil stockpiled by the Contractor shall be rehandled and placed without additional compensation. Any topsoil that has been stockpiled on the site by others, and is required for topsoil purposes, shall be removed and placed by the Contractor. The sites of all stockpiles and areas adjacent thereto which have been disturbed by the Contractor shall be graded if required and put into a condition acceptable for seeding.

When suitable topsoil is secured off the airport site, the Contractor shall locate and obtain the supply, subject to the approval of the RPR. The Contractor shall notify the RPR sufficiently in advance of operations in order that necessary measurements and tests can be made. The Contractor shall remove the topsoil from approved areas and to the depth as directed. The topsoil shall be hauled to the site of the work and placed for spreading or spread as required. Any topsoil hauled to the site of the work and stockpiled shall be rehandled and placed without additional compensation.

905-3.4 Placing topsoil. The topsoil shall be evenly spread on the prepared areas to a uniform depth of 2 inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Spreading shall be carried on so that turfing operations can proceed with a minimum of soil preparation or tilling.

After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. after spreading is completed, the topsoil shall be satisfactorily compacted by rolling with a cultipacker or by other means approved by the RPR. The compacted topsoil surface shall conform to the required lines, grades, and cross-sections. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

METHOD OF MEASUREMENT

905-4.1 Topsoil obtained on the site shall be measured by the number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil stockpiled by others and removed for topsoil by the Contractor shall be measured by the number of cubic yards of topsoil measured in the stockpile. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.

905-4.2 Topsoil obtained off the site shall be measured by the number of cubic yards of topsoil measured in its original position and stripped or excavated. Topsoil shall be measured by volume in cubic yards computed by the method of end areas.

BASIS OF PAYMENT

905-5.1 Payment will be made at the contract unit price per cubic yard for topsoil (obtained on the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

905-5.2 Payment will be made at the contract unit price per cubic yard for topsoil (obtained off the site). This price shall be full compensation for furnishing all materials and for all preparation, placing, and spreading of the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-905.1	Topsoiling (Obtained Onsite or Removed from Stockpile) - per cubic yard
Item T-905.2	Topsoiling, Staging Area – per cubic yard

REFERENCES

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

ASTM International (ASTM)

ASTM C117	Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-905

Item T-908 Mulching

DESCRIPTION

908-1.1 This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the RPR.

MATERIALS

908-2.1 Mulch material. Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

a. Hay. Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

908-2.2 Inspection. The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

CONSTRUCTION METHODS

908-3.1 Mulching. Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm) or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

908-3.2 Securing mulch. The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in

straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

908-3.3 Care and repair.

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the "asphalt spray" method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the "asphalt mix" method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

METHOD OF MEASUREMENT

908-4.1 Mulching shall be measured in square yards (square meters) on the basis of the actual surface area acceptably mulched.

BASIS OF PAYMENT

908-5.1 Payment will be made at the contract unit price per square yard (square meter) for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-1	Mulching - per acre

REFERENCES

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

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-908

CONTRACT

THIS CONTRACT made and entered into to be effective _____, 202___ by and between, AUGUSTA GEORGIA, "Augusta," a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called "Airport", and Reeves Construction Company, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

WHEREAS, Augusta has solicited a bid to make improvements and enclose the Southeast Drainage Ditch – Phase II for the Airport;

WHEREAS, the Contractor submitted a bid for said services; and

WHEREAS, Augusta, on behalf of the Airport, accepted the Contractor's Bid for said services;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor's Services shall be in accordance with the scope of services and all provisions provided herein.

ARTICLE 1
SCOPE OF THE WORK

1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

AUGUSTA REGIONAL AIRPORT SOUTHEAST DRAINAGE DITCH ENCLOSURE PH II

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

1.2.1 **Airport Executive Director**. The person tasked with the day-to-day operations of the Airport.

1.2.2 **Augusta Aviation Commission**. The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.

1.2.3 **Augusta, Georgia or City or Owner**. Augusta, Georgia's Commission.

1.2.4 **Engineer**. The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

1.2.5 **Project**.

Base Bid: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 557 linear feet of existing storm sewer pipe, and the installation of approximately 1,784 linear feet of new storm sewer pipe.

Bid Alternate 1: Augusta Regional Airport Southeast Drainage Ditch Enclosure Ph II, including, but not limited to, the removal of approximately 70 linear feet of existing storm sewer pipe, and the installation of approximately 880 linear feet of new storm sewer pipe.

1.2.6 **Airport's Administrator**. Airport's Representative shall be the Airport's Executive Director or his designee.

1.2.7 **Contractor's Representative(s)**. The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be _____. Contractor's Representative may be changed upon prior written notice delivered to Owner.

1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.

1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.

1.5 **Design, Standards and Practices**. The design, strength, quality of materials, and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE II
TERM

2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued September 1, 2025. The Contractor will mobilize with sufficient forces such that all work is completed within one hundred and forty-five (145) calendar days after the issuance of the NTP. If Bid Alt 1 is to be awarded, the number of days as indicated in Section 80 of the General Provisions shall be added to the contract and the duration of the project shall be adjusted accordingly. There shall be no additional calendar days given for mobilization of bid alternates. Contract time charges will begin as set forth in Section 80 of the General Provisions.

2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

2.3 For additional details please review Section 80 of the attached Specifications.

2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.

2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

ARTICLE III
LIQUIDATED DAMAGES

3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial

Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

ARTICLE IV
PAYMENT

4.1 **The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on March 19, 2025, with a contract price of $5,285,229.60.

4.2 **Progress Payments**

4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

1) 90% of Work completed as determined by Engineer.
2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.)

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

4.3 **Invoices**.

Contractor shall submit invoices to:

Mead & Hunt, Inc.
Attn: Edwin Scott
5955 Core Road, Suite 515
North Charleston, SC 29406

4.4 **Retainage and Partial Payments**. If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;

4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, and schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;

4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower

tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.

4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. § 13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

ARTICLE V
FINAL INSPECTION

5.1 Upon notice from the Contractor that the Work is completed, the Owner shall request the Contractor to be available during the course of final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

ARTICLE XI
ACCEPTANCE AND FINAL PAYMENT

6.1 **Final Payment**. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.

6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.

6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VII
CHANGES

7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.

7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.

7.3 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 Augusta Aviation Commission or Augusta, Georgia 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.

ARTICLE VIII
INSURANCE

8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:

8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.

8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy."

8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days' notice shall be required in the event of cancellation due to non-payment of premium.

8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.

8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta's Risk Manager to confirm with Contractor's insurance agents, brokers, and insurance companies all information furnished.

8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta's Risk Manager.

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

8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.

8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.

8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.

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

Workers' Compensation	Georgia Statutory
Employer's Liability	$1,000,000.00 Limit Each Accident $1,000,000.00 Limit Disease Aggregate $1,000,000.00 Limit Disease Each Employee

8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage with limits no less than five million dollars ($5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance**. For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars ($5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, and elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability**: $2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars ($2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia
Risk Management
535 Telfair Street
Suite 920
Augusta, GA 30901
(706) 821-2502 (Fax)

8.16 **Subcontractors**. It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the particular trade that the subcontractor is performing. It also is the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name “Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees, and volunteers” as additional insureds.

ARTICLE IX
AIRPORT SECURITY REQUIREMENTS

9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.

9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.

9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community, and credit reports for the Contractor, as well as its employees.

9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.

9.5 Contractor shall pay all costs associated with providing SIDA badges.

9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of Georgia in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and

10.2 The execution, delivery, and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity, or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and

10.3 The execution, delivery, and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and

10.4 No action, suit, or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and

10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

ARTICLE XI
NOTICES

11.1 **Delivery**. All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled “Addresses”.

11.2 **Receipt**. Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number**. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses**.

To OWNER:

Augusta Regional Airport
Attn: Executive Director
1501 Aviation Way
Augusta, Georgia 30906
Telephone: (706) 798-3236
Fax: (706) 798-1551

To CONTRACTOR:

Attn:

Telephone:
Fax:

With a copy to:

Augusta General Counsel
Augusta Richmond County Department of Law
535 Telfair St.
Building 3000
Augusta, GA 30901
Fax: (706) 842-5556

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers, or Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

ARTICLE XIII
PERMITS

13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits, and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

ARTICLE XIV
WORK PERMITS REQUIRED

14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

ARTICLE XV
FEDERAL WORK AUTHORIZATION

15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. § 13- 10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit

15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

ARTICLE XVI
MISCELLANEOUS CONTRACT PROVISIONS

16.1 **Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards, and Methods described herein.

16.2 **Force Majeure**

16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

16.2.3.1 any cause beyond its reasonable control;
16.2.3.2 any act of God;
16.2.3.3 inclement weather;
16.2.3.4 earthquake;
16.2.3.5 fire;
16.2.3.6 explosion;
16.2.3.7 flood;
16.2.3.8 strike or other labor dispute;
16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel, or transportation from unusual sources, or any other;
16.2.3.10 delay or failure to act of any governmental or military authority;
16.2.3.11 any war, hostility or invasion;
16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
16.2.3.13 any legal proceedings;
16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part; or,
16.2.3.15 any disease, epidemic, or pandemic.

16.3 **Commercial Activities**

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer, or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

16.8.1 **Consent of the Owner Required**. Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten (10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.

16.8.2 **No Relief of Responsibilities**. No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.

16.9 **Parties Bound**. This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.

16.10 **No Partnership or Joint Venture**. Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.

16.11 **Waiver**

The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.

16.12 **Compliance with Applicable Laws and Regulations**

Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, and pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

16.13 **Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents, and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

16.14 **Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will 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 through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal, and all related fees.

16.15 **Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

16.16 **Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contact.

16.17 **Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

16.18 **Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.

16.19 **Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Contract.

16.20 **Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

16.21 **Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

16.22 **Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

AUGUSTA, GEORGIA

_____
Garnett L. Johnson, Jr. Mayor

Attest: _____
Lena J. Bonner, Clerk of Commission

AUGUSTA AVIATION COMMISSION

_____
Ronic West, Aviation Commission Chair

Attest: _____
Jennifer Humphrey, Clerk of Augusta Aviation Commission

CONTRACTOR

_____

Sworn to and subscribed before me

this ____ day of _____, 202_.

_____

Notary Public

My commission expires: _____

(NOTARIAL SEAL)

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Mead and Hunt RFP 23-156

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve the revised Work Authorization #16 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the Enclosure of the existing East-West Drainage Ditch in the amount of **$280,606.71. (RFP 23-156)**

Background: The scope of this Project is to enclose the existing east-west drainage ditch just south of the end of Runway 17-35. The project is a continuation, Phase II, of a project completed in 2020 which enclosed the previously existing north-south ditch just east of Runway 17-35 that fed into the existing east-west ditch. The Phase II Ditch is approximately 30 feet deep and extends across the Runway 17-35 Southern End, East to West and perpendicular to Runway 17-35, for approximately 1,000 linear feet.

Because of the location of the east-west ditch, there are major concerns to the condition of the Runway 17-35 Safety Area (RSA) and Object Free Area (ROFA). The headwalls on either side of Runway 17-35 are continuing to erode encroaching upon the RSA causing major concern for the Airport's operations. Additionally, Operations has had difficulty securing the Airfield, with the ditch providing an easy access for wildlife to enter the active operations area. The purpose of this Project is to enclose approximately 300' of ditch west of Runway 17-35's south end and 700' east of Runway 17-35's south end within a storm sewer system, thus allowing Airport operations to secure the airfield. This ditch also causes difficulty in accessing portions of the Airfield, as operations staff must drive several thousand feet to the south to access the east or west side of the airfield. Enclosure of this Ditch will also improve the Runway Protection Zone (RPZ) for Aircraft.

The base bid of the project includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, the removal of approximately 570 linear feet of storm pipe, the construction of

approximately 1,600 linear feet of new storm pipe and associated struct (inlets, headwalls, etc.), along with excavation, topsoiling, and seeding. The majority of this project exists to the west of the phase I ditch enclosure project.

The bid alternate includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, the removal of approximately 75 linear feet of storm pipe, the construction of approximately 900 linear feet of new storm pipe and associated structures (inlets, headwalls, etc.), along with excavation, topsoiling, and seeding. The Cost of Construction is **$5,285,229.60.**

The scope of services to be performed by Mead & Hunt, Inc. includes all work, services, materials, equipment and supplies necessary to provide Construction Administration, Construction Observation and Testing Services for the Ditch Enclosure.

This Proposal was provided to GDOT for their review and approval in which comments were received that directly affected the previously approved scope and fee (attached). Mead & Hunt revised the overall WA per GDOT's request and submitted the changes. The updated proposal was approved by GDOT last week.

Analysis:

The construction phase services contract is based on a 60-calendar day mobilization and a 125-calendar day construction period (185 days, total).

It is hereby requested that the Aviation Commission approve this revision to Work Authorization #16, for a Lump Sum Fee totaling **$280,606.71.**

This Work Authorization has been reviewed by Mr. Robert Kerr.

Financial Impact:

This Work Authorization will be funded via a Georgia Department of Transportation (GDOT) 2025 Grant at a 75/25 split between state, and Airport Enterprise funds.

Alternatives:

N/A

Recommendation:

Approve the revised Work Authorization #16 for Mead and Hunt to provide Construction Administration and Construction Observation (CA/CO) services for the Enclosure of the existing East-West Drainage Ditch in the amount of **$280,606.71.**

Funds are available in the following accounts:

551081305-5412110

REVIEWED AND APPROVED BY:

N/A

Attachment A
Southeast Drainage Ditch Enclosure Phase II
Aviation Services Construction Administration / Construction Observation (CA/CO) Work Scope *(Revised)*

Augusta Regional Airport (AGS)
GDOT PID T008670
Augusta, GA
July 14, 2025

The scope of this Project is to enclose the existing east-west drainage ditch just south of the end of Runway 17-35. The project is a continuation, Phase II, of a project completed in 2020 which enclosed the previously existing north-south ditch just east of Runway 17-35 that fed into the existing east-west ditch. The Phase II Ditch is approximately 30 feet deep and extends across the Runway 17-35 Southern End, East to West and perpendicular to Runway 17-35, for approximately 1,000 linear feet.

Because of the location of the east-west ditch, there are major concerns to the condition of the Runway 17-35 Safety Area (RSA) and Object Free Area (ROFA). The headwalls on either side of Runway 17-35 are continuing to erode encroaching upon the RSA causing major concern for the Airport's operations. Additionally, Operations has had difficulty securing the Airfield, with the ditch providing an easy access for wildlife to enter the active operations area. The purpose of this Project is to enclose approximately 300' of ditch west of Runway 17-35's south end and 700' east of Runway 17-35's south end within a storm sewer system, thus allowing Airport operations to secure the airfield. This ditch also causes difficulty in accessing portions of the Airfield, as operations staff must drive several thousand feet to the south to access the east or west side of the airfield. Enclosure of this Ditch will also improve the Runway Protection Zone (RPZ) for Aircraft.

The base bid of the project includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, the removal of approximately 570 linear feet of storm pipe, the construction of approximately 1,600 linear feet of new storm pipe and associated structures (inlets, headwalls, etc.), along with excavation, topsoiling, and seeding. The majority of this project exists to the west of the phase I ditch enclosure project.

The bid alternate includes but is not limited to, Mobilization, Airfield Safety and Traffic Control, Erosion Control, the removal of approximately 75 linear feet of storm pipe, the construction of approximately 900 linear feet of new storm pipe and associated structures (inlets, headwalls, etc.), along with excavation, topsoiling, and seeding.

This phase of the work scope includes all basic services rendered after the award of a construction contract. The scope of services to be performed by Mead & Hunt, Inc. (Consultant) includes all work, services, materials, equipment and supplies necessary to provide Construction Administration, Construction Observation and Testing Services for the Construction of the Project. The Consultant shall complete the scope of services in accordance with generally accepted standards of practice and shall include all work necessary to complete the tasks outlined in this Work Authorization.

The construction phase services contract is based on a 185-calendar day construction period (145 calendar days for base bid, 40 additional calendar days for the bid alternate). It is anticipated that the Contractor will

mobilize for 60 days and work in the field for 125-calendar days, five (5) to six (6) days / week. The Cost of Construction is $5,285,229.60 (Base Bid & Bid Alt Construction) + $280,606.71(CA/CO) = **$5,565,836.31.**

PHASE I. Pre-Construction

1.0 Pre-Construction Activities

The Consultant will schedule, prepare for, and conduct a Pre-Construction Conference. The project manager and the Resident Project Representative (RPR) will establish this meeting to review FAA, GDOT and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Owner, the Contractor, his/her Subcontractors, the FAA-ADO (if necessary), GDOT, FAA-ATCT, the FBO, airport tenants affected by construction, utility companies, and any other interested parties. The purpose of this meeting will be to review the Contractor's proposed schedule, discuss safety and security issues, shop drawing submittals, contract requirements and to coordinate surveying and testing. Minutes shall be prepared and distributed after the conference. This task will include the following:

- Schedule meeting, send invitations, provide meeting materials, and prepare pre-meeting exhibits and materials.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction conference. The Owner should be provided with copies of all the construction schedules.
- Prior to the pre-construction conference, furnish the Owner with the name of the project engineer and qualifications for Owner approval. Project engineer means 'engineer' as defined in Section 10 (Section 10-18) of the General Provisions.
- Provide the contractor with a list of required submittals that they must provide and discuss at the pre-construction conference.
- Preside at the pre-construction conference, prepare a detailed record of the conference, submit record to the Owner for review and comment, and distribute the final record.

2.0 Initial Construction Layout

The Contractor's survey crew will establish and identify horizontal and vertical field control, per the construction documents. The Consultant will be available to answer Contractor questions with regards to Control.

3.0 Prepare Construction Management Plan (CMP)

The Project Engineer and/or RPR will obtain and review the contractor's Quality Control (QC) Plan and will then prepare the Construction Management Plan (CMP). The CMP combines data from the QC Plan with information of project responsibilities from the Owner and Engineer. A preliminary copy of the CMP will be submitted to the Owner and GDOT for approval. After review, the CMP may be revised or issued to the contractor for use.

The Consultant will prepare a Construction Management Plan (CMP) that outlines the materials testing requirements, as set forth in the construction documents and contained in Federal Advisory Circular 150/5370-10H. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing.

4.0 Prepare Project Files

The Consultant will verify that the construction Contracts are in order, the contractor has provided proof of insurance and the bonds have been completed, and the contractor has been provided with adequate copies of the construction plans.

"Issued for Construction" plans will be prepared and distributed. The construction plans will be updated to include all addenda items issued during bidding. The quantity sheets, testing sheets, and construction report format will be prepared. Any plan changes will be completed as part of a separate work authorization.

5.0 Grant Administration Assistance

The Grant for this Project is proposed to be an FY 25 GDOT State Grant. This task will include assisting the Owner with necessary project tracking documentation in order to make periodic draws on the grant and will include the following:

- Calculate cost summary included in the grant draw request
- Assemble supporting documentation, such as invoices, estimates, etc.

PHASE II. Construction Management

6.0 Construction Management

The Engineer agrees to provide the management engineering services required for the execution of the contracted work. A Project Manager (PM) will be assigned to the Project and will be responsible for the overall administration and review of construction progress, as well as pay requests. The PM will review and provide comment on Project compliance issues for quality control testing performed by the Contractor.

The PM will review the Project on a weekly basis and will make site visits (bi-weekly) to monitor construction activities. These services shall include, but are not limited to, the following:

- Check construction activities to obtain compliance with plans and specifications.
- Attend construction meetings biweekly.
- Provide interpretation of plans and specifications.
- Supervise and coordinate sub-consultant contracts for construction observation and testing.
- Review shop drawings and submitted certificates for compliance with design concepts. Evaluate and determine the acceptability of substitute materials and equipment proposed by the contractor.

- Evaluate the contractor's suggestions on drawing or specification modification and report those suggestions to the Owner.
- Review all final pay estimates and explanation of variation between the contract and final quantities.
- Review weekly progress reports.
- Prepare change orders which include a cost estimate, cost/price analysis and record of negotiations. Project Manager shall submit copies to Owner for approval and signature before proceeding with the work. Any additional design would not be considered in the scope of this W/A.
- Meet with the Owner for consultation and advice during construction.
- Assist Owner with the preparation of reimbursement requests from Grant projects. Determine the amount owed to the contractor and recommend those payment amounts in writing to the contractor. The Project Manager will submit periodic payment recommendations to the Owner for concurrence and payment. Payment recommendations will demonstrate that work has progressed to the point indicated for payment and that, to the Project Engineer's best knowledge, information, and belief, the quality of such work is in accordance with the contract documents. The Project Engineer, as an experienced and qualified professional, will make payment recommendations from information that is gathered during on-site visits, provided by the contractor, reviewed from payment applications and accompanying data and schedules, and/or measured in the field.
- Verify that all testing required by the specifications is performed, and review all materials reports prepared in accordance with the Construction Management Plan.
- Update record drawings during construction from redline or working drawings.

PHASE III. Resident Engineering

7.0 Resident Engineering

This task will include resident engineering, construction observation and construction administration for the duration of the Project. A dedicated RPR will be assigned to this Project, as will personnel for construction observation. The RPR will be on-site to coordinate and schedule staff, answer questions, observe quality control activities, process progress reports and pay requests, and record as-built changes. Additionally, the RPR will monitor compliance with plans and specifications, acquire field measurements, provide entries in the construction diary, assist in pay request processing, report non-compliance issues to Owner, and record as-built changes.

The RPR shall maintain a construction diary to record the construction history of the Project. The diary will be made available to the Owner upon request for review during site visits. The Project diary should include, but not be limited to, the following information - weather conditions, job site conditions, work in progress, general location of work, equipment in use, contractors work force and hours worked, delivered materials, tests performed, failed tests (if any) and action taken, instructions to contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and any delays to construction and the reason for delays. The diary should be in a bound book of good quality that is easy to handle and carry.

Resident engineering services shall include, but are not limited to, the following:

- Check construction activities for compliance with plans and specifications.
- Make necessary acceptance tests in accordance with the cited requirements and standard methods of GDOT, the FAA, ASTM, and AASHTO; record all test results on the appropriate forms; prepare a summary and disposition of all testing and materials inspection; and record all deviating tests. Consultant shall conduct materials inspections and acceptance tests required and observe and evaluate all such tests made by the contractor in the field and laboratory as necessary in accordance with plans and specifications. Consultant shall furnish copies of all test reports to the Owner. Monitor contractor's performance of the required quality control tests. The RPR shall immediately bring any non-compliance issues to the contractor and the Owner.
- The RPR shall notify the contractor of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications. The RPR may reject nonconforming materials and will notify the contractor to suspend any work in question, until such issues can be referred to the Owner for a final decision.
- Maintain daily records of the contractor's progress and activities during the course of construction and include progress of all work. These records will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather conditions, equipment use, labor requirements, safety problems, and required changes.
- RPR shall furnish the Owner with periodic construction progress and inspection reports.
- RPR shall review contractor's weekly submitted payrolls for compliance with Federal and State law on classification and wage rates; check and submit reports on shop drawings and construction submittals; and prepare and maintain necessary records of construction progress.
- RPR shall receive from contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, certificates, tests, approvals, etc.
- RPR shall prepare and submit periodic estimates, including the final estimate, during the construction project.
- RPR shall determine if the work is completed and ready for final acceptance. After consultation with the Owner, the Project Manager shall furnish the contractor with a list of items that were observed and require completion or correction.
- When the Project is complete and ready for final acceptance, the RPR shall arrange for review of the finished work by the Owner and the contractor. After the final inspection and acceptance, the Project Manager shall prepare and submit the Final Pay Application to the Owner for consideration.
- RPR shall observe the progress of the Project in order to monitor the contractor's compliance to the Project plans and specifications.
- RPR shall monitor the contractor's compliance with the Construction Operations and Safety Plan and immediately bring any non-compliance issues to the attention of the contractor.
- RPR shall establish and conduct weekly construction progress meetings with the contractor to discuss pertinent construction issues such as schedules, taxiway/runway closures, materials submittals, mix design approvals, secured area access, and the need for traffic control or gate guards.

PHASE IV. Post Construction Services

8.0 Final Inspection and Documentation

8.1 Final Inspection

Consultant will schedule and conduct a final inspection with the Owner, contractor, and State representatives to determine whether the Project has reached substantial completion and verify that the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient and will provide the contractor a listing of those items.

8.2 Final Punch List

Consultant will prepare a punch list correspondence to include the deficient items and will forward the correspondence to the contractor. It will state the items in need of correction and will request a schedule for completion. The Consultant will send a copy to the Owner and include a copy in the Grant Closeout Report.

8.3 Final Construction Certifications

Once all the punch list items have been completed to the satisfaction of the Owner, the Consultant will prepare a Certification of Construction Acceptance for the Project. This certification will also be included in the closeout report.

9.0 Record Drawings, Equipment Manuals, Materials Book

9.1 Record Drawings

The Project team will collaboratively assemble the Project record drawings. The as-built plans will specify field constructed conditions included as part of this Project, such as any field surveying required to compute final quantities. Any drawings will become record information. The Consultant shall provide the Owner with two (2) sets of reproducible “Record Drawings” in both digital and hardcopy format.

9.2 Equipment Manuals

Not included within the scope of this project.

9.3 Materials Book

The project team will collaboratively assemble the materials book for the project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests, as well as failing tests and corrective measures taken in order to achieve satisfactory results. The Owner will receive two (2) copies of these documents.

10.0 State (GDOT) Grant Closeout Report

Once the project is complete, a project closeout report will be prepared and assembled. Components of the report will include a summarization of the project description, periodic draws on the grant, change orders and amendments, project certifications, documentation of final project acceptance, and Outlay and Request for Reimbursement for Construction Programs. As part of this task, the project closeout will be coordinated with the Owner and FAA.

Deliverables to GDOT as a part of the Closeout Report shall include:

- Electronic (PDF) As-Built Plans – Record Drawings
- Contractor invoices including Final Approved Pay Application
- Consultant Invoices
- Contractor Closeout
- Final Inspection Report

PHASE V. Additional Services

11.0 Update Airfield Signage Plan

Not included within the scope of this project.

12.0 Update Airport Layout Plan to Reflect As-built Changes

Project Engineer will update the Airport Layout Plan (ALP) to show new airfield configuration to the south of Runway 17-35. The Consultant shall provide the Owner with two (2) sets of reproducible ALP in both digital and hardcopy format.

13.0 Airports GIS Compliance

Not included within the scope of this project.

SPONSOR Responsibilities

The SPONSOR shall be responsible to provide the following information and activities:

- Provide access to the project site and assist with locating any known utilities.
- Provide a single point of contact with the Sponsor to review all documents and make decisions.
- Provide any known record drawing information to the Consultant.
- Provide coordination regarding construction safety and phasing plan reviews and project scheduling with airport tenants.
- Required permits will be managed and administered by OWNER or other parties unless specifically identified in CONSULTANT scope of services. These permits may include, but are not limited to, Federal and State environmental clearances (ex: Clean Water Act 404 permit, NEPA, NPDES, Clean Air Act); public utility connection permits and review fees; construction/contractor permits (ex: hauling, erosion control, storm water, air quality, fugitive dust).
- Protection of digital information or data supplied by CONSULTANT from contamination, misuse, or changes.

SERVICES TO BE EXCLUDED

The OWNER and CONSULTANT agree that the following items will be excluded from this scope. If these or any additional items are added to the CONSULTANT's scope of services, they will be considered extra services and require a negotiated fee and an amendment to the contract.

- Expert witness testimony.
- Landscaping architecture services.
- Ornamental fence design.
- Architectural services for signs and structures.
- Floodplain modifications (ex: LOMR).
- Right-of-way engineering (ex: establishing/dissolving easements).
- Update of Airfield Pavement Management System (APMS) with surveyed PCI data.
- Update to Airport Land Use Compatibility Plan (ALUCP).

WORK AUTHORIZATION #16 (REVISED)

TO

PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

BETWEEN: Augusta Regional Airport (AGS) (AIRPORT) ("CLIENT")

1501 Aviation Way, Augusta, GA 30906

AND: Mead and Hunt, Inc. ("CONSULTANT")

A Wisconsin Corporation

TASK ORDER EFFECTIVE DATE: July 31, 2025

RECITALS

This is the sixteenth (16th) Work Authorization to the PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT dated effective October 17, 2023 between the CLIENT and CONSULTANT ("CONTRACT").

AGREEMENT

1. Services to be provided. The Scope of Services includes: all work, services, materials, equipment and supplies necessary to provide Construction Administration, Construction Observation and Testing Services for the Ditch Enclosure. The project is a continuation, Phase II, of a project completed in 2020 which enclosed the previously existing north-south ditch just east of Runway 17-35 that fed into the existing east-west ditch. The Phase II Ditch is approximately 30 feet deep and extends across the Runway 17-35 Southern End, East to West and perpendicular to Runway 17-35, for approximately 1,000 linear feet.

   Because of the location of the east-west ditch, there are major concerns to the condition of the Runway 17-35 Safety Area (RSA) and Object Free Area (ROFA). The headwalls on either side of Runway 17-35 are continuing to erode encroaching upon the RSA causing major concern for the Airport's operations. Additionally, Operations has had difficulty securing the Airfield, with the ditch providing an easy access for wildlife to enter the active operations area. The purpose of this Project is to enclose approximately 300' of ditch west of Runway 17-35's south end and 700' east of Runway 17-35's south end within a storm sewer system, thus allowing Airport operations to secure the airfield. This ditch also causes difficulty in accessing portions of the Airfield, as

operations staff must drive several thousand feet to the south to access the east or west side of the airfield. Enclosure of this Ditch will also improve the Runway Protection Zone (RPZ) for Aircraft

2. Schedule. The project shall be completed within a 185 calendar day schedule (60 calendar days of mobilization, 125 calendar days of construction).

3. Consideration. The services shall be provided for the lump sum of $280,606.71. Services will be billed on a percentage complete basis by task. Progress payments shall be made in accordance with the CONTRACT.

	Consideration for Professional Services	Contract Length	Invoice Method
Construction Administration / Construction Observation (CA/CO) Services for the Drainage Ditch Enclosure – Phase II Improvements	$ 280,606.71	185 days	Lump Sum

APPROVAL AND ACCEPTANCE: Approval and acceptance of the WORK AUTHORIZATION including any attachments shall incorporate this document as part of the CONTRACT between the AIRPORT and the CONSULTANT dated October 17, 2023. All work and services defined in this WORK AUTHORIZATION shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the AIRPORT and CONSULTANT.

Accepted by: AUGUSTA AVIATION COMMISSION Approved by: MEAD AND HUNT, INC.

By: _____

Name: Ronic West

Title: Aviation Commission Chair

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

By: _____

Name: Edwin Scott

Title: Vice President, Department Manager

Date: _____

Approval: _____
Authorized Reviewer Signature

Georgia Department of Transportation

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

MEMORANDUM

Date: June 4, 2025,

To: Elizabeth Giles, Senior Construction Project Manager – Augusta Regional Airport

From: Brian Walden, GDOT Aviation Project Manager

Cc: Edwin Scott, Jr. P.E., Mead & Hunt

Subject: CA & CO Drainage Ditch Enclosure
Augusta Regional Airport, Augusta, GA

Georgia DOT – Aviation Programs has reviewed the Scope and Man-Hour Proposal submitted to our office on May 19, 2025.

Unless otherwise noted below, the Department considers the scope of work and man-hours associated with this project reasonable and customary. This review is based upon the scope of work and man-hours per classification submitted in this proposal. Revisions which result in a change in scope and/or reclassification of hours will require the Department's review and concurrence.

General Comments:

- GDOT will only allow a Fixed Fee of 10%. If the Sponsor wishes to pay the remaining 5%, they may do so at their cost.
  - *M&H Response: This request has been made and is reflected in the updated proposal.*

Scope of Work: Exhibit A

The GDOT Project Number has yet to be identified for this project, please use the Project Identification Number: PID T008670 as the GDOT Project Identifier.

Element 1 Construction Administration Services

- Please add- GDOT will be provided I set of record drawings in electronic format (PDF).
- 1.0 Pre-Construction Activities – please consider adding "The Engineer will prepare for and conduct a formal pre-construction conference for the project. The conference will be scheduled to permit Owner, GDOT, Contractor representatives, and the Engineer to attend. Minutes shall be prepared and distributed after the conference"
  - *M&H Response: This statement is already included within the scope of work except for the last sentence. The Scope has been revised to include such.*

Deliverables:

- GDOT request that Scope be revised to include "Deliverables to GDOT to include:
  - Electronic (PDF) As-Built Plans – Record Drawings
  - Contractor invoices including Final Approved Pay Application
  - Consultant Invoices
  - Contractor Closeout
  - Final Inspection Report
- *M&H Response: These deliverables have been added into the proposal.*

Exhibit 1

Unless otherwise noted below, the Department considers the hours associated with project reasonable and customary.

Element 1– Construction Administration - The Department considers 384 hours reasonable and customary for Construction Administration Services versus the 414 hours proposed. The Construction Administration Services is to include Pre-Construction, Construction Management, and Post Construction Services.

Project Manager - 85	Engineer III - 152	Engineer II 84	CADD 32	Project Assit. 31	

- The Department will participate in a total of 9 site visits for one employee to include preconstruction conference, Construction site visits, punch list and final inspection
- Please revise Direct Labor costs to reflect 9 trips for this project.
- *M&H Response: The hours associated with labor have been revised to reflect the above requested changes.*

Element 2 – Construction Inspection/Observation

Aulick:

- Base Bid - The Department will participate in a 5-day work week, 10 hours a day for 12 weeks per submitted scope of work (85 Calendar days, five (5) days/week). The Department will not participate in Inspection during Mobilization.
- Alternate Bid - The Department will participate in a 5-day work week, 10 hours a day for 5.7 weeks per submitted scope of work (40 Calendar days, five (5) days/week).
- *M&H Response: Subconsultant (Aulick) to submit revised CA/CO proposal with requested changes made. This revision will be provided ASAP, however, M&H did not receive confirmation on direction until 6/20.*

Element 3 – Construction Materials Testing

- The Sub-Consultants (Nova) proposal includes overtime; the Department does not participate in the payment of overtime; if the Sponsor chooses to participate in the payment of overtime associated with this proposal, they may do so.
  - *M&H Response: It is noted that the hourly rates are subject to overtime, not that the proposal includes overtime.*

- Please provide hourly rate break down to include hourly rate, overhead rate and 10% profit for NOVA.
    - *M&H Response: Hourly rates are provided and a revised proposal in included herewithin.*

Please advise the Department of any unusual circumstances or conditions that would possibly require hours in excess of what the Department considers reasonable and customary for this type of project

Please consider the above and send a revised Scope and Man-Hour Proposal by June 18, 2025 with response to comments included in this document via e-mail. The responses can be put in this document as sub-bullets to the comments herein. Please call or email Brian Walden at 706-339-0921 or BrWalden@dot.ga.gov with any questions or clarifications.

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman Date
August Aviation Commission

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

Design Taxiway Connectors & Taxiway E WA #15 – Mead and Hunt RFP 23-156

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve **Work Authorization #15 to Mead and Hunt** to provide Engineering Design Services which includes plans, specifications, and services through bidding, for the Construction of new Taxiway Connector(s) and Taxiway E "Hot-spot" Mitigation at Augusta Regional Airport in the amount of **$1,384,579.45. (RFP 23-156)**

The current Estimated Cost of Construction of this proposed project is approximately $22,750,000.

Background: With the reconstruction of Taxiway F, the majority of Airport Improvement Program (AIP) eligible airfield pavement will have been reconstructed or rehabilitated within the past 10 years. Per the FAA's records, the only remaining item needing to be addressed prior to funding new AIP eligible pavement or facility projects is the existing "hot spot" located at the intersection of Taxiway E and Runway 17-35. This area of taxiway is deemed as such because of the direct connection along Taxiway E through Runway 17-35. The concern is that a pilot could inadvertently create a runway incursion by simply not holding short of the Runway or maneuvering onto Taxiway A. In order to remove the existing hot spot, a new connector(s) must be designed and constructed to alleviate congestion and provide an outlet to/from Runway 17/35, Taxiway A4 and G2. In 2022, after conversations surrounding projects in the near future, several exhibits were drafted and provided to the FAA depicting the potential Taxiway A4 and G2 connectors. These two taxiways have been approved within the ALP and AGS has received notice of Tentative Allocation of federal funding for design in 2025 with construction to follow in 2026. The taxiway would be designed and laid out as a TDG IV resulting in a 50-foot-wide taxiway with 20-foot shoulders. The overall footprint of construction would be approximately 19,000 square yards.

Once construction is complete on the new connector taxiways, the existing hot spot will be removed, and the remainder of Taxiway A will be constructed to the south. This PROJECT is programmed by the Federal Aviation Administration (FAA) for a Fiscal Year (FY) 2025 design grant and a FY 2026 construction grant.

This Project will include Mobilization, Airfield Safety and Traffic Control, Erosion Control, Stormwater analyzation and potential improvements, demolition, excavation, paving, grading, seeding, and mulching within the project limits at an estimated total cost of construction of $22,750,000. Construction will be phased into individual smaller projects

In order to mitigate the existing hotspot, the Project, **AGS – Design New Connector Taxiway(s) and Taxiway E "Hot-spot" Mitigation**, is hereby proposed.

For Federal projects where fees exceed $100,000, an Independent Fee Estimate (IFE) is required for Federal participation. This proposal is contingent upon the results of an IFE. An IFE is required to determine that the proposed fee requested for the project is within the bounds (within 10%) of the requested scope. The Airport has reached out to a consultant to conduct the IFE.

Analysis:

Improving existing airfield pavement and removing areas deemed safety concerns remains a high priority for AGS and the FAA.

The current Estimated Cost for is approximately **$22,750,000**.

It is hereby requested that the Aviation Commission approve this **Work Authorization # 15**, in a Lump-Sum fee amount of **$1,384,579.45.** This work authorization is requested and includes the efforts to develop Plans, Specifications and provide Bidding Services, per FAA Advisory Circulars, for the project**.**

This Work Authorization has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

Financial Impact:

This work authorization is proposed to be funded through Federal Airport Improvement Program (AIP) Grant #61 via a 90/5/5 split between the FAA, GDOT, and Airport Enterprise Funds. Construction is proposed to be funded via FAA AIP grant issued in Fiscal year 2025.

Alternatives:

N/A

Recommendation:

Approve **Work Authorization #15** to provide Engineering Design Services which includes plans, specifications, and services through bidding, for the Construction of new Taxiway Connector(s) and Taxiway E "Hot-spot" Mitigation at Augusta Regional Airport in the amount of **$1,384,579.45.**

The current Estimated Cost of Construction of this proposed project is approximately $22,750,000.

Funds are available in the following accounts: 551081303-5412110

REVIEWED AND APPROVED BY: N/A

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman Date
August Aviation Commission

Augusta Regional Airport (AGS)
Design New Connector Taxiway(s) and Taxiway E "Hot Spot" Mitigation
Engineering Design Fee Estimate

Date: 6/25/2025

PHASES and TASKS		Mead & Hunt (labor hours and rates)													Subconsultant fee				Expenses					Total Combined Cost
		Senior Associate	Senior Project Engineer	Project Manager	Senior Electrical Engineer	Senior Drainage Engineer	Sr. Civil Engineer	Engineer III	Engineer II	Engineer I	Technician II	Project Assistant	Clerical	Total Mead & Hunt Labor Cost	Sub 1	Sub 2	Sub 2	Total Subconsultant Cost (incl m/u)	Mileage (Per Mile)	Meals (Per Meal)	Parking/Tolls, Rental Car, Travel Lodging/Hotel	Reproduction and Shipping	Total Expenses Cost	
		$334	$274	$221	$195	$195	$195	$175	$159	$136	$129	$136	$96		1.15	1.15	1.15		$0.700	15	1	1		
TASK 1 - Preliminary Design																								
1.1	Task 1 Project Management and Coordination																							
1.1.1	Prepare Contract and Project Setup	1	2	4	0	0	0	0	0	0	0	4	0	$ 2,310.00				$ -					$ -	$ 2,310.00
1.1.2	Prepare Project Management Plan (PMP)	0	1	4	0	0	0	0	0	0	0	1	0	$ 1,294.00				$ -					$ -	$ 1,294.00
1.1.3	Prepare Schedule	0	2	4	0	0	0	2	0	0	0	2	0	$ 2,054.00				$ -					$ -	$ 2,054.00
1.1.4	Coordinate Internal Design Team	0	2	2	2	0	2	2	2	0	2	2	0	$ 2,968.00				$ -					$ -	$ 2,968.00
1.1.5	Coordinate Subconsultants	0	2	4	0	0	0	0	0	0	0	4	0	$ 1,976.00				$ -					$ -	$ 1,976.00
1.1.6	Quality Control Program	1	2	6	1	0	0	2	0	0	0	2	0	$ 3,025.00				$ -					$ -	$ 3,025.00
1.1.7	Project Controls	0	0	4	0	0	0	0	0	0	0	0	8	$ 1,652.00				$ -					$ -	$ 1,652.00
1.1.8	Scope Development	2	0	8	0	0	0	0	0	0	0	4	0	$ 2,980.00				$ -					$ -	$ 2,980.00
1.2	Task 1 Project Meetings and Communication																							
1.2.1	Internal Project Kickoff Meeting	1	0	2	2	0	2	2	2	2	0	2	0	$ 2,768.00				$ -					$ -	$ 2,768.00
1.2.2	Project Kickoff Meeting with OWNER	0	2	8	2	0	0	4	4	0	0	2	0	$ 4,314.00				$ -	1500	9	3		$ 1,188.00	$ 5,502.00
1.2.3	Site Investigation	0	0	8	2	0	0	4	4	0	0	0	0	$ 3,494.00				$ -	500	9	3		$ 488.00	$ 3,982.00
1.2.4	Weekly Internal Progress Meetings	0	0	16	8	0	16	16	16	0	0	0	0	$ 13,560.00				$ -					$ -	$ 13,560.00
1.2.5	Monthly Progress Meetings with OWNER	0	2	4	0	0	0	4	4	0	0	0	0	$ 2,768.00				$ -					$ -	$ 2,768.00
1.2.6	Present Preliminary Submittal to OWNER	0	2	1	0	0	0	1	1	0	0	1	0	$ 1,239.00				$ -	900	3	1		$ 676.00	$ 1,915.00
1.2.7	Present Preliminary Submittal to [FAA], [STATE], [OTHER]	0	2	2	0	0	0	1	1	0	0	1	0	$ 1,460.00				$ -					$ -	$ 1,460.00
1.2.8	General Communication with OWNER	0	4	4	0	0	0	4	2	0	0	4	0	$ 3,542.00				$ -					$ -	$ 3,542.00
1.3	Topographic Surveying																							
1.3.1	Coordination and File Preparation [for Sub] (by CONSULTANT)	0	0	2	0	0	0	0	4	0	4	0	0	$ 1,594.00				$ -					$ -	$ 1,594.00
1.3.2	Field Work and Drawing Preparation ([by Subconsultant - SUB] [by CONSULTANT])	16	20	45	0	0	18	48	45	45	45	45	16	$ 59,415.00	$ -	$ -		$ -	1100	45	1		$ 1,446.00	$ 60,861.00
1.3.3	Convert Survey Data for CAD Software (by CONSULTANT)	0	2	2	0	0	0	0	16	8	8	0	0	$ 5,654.00				$ -					$ -	$ 5,654.00
1.4	Geotechnical Investigation																							
1.4.1	Coordination and Testing Requirements for SUB (by CONSULTANT)	0	0	2	0	0	0	0	16	0	16	0	0	$ 5,050.00				$ -					$ -	$ 5,050.00
1.4.2	Field Work, Laboratory Testing, and Report Preparation (Subconsultant – SUB)	0	0	2	0	0	0	0	8	0	0	0	0	$ 1,714.00		$ 23,000.00		$ 26,450.00	500	3	1		$ 396.00	$ 28,560.00
1.4.3	Analyze Data (by CONSULTANT)	0	2	2	0	0	0	0	16	0	8	0	0	$ 4,566.00				$ -					$ -	$ 4,566.00
1.5	Preliminary Pavement Design	0	2	20	0	0	0	40	24	0	24	0	0	$ 18,880.00				$ -					$ -	$ 18,880.00
1.6	Preliminary Geometric Design	0	2	4	0	0	2	16	40	40	16	0	0	$ 18,486.00				$ -					$ -	$ 18,486.00
1.7	Preliminary Surface Grading Design	0	2	4	0	0	8	24	40	40	8	0	0	$ 20,024.00				$ -					$ -	$ 20,024.00
1.8	Preliminary Storm Drain Design	0	0	2	0	0	2	1	0	0	0	0	0	$ 1,007.00			$ 40,000.00	$ 46,000.00					$ -	$ 47,007.00
1.9	Preliminary Pavement Marking Design	0	0	2	0	0	1	4	4	4	2	0	0	$ 2,775.00				$ -					$ -	$ 2,775.00
1.10	Preliminary Electrical Design	0	0	2	16	0	2	2	4	0	2	0	0	$ 5,196.00				$ -					$ -	$ 5,196.00
1.11	Prepare Preliminary Plans																							
	General (15 New Sheets)	0	0	2	0	0	4	8	8	0	8	0	0	$ 4,926.00				$ -					$ -	$ 4,926.00
	Civil Site (24 New Sheets)	0	0	2	0	0	4	16	16	0	8	0	0	$ 7,598.00				$ -					$ -	$ 7,598.00
	Civil Drainage (11 New Sheets)	0	0	2	0	0	2	4	4	0	8	0	0	$ 3,200.00			$ 5,000.00	$ 5,750.00					$ -	$ 8,950.00
	Electrical (26 New Sheets)	0	0	2	8	0	4	8	16	0	8	0	0	$ 7,758.00				$ -					$ -	$ 7,758.00
1.12	Prepare Preliminary Engineer's Design Report (EDR)	0	2	8	2	1	16	8	0	0	0	8	0	$ 8,509.00				$ -					$ -	$ 8,509.00
1.13	Prepare Preliminary Cost Estimate																							
1.13.1	Preliminary Earthwork Analysis	0	0	4	0	0	8	24	8	0	0	0	0	$ 7,916.00				$ -					$ -	$ 7,916.00
1.13.2	Calculate Estimated Preliminary Quantities	0	0	4	0	0	8	16	16	0	0	0	0	$ 7,788.00				$ -					$ -	$ 7,788.00
1.13.3	Prepare Preliminary Cost Estimate	0	4	4	2	0	16	16	0	0	0	0	0	$ 8,290.00				$ -					$ -	$ 8,290.00
1.14	Submit FAA Form 7460-1	0	0	1	0	0	0	4	0	0	0	0	0	$ 921.00				$ -					$ -	$ 921.00
1.15	Grant Application Assistance	0	0	16	0	0	0	0	0	0	0	8	0	$ 4,624.00				$ -					$ -	$ 4,624.00
1.16	Prepare Preliminary Submittal																							
1.16.1	Internal QA Review	1	4	2	2	0	4	4	4	4	8	0	0	$ 5,954.00				$ -					$ -	$ 5,954.00
1.16.2	Submit Preliminary Deliverables to OWNER	0	2	2	0	0	0	2	0	0	0	0	0	$ 1,340.00				$ -				$ 150.95	$ 150.95	$ 1,490.95
	Task 1 Subtotal	**22**	**65**	**219**	**47**	**1**	**119**	**287**	**325**	**143**	**175**	**90**	**24**	**$ 264,589.00**	**$ -**	**$ 23,000.00**	**$ 45,000.00**	**$ 78,200.00**	**4500**	**69**		**$ 150.95**	**$ 4,344.95**	**$ 347,133.95**

Augusta Regional Airport (AGS)
Design New Connector Taxiway(s) and Taxiway E "Hot Spot" Mitigation
Engineering Design Fee Estimate

Date: 6/25/2025

PHASES and TASKS		Mead & Hunt (labor hours and rates)													Subconsultant fee				Expenses					Total Combined Cost
		Senior Associate	Senior Project Engineer	Project Manager	Senior Electrical Engineer	Senior Drainage Engineer	Sr. Civil Engineer	Engineer III	Engineer II	Engineer I	Technician II	Project Assistant	Clerical	Total Mead & Hunt Labor Cost	Sub 1	Sub 2	Sub 2	Total Subconsultant Cost (incl m/u)	Mileage (Per Mile)	Meals (Per Meal)	Parking/Tolls, Rental Car, Travel Lodging/Hotel	Reproduction and Shipping	Total Expenses Cost	
		$334	$274	$221	$195	$195	$195	$175	$159	$136	$129	$136	$96		1.15	1.15	1.15		$0.700	15	1	1		
TASK 2 - 60% and 90% DESIGN																								
2.1	Task 2 Project Management and Coordination																							
2.1.1	Update PMP	0	2	4	0	0	0	0	0	0	0	2	0	$ 1,704.00				$ -					$ -	$ 1,704.00
2.1.2	Update Schedule	0	2	8	0	0	8	2	0	0	0	2	0	$ 4,498.00				$ -					$ -	$ 4,498.00
2.1.3	Coordinate Internal Design Team	0	2	16	0	0	8	8	0	0	0	0	0	$ 7,044.00				$ -					$ -	$ 7,044.00
2.1.4	Coordinate Subconsultants	2	8	16	0	0	8	4	0	0	0	4	0	$ 9,200.00				$ -					$ -	$ 9,200.00
2.1.5	Quality Control Program	2	4	8	2	0	0	4	0	0	0	4	0	$ 5,166.00				$ -					$ -	$ 5,166.00
2.1.6	Project Controls	0	0	8	0	0	0	0	0	0	0	0	8	$ 2,536.00				$ -					$ -	$ 2,536.00
2.2	Task 2 Project Meetings and Communication																							
2.2.1	Weekly Internal Progress Meetings	0	8	16	16	0	16	16	16	0	0	16	0	$ 19,488.00				$ -					$ -	$ 19,488.00
2.2.2	Monthly Progress Meetings with OWNER	0	4	4	0	0	0	4	4	0	0	4	0	$ 3,860.00				$ -					$ -	$ 3,860.00
2.2.3	Present 60% and 90% Submittal to OWNER and Site Visit	0	4	24	0	0	24	24	24	0	0	16	0	$ 21,272.00				$ -	3000	12	2500		$ 4,780.00	$ 26,052.00
2.2.4	General Communication with OWNER	0	4	32	0	0	16	8	8	0	0	8	0	$ 15,048.00				$ -			0		$ -	$ 15,048.00
2.3	60% and 90% Pavement Design	0	4	16	0	0	24	16	16	0	8	0	0	$ 15,688.00				$ -					$ -	$ 15,688.00
2.4	60% and 90% Geometric Design	0	4	24	0	0	80	80	80	0	80	0	0	$ 59,040.00				$ -					$ -	$ 59,040.00
2.5	60% and 90% Surface Grading Design	0	4	40	0	0	80	160	160	0	80	0	0	$ 89,296.00				$ -					$ -	$ 89,296.00
2.6	60% and 90% Storm Drain Design	0	2	2	0	0	8	8	4	0	4	0	0	$ 5,102.00			$ 105,390.00	$ 121,198.50					$ -	$ 126,300.50
2.7	60% and 90% Electrical Design	0	4	24	120	0	40	80	80	0	40	0	0	$ 69,480.00				$ -					$ -	$ 69,480.00
2.8	Prepare 60% and 90% Plans																							
	General (Update 9 Sheets + 5 New Sheets)	0	2	8	4	0	8	40	0	80	40	0	0	$ 27,696.00				$ -					$ -	$ 27,696.00
	Geotechnical (5 New Sheets)	0	0	2	0	0	2	2	8	8	4	0	0	$ 4,058.00				$ -					$ -	$ 4,058.00
	Civil General (16 New Sheets)	0	2	8	0	0	24	24	24	40	16	0	0	$ 22,516.00				$ -					$ -	$ 22,516.00
	Civil Site (9 New Sheets)	0	4	8	0	0	24	24	40	40	40	0	0	$ 28,704.00				$ -					$ -	$ 28,704.00
	Civil Marking (5 New Sheets)	0	2	4	0	0	16	24	16	16	8	0	0	$ 14,504.00				$ -					$ -	$ 14,504.00
	Civil Cross Sections (8 New Sheets)	0	2	4	0	0	8	16	16	40	16	0		$ 15,840.00				$ -					$ -	$ 15,840.00
	Electrical (9 New Sheets)	0	2	4	32	0	8	16	16	0	16	0		$ 16,640.00				$ -					$ -	$ 16,640.00
2.9	Prepare 60% and 90% Specifications																							
2.9.1	Bidding and Contract Documents	0	2	8	8	0	8	24	40	0	0	16	0	$ 18,172.00				$ -					$ -	$ 18,172.00
2.9.2	Owner General Provisions	0	2	4	0	0	8	16	8	16	0	4	0	$ 9,784.00				$ -					$ -	$ 9,784.00
2.9.3	Required Federal Contract Provisions	0	2	4	0	0	4	4	4	4	0	4	0	$ 4,636.00				$ -					$ -	$ 4,636.00
2.9.4	Project-Specific Special Provisions for Airport Construction	0	0	2	0	0	4	4	4	0	0	2	0	$ 2,830.00				$ -					$ -	$ 2,830.00
2.9.5	FAA Standard Specifications for Construction of Airports	2	2	8	8	0	16	16	16	0	0	16	0	$ 15,184.00				$ -					$ -	$ 15,184.00
2.10	Prepare 60% and 90% Engineers's Design Report (EDR)	1	2	40	16	0	40	16	8	0	0	40	0	$ 30,154.00				$ -					$ -	$ 30,154.00
2.11	Prepare 60% and 90% Cost Estimate																							
2.11.1	60% and 90% Earthwork Analysis	0	4	16	0	0	40	40	40	0	0	0	0	$ 25,792.00				$ -					$ -	$ 25,792.00
2.11.2	Calculate Estimated 60% and 90% Quantities	0	2	16	0	0	16	24	40	40	0	0	0	$ 23,204.00				$ -					$ -	$ 23,204.00
2.11.3	Prepare 60% and 90% Cost Estimate	0	2	8	8	0	16	24	24	40	0	0	0	$ 20,452.00				$ -					$ -	$ 20,452.00
2.12	Prepare Construction Safety and Phasing Plan (CSPP)	0	2	8	0	0	8	16	16	16	0	4	0	$ 11,940.00				$ -					$ -	$ 11,940.00
2.13	Prepare 60% and 90% Submittal																							
2.13.1	Internal QA Review	2	8	8	4	0	8	8	8	4	4	0	0	$ 10,700.00				$ -					$ -	$ 10,700.00
2.13.2	Submit 60 and 90% Deliverables to OWNER	0	0	2	0	0	4	4	0	0	0	0	0	$ 1,922.00				$ -				$ 1,200.00	$ 1,200.00	$ 3,122.00
	Phase 2 Subtotal	**9**	**98**	**404**	**218**	**0**	**574**	**756**	**720**	**344**	**356**	**142**	**8**	**$ 633,150.00**	**$ -**	**$ -**	**$ 105,390.00**	**$ 121,198.50**	**3000**	**12**		**$ 1,200.00**	**$ 5,980.00**	**$ 760,328.50**
TASK 3 - FINAL DESIGN																								
3.1	Task 3 Project Management and Coordination																							
3.1.1	Update PMP	0	2	2	0	0	0	0	0	0	0	2	0	$ 1,262.00				$ -					$ -	$ 1,262.00
3.1.2	Update Schedule	0	2	4	0	0	4	2	2	0	0	2	0	$ 3,152.00				$ -					$ -	$ 3,152.00
3.1.3	Coordinate Internal Design Team	0	4	16	0	0	8	8	8	0	0	8	0	$ 9,952.00				$ -					$ -	$ 9,952.00
3.1.4	Coordinate Subconsultants	0	4	16	0	0	0	0	0	0	0	2	0	$ 4,904.00				$ -					$ -	$ 4,904.00

Augusta Regional Airport (AGS)
Design New Connector Taxiway(s) and Taxiway E "Hot Spot" Mitigation
Engineering Design Fee Estimate

Date: 6/25/2025

	PHASES and TASKS	Mead & Hunt (labor hours and rates)													Subconsultant fee				Expenses					Total Combined Cost
		Senior Associate	Senior Project Engineer	Project Manager	Senior Electrical Engineer	Senior Drainage Engineer	Sr. Civil Engineer	Engineer III	Engineer II	Engineer I	Technician II	Project Assistant	Clerical	Total Mead & Hunt Labor Cost	Sub 1	Sub 2	Sub 2	Total Subconsultant Cost (incl m/u)	Mileage (Per Mile)	Meals (Per Meal)	Parking/Tolls, Rental Car, Travel Lodging/Hotel	Reproduction and Shipping	Total Expenses Cost	
		$334	$274	$221	$195	$195	$195	$175	$159	$136	$129	$136	$96		1.15	1.15	1.15		$0.700	15	1	1		
3.1.5	Quality Control Program	2	2	6	2	0	0	4	4	0	0	4	0	$ 4,812.00				$ -					$ -	$ 4,812.00
3.1.6	Project Controls	0	0	8	0	0	0	0	0	0	0	0	8	$ 2,536.00				$ -					$ -	$ 2,536.00
3.2	Task 3 Project Meetings and Communication																							
3.2.1	Weekly Internal Progress Meetings	0	8	8	8	0	8	8	8	0	0	0	0	$ 9,752.00				$ -					$ -	$ 9,752.00
3.2.2	Monthly Progress Meetings with OWNER	0	4	4	0	0	0	4	4	0	0	0	0	$ 3,316.00				$ -	1200	9	1500		$ 2,475.00	$ 5,791.00
3.2.3	General Communication with OWNER	0	16	16	0	0	8	8	8	0	0	8	0	$ 13,240.00				$ -					$ -	$ 13,240.00
3.3	Prepare Final Plans	0	4	8	8	0	24	24	24	0	16	0	0	$ 19,184.00				$ -					$ -	$ 19,184.00
3.4	Prepare Final Specifications	0	4	8	8	0	40	24	24	0	0	24	0	$ 23,504.00				$ -					$ -	$ 23,504.00
3.5	Prepare Final Engineer's Design Report (EDR)	0	4	8	4	0	40	24	16	0	0	16	0	$ 20,364.00				$ -					$ -	$ 20,364.00
3.6	Prepare Final Cost Estimate																							
3.6.1	Calculate Estimated Final Quantities	0	2	4	0	0	16	24	40	0	0	0	0	$ 15,112.00				$ -					$ -	$ 15,112.00
3.6.2	Prepare Final Cost Estimate	0	2	4	4	0	8	16	24	0	0	0	0	$ 10,388.00				$ -					$ -	$ 10,388.00
3.7	Prepare Final Construction Safety and Phasing Plan (CSPP)	0	2	4	0	0	8	16	16	0	0	2	0	$ 8,608.00				$ -					$ -	$ 8,608.00
3.8	Prepare Final Submittal																							
3.8.1	Internal QC Review	2	8	8	8	0	0	16	8	8	8	0	0	$ 12,380.00				$ -					$ -	$ 12,380.00
3.8.2	Submit Final Deliverables to OWNER	0	0	2	0	0	2	2	2	0	0	2	0	$ 1,772.00				$ -				$ 1,500.00	$ 1,500.00	$ 3,272.00
3.9	Additional Services																							
3.9.1	None																	$ -					$ -	$ -
																		$ -					$ -	$ -
	Task 3 Subtotal	**4**	**68**	**126**	**42**	**0**	**166**	**180**	**188**	**8**	**24**	**70**	**8**	**$ 164,238.00**	**$ -**	**$ -**	**$ -**	**$ -**	**1200**	**9**	**1500**	**$ 1,500.00**	**$ 3,975.00**	**$ 168,213.00**
TASK 4 - BID ADMINISTRATION																								
4.1	Task 4 Project Management and Coordination																							
4.1.1	Update Schedule	0	2	4	0	0	0	2	0	0	0	4	0	$ 2,326.00				$ -					$ -	$ 2,326.00
4.1.2	Project Controls	0	0	4	0	0	0	0	0	0	0	4	8	$ 2,196.00				$ -					$ -	$ 2,196.00
4.2	Task 4 Project Meetings and Communication																							
4.2.1	Monthly Progress Meetings with OWNER	0	4	4	0	0	4	4	4	0	0	4	0	$ 4,640.00				$ -					$ -	$ 4,640.00
4.2.2	Pre-Bid Conference	0	2	8	0	0	0	4	4	0	0	4	0	$ 4,196.00				$ -	1500	6		$ -	$ 1,140.00	$ 5,336.00
4.2.3	General Communication with OWNER	0	4	8	0	0	0	4	4	0	0	4	0	$ 4,744.00				$ -					$ -	$ 4,744.00
4.3	Advertisement for Bids	0	0	0	0	0	0	2	2	0	0	0	0	$ 668.00				$ -					$ -	$ 668.00
4.4	Bid Documents Distribution	0	2	2	0	0	4	8	8	0	8	0	0	$ 5,474.00				$ -				$ 2,500.00	$ 2,500.00	$ 7,974.00
4.5	Respond to Bidders' Questions	0	2	8	8	0	8	8	8	0	0	8	0	$ 9,196.00				$ -					$ -	$ 9,196.00
4.6	Bid Addenda	0	0	2	0	0	16	8	8	0	0	4	0	$ 6,778.00				$ -					$ -	$ 6,778.00
4.7	Bid Opening	0	2	2	0	0	2	2	2	0	0	0	0	$ 2,048.00				$ -					$ -	$ 2,048.00
4.8	Bid Review, Bid Tabulation, and Cost/Price Analysis	0	2	4	0	0	4	4	0	0	0	4	0	$ 3,456.00				$ -					$ -	$ 3,456.00
4.9	Prepare Recommendation for Award	0	2	2	0	0	2	2	0	0	0	4	0	$ 2,274.00				$ -					$ -	$ 2,274.00
4.10	Federal Grant Closeout Report	0	4	4	0	0	8	16	16	0	0	16	0	$ 11,060.00				$ -					$ -	$ 11,060.00
4.11	Prepare Issued For Construction Documents	0	4	4	4	0	8	16	16	0	0	4	0	$ 10,208.00				$ -					$ -	$ 10,208.00
	Task 4 Subtotal	**0**	**30**	**56**	**12**	**0**	**56**	**80**	**72**	**0**	**8**	**60**	**8**	**$ 47,996.00**	**$ -**	**$ -**		**$ -**	**1500**	**6**		**$ 2,500.00**	**$ 3,640.00**	**$ 72,904.00**
	TOTAL PROJECT BUDGET													**$ 1,109,973.00**				**$ 199,398.50**					**$ 17,939.95**	**$ 1,348,579.45**

ATTACHMENT A

AUGUSTA REGIONAL AIRPORT (AGS)
AUGUSTA-RICHMOND AVIATION COMMISSION
DESIGN NEW CONNECTOR TAXIWAY(S) AND TAXIWAY E "HOT-SPOT" MITIGATION
Engineering Design Scope of Services

JUNE 2025

PROJECT DESCRIPTION

This Scope of Services details the preliminary design, 60% design, 90% design, final design, and bid administration services to be provided by MEAD & HUNT, INC. (CONSULTANT), for the New Connector Taxiway(s) and Taxiway E "Hot-Spot" Mitigation (PROJECT) at the Augusta Regional Airport (Airport) for the Augusta-Richmond County Aviation Commission (OWNER).

BACKGROUND

With the reconstruction of Taxiway F, the majority of AIP eligible airfield pavement will have been reconstructed or rehabilitated within the past 10 years. Per the FAA's records, the only remaining item needing to be addressed prior to funding new AIP eligible pavement or facility projects is the existing "hot spot" located at the intersection of Taxiway E and Runway 17-35. This area of taxiway is deemed as such because of the direct connection along Taxiway E through Runway 17-35. The concern is that a pilot could inadvertently create a runway incursion by simply not holding short of the Runway or maneuvering onto Taxiway A. In order to remove the existing hot spot, new connector(s) must be designed and constructed to alleviate congestion and provide an outlet to/from Runway 17/35. In 2022, after conversations surrounding projects in the near future, several exhibits were drafted and provided to the FAA depicting the potential Taxiway connectors. These taxiways have been approved within the ALP and AGS has received notice of Tentative Allocation of federal funding for design in 2025 with construction to follow in 2026. The taxiways will be designed and laid out as Taxiway Design Group (TDG) IV resulting in 50-foot-wide full-strength taxiway pavement with 20-foot paved shoulders. The overall footprint of design/construction will be approximately 64,000 square yards. Following the design of the Project, construction will be completed via a phased approach based upon the total amount of funding available in each subsequent Fiscal Year beginning in 2026.

The PROJECT is programmed by the Federal Aviation Administration (FAA) for a Fiscal Year (FY) *2025* design grant. The estimated construction budget for the entire PROJECT is approximately Twenty-Two Million Seven Hundred Twenty-Five Thousand Dollars and No Cents ($22,725,000.00). This PROJECT is anticipated to be funded by a FAA Airport Improvement Program (AIP) grant, GDOT Grant and local funds. The PROJECT will be designed to meet FAA standards and will be assembled as a single bid package. Once construction is complete on the new connector taxiways, the existing hot spot will be removed, and the remainder of Taxiway A will be constructed to the south (excluded from this scope of work).

MEAD & HUNT, INC. is the prime consultant and is hereinafter referred to as "CONSULTANT." This Scope of Services was developed by the CONSULTANT with input from the OWNER, FAA, and GDOT.

PROJECT ELEMENTS

The PROJECT will consist of the following elements:

This PROJECT includes engineering design services and development of construction documents for the proposed new Taxiway(s) A4, G2, G Extension, A Realignment, and Hot Spot removal. The CONSULTANT shall investigate and determine the preferred layout for these new connector Taxiways during the preliminary phase of the project. Prior to moving beyond the preliminary design phase, the CONSULTANT shall meet with the Sponsor and FAA to present the multiple layouts and preferred option. This preferred option will be agreed to by all parties prior to moving forward into the Final Design services phase of the project. Project limits extend approximately 500 linear feet north and south of the intersection of Runway 8-26 and 17-35, extending to Taxiway F to the west and Taxiway G to the east. Other project elements include new taxiway edge lights, guidance signs and cabling; drainage improvements; and new pavement markings.

A project graphic depicting these elements is included as **Attachment 1**.

PROJECT TEAM

The CONSULTANT will assign a Project Manager (PM) to this PROJECT to monitor continuity through each task, as described in this scope. The PM will be responsible for work performed by the CONSULTANT team. Specific project management tasks are detailed within each task.

The CONSULTANT will subcontract with the following subconsultants for specialty services:

1) NOVA Engineering and Environmental, LLC (NOVA): NOVA will perform geotechnical engineering services.

2) Aulick Engineering (Aulick): Aulick will perform drainage analysis and design as well as erosion and sedimentation control.

SCOPE OF SERVICES

The CONSULTANT's scope of work for the PROJECT will be tracked as follows:

Task 1: Preliminary Design
Task 2: 60% and 90% Design
Task 3: Final Design
Task 4: Bid Administration
Task 5: Additional Services

All tasks defined in this Scope of Services shall be performed in accordance with the terms and conditions of the PROFESSIONAL SERVICES TERM AND CONDITIONS OF AGREEMENT dated October 17, 2023 between the OWNER and the CONSULTANT.

CONSULTANT will provide the services described in the following tasks.

TASK 1 PRELIMINARY DESIGN

1.1 TASK 1 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 1 will consist of the following:

1.1.1 Prepare Contract and Project Setup

The PM and administrative staff will review and execute the contract between the CONSULTANT and the OWNER. The PM will establish a work breakdown structure to track task-level progress. Administrative staff will create the internal project database for finance tracking and internal project directory.

1.1.2 Prepare Project Management Plan

The PM will prepare a Project Management Plan (PMP) that will address the following project elements: Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Milestone Summary, and Scope Change Management Plan.

1.1.3 Prepare Schedule

The PM will prepare a design and bidding schedule upon receiving the Notice to Proceed (NTP) from the OWNER. This schedule will be updated as preliminary design progresses, adjusting for review times by the OWNER, FAA, and GDOT.

1.1.4 Coordinate Internal Design Team

The PM will assign a design team to the PROJECT. Once a design team is established, the PM will implement a task coordination program to assign specific responsibilities to team members. Throughout the design, the PM will coordinate and monitor internal work progress.

1.1.5 Coordinate Subconsultants

The PM will prepare subcontracts/work orders for the subconsultants employed by CONSULTANT for the PROJECT upon receiving the NTP from the OWNER. Once subcontracts/work orders are executed, the PM will coordinate subconsultant work efforts. The PM will coordinate with the OWNER for subconsultant field activities and monitor subconsultant work progress.

1.1.6 Quality Control Program

The PM will create and implement a quality control (QC) program. As part of this program, the PM will assign both QC and quality assurance (QA) team members to the PROJECT. The PM will prepare a detailed QC checklist that will be shared with the internal design team.

1.1.7 Project Controls

The PM will track design costs weekly. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the OWNER. The invoices will be submitted per the OWNER's standard invoice requirements. The invoice will reference the percent complete of each task based on the work breakdown structure and this scope. The PM will review subconsultant invoices.

The PM will oversee the badging process for CONSULTANT and subconsultant personnel, acting as the authorized signer for staff. It is anticipated that three (3) personnel will require badging to complete the PROJECT. Badging consists of four (4) hours of badge training and two (2) hours of travel, with badging and background check fees totaling $100.00 per person.

The Project Manager will create, maintain, update and internally distribute the safety program for CONSULTANT's on-site personnel.

1.1.8 Scope Development

The CONSULTANT will develop a scope of services and fee proposal for the PROJECT and negotiate a scope of services, fee proposal, and agreement for subconsultants. The CONSULTANT will submit the initial project scope of services electronically to the OWNER and the FAA for review and comment. The CONSULTANT will revise the scope of services and send it electronically along with a blank fee spreadsheet in Excel format to the OWNER for establishment of an independent fee estimate as required by *Section 300 – Procurement of Professional Services*, of the AIP Sponsor Guide. Transmittal to an optional third-party consultant for the independent fee estimate (IFE) will be the responsibility of the OWNER. The IFE will be a separate contract managed by the OWNER. The CONSULTANT will not have contact with the IFE consultant.

Once the IFE is complete, the CONSULTANT will provide the cost proposal and the PM will work with the OWNER to clarify the scope and fee if the project, or any task, is outside of the 10% standard margin as defined in FAA AC 150/5100-14E, *Architectural, Engineering, and Planning Consultant Services,* Section 2.14.3.

OWNER shall keep a record of negotiations as required by FAA AC 150/5100-14E.

1.2 TASK 1 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and phone calls during Task 1. Meetings and communication items will be as follows:

1.2.1 Internal Project Kickoff Meeting

The PM will conduct a meeting, up to one hour, with the internal design team (anticipated to consist of PM, Engineer III, Engineer II, Administrative Assistant, etc.), to present the PROJECT, project budget, design schedule, major project elements, and internal protocol.

1.2.2 Project Kickoff Meeting with OWNER

The CONSULTANT will prepare for and conduct a meeting, up to one and a half (1.5) hours, with the OWNER and FAA to present the PROJECT, including introductions, design schedule, and major project elements. Up to five (5) members from CONSULTANT team will attend (anticipated to consist of PM, Engineer III, Administrative Assistant, and Subconsultants). The meeting is anticipated to be held at the Airport with the FAA in teleconference. The CONSULTANT will prepare an agenda and exhibits to support the meeting. CONSULTANT team will collaborate to create meeting minutes and distribute via email to all that attended the meeting. The project kickoff meeting will consist of travel time for the following team members PM – 4 hours, Engineer III – 4 hours, Administrative Assistant – 2.5 hours.

1.2.3 Site Investigation

The CONSULTANT will perform an initial site investigation. The investigation will include the following tasks:

a. The CONSULTANT will review existing record drawings.

b. The CONSULTANT will generate a map of the Airport to use in documenting the existing conditions.

c. Up to three (3) members from CONSULTANT team (anticipated to consist of PM and Engineer II) will travel to the Airport and conduct a site investigation. This will be concurrent with the project kick-off meeting. The site investigation including travel time is anticipated to be PM – 4 hours, Engineer II -2 hours.

d. For electrical conditions, the CONSULTANT will coordinate with Airport Operations staff in advance of the site visit so that the Airport can plan for and execute temporary shut-off of the electrical circuit.

e. The OWNER will provide qualified staff to access buildings and open in-ground structures to determine utility and circuit routing.

f. The CONSULTANT team will walk the site to observe existing pavement and drainage conditions, and existing features that are within project limits.

g. Owner will provide Meggar readings of each circuit to be used or replaced in the project.

h. Existing pavement condition will not be evaluated for this project.

1.2.4 Weekly Internal Progress Meetings

The PM will conduct weekly meetings, up to one (1) hour, with the internal design team to discuss the project schedule and work progress. Up to five (5) members from CONSULTANT team (anticipated to consist of PM, Engineer II, Administrative Assistant), and one representative from each sub-consultant will attend each meeting. Up to sixteen (16) meetings are anticipated during Task 1.

1.2.5 Monthly Progress Meetings with OWNER

The CONSULTANT will conduct monthly meetings, up to one (1) hour, with the OWNER to discuss the project schedule, work progress, and coordination items. Up to two (2) members from CONSULTANT team will attend each meeting (anticipated to consist of PM and Engineer III). Up to four (4) meetings are anticipated during Task 1. The meetings will be held virtually.

1.2.6 Present Preliminary Submittal to OWNER

The CONSULTANT will prepare for and conduct a meeting, up to two (2) hours, with the OWNER to present the preliminary design submittal. Up to three (3) members from CONSULTANT team will attend (anticipated to consist of PM, Engineer III, and Engineer II). The meeting will be held in person. The CONSULTANT will prepare an agenda, exhibits and minutes to support the meeting.

1.2.7 Present Preliminary Submittal to FAA and GDOT

The CONSULTANT will prepare for and conduct a meeting, up to one (1) hour, with the FAA, GDOT, Tenants and OWNER to present the preliminary design submittal. Up to three (3) members from CONSULTANT team will attend (anticipated to consist of PM, Engineer III, and Engineer II). The meeting will be held in person. The CONSULTANT will prepare an agenda, exhibits and minutes to support the meeting.

1.2.8 General Communication with OWNER

The CONSULTANT will communicate with the OWNER throughout Task 1 via phone calls or email in addition to the meetings listed herein.

1.3 TOPOGRAPHIC SURVEYING

The CONSULTANT will conduct a topographic survey of the project limits.

1.3.1 Coordination and File Preparation (CONSULTANT)

The CONSULTANT will coordinate the work efforts to and prepare files to facilitate the topographic survey. The work will include the following subtasks:

a. CONSULTANT will prepare an exhibit showing the approximate survey limits and specific features to be surveyed. A preliminary version of this exhibit is included as **Attachment 2**.

b. CONSULTANT will coordinate with the OWNER to determine a schedule for survey fieldwork and logistics of Airport access.

1.3.2 Field Work and Drawing Preparation (by CONSULTANT)

Topographic Survey: CONSULTANT will conduct a topographic survey consisting of the following elements:

a. Attend an airfield safety training session as required by the OWNER. Daytime work will be performed on a pull-back basis. Airport staff with support from the CONSULTANT will provide escort for the survey crew and will be equipped with a radio to monitor pilot communications, if needed.

b. Tie topographic survey to NAD 83/NAVD 88 State Plane Coordinate System and existing vertical and horizontal control points, including at least two Primary Airport Control monuments (PACs).

c. Perform bench loop and traverse procedures to verify accuracy of vertical and horizontal control points.

d. Provide temporary survey control points for the plan set (minimum of four) for contractor layout during construction.

e. Survey pavement on a 25-foot grid and 25 feet along construction limits. Survey will include the pavement centerline, edge of pavement, 10 feet from edge of pavement, and 50-foot increments beyond edge of pavement. Include all grade breaks, flowlines, and taper and curve start/end.

f. Survey identifiable flow lines, grade brakes, top of bank points, pavement joins, and markings.

g. Survey location and elevations of pull boxes, catch basins, lights, airfield signs, and other structures/utilities within the survey limits.

h. Survey underground utilities at encountered structures where access is possible, and provide rim elevation, pipe sizes, pipe type, direction, and invert elevations of utilities. Survey outlet structures, including those outside of survey limits that lead into or away from the site. Survey will not perform confined space access.

i. Survey location of pavement borings.

j. Provide 3D digital terrain model (DTM) and line work for surveyed features compatible with AutoCAD Civil 3D 2022 or previous versions.

k. Upon CONSULTANT review, CONSULTANT will provide a PDF of the final topographic survey stamped and sealed by a Professional Licensed Surveyor, along with a comma delimited file (*.csv) for all points surveyed and copy of field survey notes for utilities.

l. Provide up to five (5) additional day(s) of field work (8-hour shift during daytime hours) for follow-up items.

m. [Conduct a PAPI obstacle clearance surface verification consisting of the following elements:

For purposes of the proposal, the OCS is assumed to be clear, and additional survey will not be required.

1.3.3 Convert Survey Data for CAD Software (CONSULTANT)
The CONSULTANT will analyze the topographical surveying data and prepare the data for use with computer modeling. Included are the following sub-tasks:

a. The CONSULTANT will review the survey drawing provided and compare it with notes taken during site walk, prior survey drawings, the master base map, satellite imagery, and available site photos.

b. The CONSULTANT will update the master base map drawing to replace existing line work with surveyed features. The master base map will then be the project base map to be depicted as existing conditions in the plans.

c. The CONSULTANT will review the DTM provided and check that the contours reflect the expected ground surface conditions. CONSULTANT will review survey point elevations at tie-in locations and confirm project limits.

d. The CONSULTANT will establish runway and taxiway alignments based on the surveyed runway threshold monuments and as-built data. These alignments will be depicted in the plans and used for contractor layout.

1.3.4 See scope for additional topographic survey services.

1.4 GEOTECHNICAL INVESTIGATION

The CONSULTANT will subcontract with NOVA to conduct a geotechnical investigation of the project site.

1.4.1 Coordination and Testing Requirements for NOVA (Subconsultant)
The CONSULTANT will coordinate the work efforts of NOVA and establish testing requirements for the geotechnical investigation. The work will include the following subtasks:

a. The CONSULTANT will review record drawings and geotechnical reports to gather information on existing soil conditions and pavement sections. The CONSULTANT will provide this information to NOVA to support their investigation.

b. The CONSULTANT will determine the type and frequency of geotechnical testing required for the design. The testing will consider pavement type, design methodology, type of wheel loading, and weight of design aircraft. Anticipated tests are included in NOVA's scope of work below.

c. The CONSULTANT will prepare an exhibit for NOVA showing the approximate boring locations. A preliminary version of this exhibit is included as **Attachment 3**.

d. The CONSULTANT will coordinate with the OWNER and NOVA to determine a schedule for geotechnical field work and logistics of Airport access.

1.4.2 Field Work, Laboratory Testing, and Report Preparation (Subconsultant – NOVA)
Conduct a geotechnical investigation per FAA Advisory Circular (AC) 150/5320-6G, *Airport Pavement Design and Evaluation*. The investigation will consist of the following elements:

Field Work

a. Perform utility mark-out via 811 (call811.com) in advance of field work to coordinate the location of utilities within the selected site location.

b. Attend an airfield safety training session as required by the OWNER. It is anticipated that daytime work will be required, and that airport staff and CONSULTANT staff will provide escort for the field crew. SUB will be equipped with a radio to monitor pilot communications if needed.

c. Drill Twenty-five (25) borings at a minimum depth of 10 feet (10') below the surface elevation.

d. Drill Zero (0) of pavement cores to establish existing pavement thickness in addition to borings.

e. Backfill borings under pavement and in open field with cuttings, compacted by automatic drop hammer. Core all pavement borings to provide a smooth wall to patch against.

f. Patch all pavement cores with high strength, quick setting, non-shrink mortar. Dye mortar black in asphalt pavement patches.

g. In-situ infiltration tests will not be required.

Soil Investigation and Boring Log

a. Sample, identify, and classify soils per with ASTM D420, *Standard Guide for Site Characterization for Engineering Design and Construction Purposes*, ASTM D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*, and ASTM D2487, *Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)*.

b. Develop a graphic log that summarizes the results of the soil explorations that includes location, date performed, type of exploration, surface elevation, thickness of pavement section layers, depth of soil materials, sample locations and identification numbers, soil classification, water table, penetration tests, moisture content, unit weight, and remarks. Graphic logs shall be no larger than 8.5x11 format.

Soil Tests and Analysis

a. In situ moisture content and unit dry weight for split-ring samples from the borings and/or test pit (ASTM D2937). Identify in-place compaction. Twenty-five (25) total tests.

b. ASTM D421, *Standard Practice for Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants*. Twenty-five (25) total tests.

c. ASTM D 422, *Standard Test Method for Particle-Size Analysis of Soils and Existing Aggregate Base*. Twenty-five (25) total tests.

d. ASTM D 4318, *Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils*. Twenty-five (25) total tests.

e. Moisture-Density Relations of Soils. The pavements will be designed to accommodate the design aircraft (maximum takeoff weight greater than 60,000 pounds). Use ASTM Method D 1557, *Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3*. If expansive soils are encountered, use ASTM D698, *Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort*. Twenty-five (25) total tests.

f. Estimates of earthwork shrinkage/swell based on in-situ density test results and assumed final density values.

g. ASTM D 1883, *Standard Test Method for California Bearing Ratio of Laboratory-Compacted Soils*. Provide one (1) CBR test for each different major soil type. Refer to FAA AC 150/5320-6G, Section 2.3.9.11.3 for additional information regarding number of CBR tests. It is anticipated there will be three (3) total tests on native subgrade, and three (3) total tests on lime and/or cement stabilized subgrade (at optimum content of stabilizing agent)].

h. The area is not known or suspected to have been subject to AFFF discharge. PFOS/PFAS sampling is not required.

Geotechnical Report and Design Review

a. Prepare a draft report detailing the findings of the geotechnical investigation. The report will include a summary of the field investigation, site conditions, soil materials, groundwater analysis, recommendations for soil strength values and subgrade preparation, frost depth, potential for encountering unsuitable materials, and appendices containing the boring logs and tests performed.

b. After CONSULTANT, and OWNER review the draft report, complete the final report.

c. Review the Engineer's Design Report prepared by the CONSULTANT for conformance with the geotechnical recommendations.

1.4.3 Analyze Data (CONSULTANT)

Analyze the data from the draft report and existing previous geotechnical data, consisting of the following sub-tasks:

- Review geotechnical recommendations.
- Determine appropriate data for pavement design.
- Evaluate existing pavement sections for potential recycling and reuse.
- Evaluate shrink, swell, and consolidation potential.

1.4.4 See NOVA scope for additional geotechnical services.

1.5 PRELIMINARY PAVEMENT DESIGN

The CONSULTANT will use information obtained in the geotechnical investigation to calculate the pavement sections required to support the design aircraft using FAA AC 150/5320-6G, *Airport Pavement Design and Evaluation*. This work will consist of the following sub-tasks:

a. The CONSULTANT will develop an aircraft fleet mix. This will include reviewing FAA Traffic Flow Management System Counts (TFMSC), reviewing fleet mixes for previous projects at the Airport, obtaining OWNER input on observed aircraft operations, organizing the data into a table with aircraft type, Maximum Take-Off Weight (MTOW), and annual departures.

b. The CONSULTANT will perform pavement design using the FAA program FAARFIELD. This will include establishing an existing subgrade strength based on CBR data from the geotechnical report, inputting the fleet mix into the model, and running the program to obtain the required thicknesses for new pavement and aggregate base. CONSULTANT will evaluate up to four (4) pavement sections for use in a life-cycle cost estimate.

c. The CONSULTANT will use FAARFIELD to determine required subgrade compaction percentages at specific depths. This will be compared with geotechnical recommendations, existing soil conditions, and earthwork analysis to identify subgrade compaction requirements for the project areas.

d. The CONSULTANT will use FAARFIELD to design a paved shoulder section with the reduced aircraft loading requirements detailed in FAA AC 150/5320-6G.

e. The CONSULTANT will evaluate pavement rehabilitation options for existing pavements based on the condition observed in the site investigation and the findings of the geotechnical investigation.

1.6 PRELIMINARY GEOMETRIC DESIGN

The CONSULTANT will design runway and taxiway geometry per FAA AC 150/5300-13B, *Airport Design*. This work will consist of the following subtasks:

a. The CONSULTANT will determine centerline locations based on centerline separation requirements per FAA AC 150/5300-13B.

b. The CONSULTANT will determine standard taxiway width and fillet geometry based on the Taxiway Design Group (TDG) for the design aircraft per FAA AC 150/5300-13B.

1.7 PRELIMINARY SURFACE GRADING DESIGN

The CONSULTANT will design grading of the paved and unpaved surfaces based on compliance with FAA AC 150/5300-13B. This work will consist of the following sub-tasks:

a. The CONSULTANT will create a Digital Terrain Model (DTM) using AutoCAD Civil 3D.

b. [The CONSULTANT will design a taxiway centerline profile that will meet the longitudinal grading requirements of FAA AC 150/5300-13B.

c. The CONSULTANT will create standard cross sections indicating grades for pavement, shoulder, and unpaved areas using.

d. Tie-in locations may not conform to current standards or ultimate design. Therefore, transition zones may be required. The CONSULTANT will design a finish-grade surface for each transition area up to the adjoining pavement. The transition areas will meet FAA AC 150/5300-13B where possible while considering constructability.

e. The CONSULTANT will design unpaved infield areas to drain and tie into existing storm drain infrastructure. Grades will meet the requirements of the applicable safety areas defined in FAA AC 150/5300-13B.

1.8 PRELIMINARY STORM DRAIN DESIGN

The SUBCONSULTANT will design improvements to the storm drain system per FAA AC 150/5320-5D, *Airport Drainage Design*. This work will consist of the following sub-tasks:

a. The SUBCONSULTANT will perform an existing condition watershed analysis to determine existing flow rates that are tributary to each drainage basin.

b. The SUBCONSULTANT will evaluate the catchment areas defined in the preliminary grading design. The SUBCONSULTANT will perform a watershed analysis of the preliminary catchment areas for the design storm per FAA AC 150/5320-5D to determine peak flows.

c. The SUBCONSULTANT will design storm drainpipes to connect the new drainage structures to existing storm drain infrastructure. The SUBCONSULTANT will design the diameter, slope, and material to meet the design flow per FAA AC 150/5320-5D.

d. The SUBCONSULTANT will design an underdrain system to keep groundwater away from the pavement section. The underdrain will consist of perforated plastic pipe in a trench with porous backfill wrapped in filter fabric and will tie into existing or new storm drainpipes.

e. The PROJECT will result in a significant increase of impervious area. Stormwater impacts will be mitigated by directing runoff to open air basins and infiltration.

1.9 PRELIMINARY PAVEMENT MARKING DESIGN

a. The CONSULTANT will design pavement markings per FAA AC 150/5340-1M, *Standards for Airport Markings.*

1.10 PRELIMINARY ELECTRICAL DESIGN

The CONSULTANT will design the proposed lighting and signage system per FAA AC 150/5340-30J, *Design and Installation Details for Airport Visual Aids*. Included are the following subtasks:

a. The CONSULTANT will design edge light locations based on the proposed pavement geometry.

b. The CONSULTANT will design sign locations based on the proposed pavement geometry. The location, offset from pavement edge, and legend configuration will be per FAA AC 150/5340-18G, *Standards for Airport Sign Systems*.

c. The CONSULTANT will design a preliminary conduit and circuit layout, with junction structure locations.

d. The CONSULTANT will determine where new infrastructure will connect to existing. It is anticipated that new cable, transformers, cans, and fixtures will be installed for the PROJECT.

e. The CONSULTANT will perform a preliminary evaluation of proposed electrical loads to determine the required regulator size.

f. The CONSULTANT will determine temporary circuit routing required to facilitate construction.

1.11 PREPARE PRELIMINARY PLANS

The CONSULTANT will prepare preliminary plan sheets depicting the proposed improvements. The following is a preliminary list of drawings.

Sheet Number	Sheet Description	No. of Sheets
G-001	Cover Sheet	1
G-002	Sheet Index, Legend, and Abbreviations	1
G-020	Project Layout Plan	1
G-080	Phasing Plan	6
C-101	Demolition Plans	5
C-401	Grading and Drainage Plans	4
C-441	Drainage Improvement Plans	6
C-601	Pavement Marking Plans	5
E-201	Airfield Electrical Layout Plans	6
	Total Number of Sheets	**35**

1.12 PREPARE PRELIMINARY ENGINEER'S DESIGN REPORT

The CONSULTANT will prepare a Preliminary Engineer's Design Report (EDR) [to document the basis and findings of the preliminary design.

Elements of the EDR typically include the following:

- Introduction / Scope
- History of the Existing System
- Site Investigation (Including Photographs)
- Topographic Survey
- Geotechnical Investigation
- Design Standards
- Pavement Design (Including Fleet Mix and FAARFIELD Models)
- Geometric Design
- Surface Grading Design
- Storm Drain Design
- Pavement Marking Design
- Electrical Design (Including Load Calculations as Appendix)
- NAVAID Impacts
- Impacts to FAA-Owned Facilities
- Lighting and Signage
- Environmental Considerations (Including Environmental Documentation)
- Utility Information
- Availability of qualified and capable contractors to perform the work
- Modifications to AIP Standards (See Additional Services)
- Delineation of AIP Eligible and Ineligible Work Items
- DBE Participation

- Construction Safety and Phasing Plan / Considerations for Airport Operational Safety
- Project Schedule
- Engineer's Estimate Probable Construction Cost
- Life Cycle Cost Analysis
- Design Review Meeting Minutes

1.13 PREPARE PRELIMINARY COST ESTIMATE

1.13.1 Preliminary Earthwork Analysis

Due to the extent of grading improvements, a detailed analysis of site volumes will be required to determine excavation, fill, and off-haul quantities. The CONSULTANT will determine cut and fill volumes using AutoCAD. CONSULTANT will consider existing and proposed pavement sections and unusable vegetated surface layer unsuitable for subgrade fill material to determine effective volumes.

1.13.2 Calculate Estimated Preliminary Quantities

The CONSULTANT will calculate necessary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices.

1.13.3 Prepare Preliminary Cost Estimate

The CONSULTANT will provide a construction cost estimate based on record cost data and similar work using the calculated preliminary quantities. In addition to construction cost, the CONSULTANT will estimate total eligible project costs including OWNER administration, construction administration, resident engineer services, and materials testing. These additional costs will be provided to support the OWNER in the grant planning process.

1.14 SUBMIT FAA FORM 7460-1

A Notice of Proposed Construction (FAA Form 7460-1) is necessary to evaluate potential obstructions to air navigation and navigational communication facilities. Up to three (3) 7460-1 submissions are anticipated during preliminary design.

CONSULTANT will generate one (1) 7460-1 submission for the drill rig used during the geotechnical investigation. This submission will include exhibits(s) identifying equipment height and limits of work in latitude and longitude coordinates for the work area as well as timing of work.

CONSULTANT will generate one (1) 7460-1 submission for the proposed final project construction. This submission will include exhibits(s) identifying operational clearances of roads, aircraft movement areas, and structures. The exhibits will require latitude and longitude coordinates for all proposed new work.

CONSULTANT will submit the 7460-1s and related exhibits electronically through the Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) portal for FAA review.

A separate 7460 will be required for each crane to be used during construction. This operation is time-sensitive and contractor-dependent. Therefore, it is not included in this scope and must be performed by the contractor after project award.

1.15 GRANT APPLICATION ASSISTANCE

1.16 PREPARE PRELIMINARY SUBMITTAL

1.16.1 Internal QA Review

The QA staff assigned by the PM, typically at least a Senior Associate, as part of the quality control program will perform an internal review of the deliverables listed below. The review will be performed using Bluebeam software. The PM will review the QA markups, determine the corrective action, and direct the changes. The QA reviewer will backcheck resolution of comments before release of deliverables.

1.16.2 Submit Preliminary Deliverables to OWNER

The CONSULTANT will finalize assembly of the deliverables listed below and submit to the OWNER for review. The deliverables will be submitted electronically using Newforma file transfer software.

TASK 1 DELIVERABLES

1) Kickoff Meeting Agenda and Minutes – Electronic submittal
2) Design Review Meeting Agenda and Minutes – Electronic submittal
3) Preliminary Plans – Electronic submittal and one hard copy
4) Preliminary EDR (including cost estimate) – Electronic submittal and one hard copy
5) Topographic Survey and Base Mapping
6) Preliminary Geotechnical Report
7) Preliminary Drainage Report

TASK 2 60% AND 90% DESIGN

2.1 TASK 2 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 2 will consist of the following:

2.1.1 Update PMP

The PMP created during Task 1 will be updated to incorporate the latest project protocols.

2.1.2 Update Schedule

The schedule created during Task 1 will be updated throughout design based on review times by the OWNER and FAA.

2.1.3 Coordinate Internal Design Team

The PM will continue to coordinate and monitor internal work progress during Task 2.

2.1.4 Coordinate Subconsultants

The PM will continue to coordinate and monitor subconsultant work progress during Task 2.

2.1.5 Quality Control Program

The PM will continue to review the QC checklist, and the design team will continue to update the design log during Task 2.

The PM and assigned QC team members will regularly review work performed by the design team. Prior to finalizing the 60% and 90% submittals, the assigned QA team members will review the documents to be submitted.

2.1.6 Project Controls

The PM will continue to maintain the project budget spreadsheet, track costs weekly, and prepare invoices as defined in Task 1. It is anticipated that six (6) invoices will be prepared during Task 2.

2.2 TASK 2 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and calls during Task 2. Meetings and communication items will be as follows:

2.2.1 Weekly Internal Progress Meetings

The PM will conduct weekly meetings with the internal design team to discuss the project schedule and work progress. Up to three (3) members from CONSULTANT team will attend each meeting. Up to twenty-four (24) meetings are anticipated during Task 2.

2.2.2 Monthly Progress Meetings with OWNER

The CONSULTANT will conduct monthly meetings with the OWNER to discuss the project schedule, work progress, and coordination items. Up to three (3) members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Senior Associate, and Engineer II). Up to four (4) meetings are anticipated during Task 2. The meetings will be held [in person] [virtually].

2.2.3 Present 60% and 90% Submittal to OWNER; Site Visit

The CONSULTANT will prepare for and conduct a meeting with the OWNER to present both the 60% and 90% design submittals. Up to three (3) members from CONSULTANT team will attend in-person (anticipated to consist of PM, Engineer III, and Engineer II). Both meetings are anticipated to be held at the Airport. The CONSULTANT will prepare an agenda, exhibits, and minutes to support the meeting. During the same trip, the CONSULTANT will investigate the site to document existing conditions based on specific items identified throughout the 60% and 90% design.

2.2.4 General Communication with OWNER

The CONSULTANT will communicate with the OWNER throughout Task 2 via phone calls or email in addition to the meetings listed herein.

2.3 60% AND 90% PAVEMENT DESIGN

The CONSULTANT will update the pavement design based on OWNER's, FAA's, and SUB's review of the Preliminary and 60% design documents.

The CONSULTANT will provide the Pavement Classification Rating (PCR) for new and reconstructed pavement. The PCR computations will be accomplished per FAA AC 150/5335-5D, *Standardized Method of Reporting Airport Pavement Strength – PCR*, and FAARFIELD software. The findings and recommendations of the PCR determination will be presented in the Engineer's Design Report.

2.4 60% AND 90% GEOMETRIC DESIGN

The CONSULTANT will update the geometric design based on OWNER's and FAA's review of the Preliminary and 60% design documents.

2.5 60% AND 90% SURFACE GRADING DESIGN

The CONSULTANT will refine the surface grading design based on OWNER's and FAA's review of the Preliminary and 60% design documents. The CONSULTANT will generate the surfaces to the accuracy required for construction. The design will consist of the following elements and considerations:

a. The CONSULTANT will update the DTM for the finish ground surface using AutoCAD Civil 3D.

b. The CONSULTANT will update the taxiway centerline profile.

c. The CONSULTANT will create detailed cross sections indicating grades for pavement, shoulder, and unpaved areas using Civil 3D corridors and assemblies. The cross-section slopes will be designed to meet the transverse grading requirements of AC 150/5300-13B.

d. The CONSULTANT will update the finish grade surface for each taxiway transition area.

2.6 60% AND 90% STORM DRAIN DESIGN

The SUBCONSULTANT will update the storm drain design based on OWNER review of the preliminary and 60% documents. The SUBCONSULTANT will update the plans to the accuracy required for construction. The design will consist of the following elements and considerations:

a. The SUBCONSULTANT will update the catchments and watershed analysis based on updates to the grading plan.

b. The SUBCONSULTANT will update the storm drainpipe design based on updates to the watersheds.

c. The SUBCONSULTANT will model the proposed storm drain infrastructure using AutoCAD Civil 3D pipe networks and generate plans and profiles for each storm drain.

d. The SUBCONSULTANT will perform inlet capacity calculations and determine headwater during maximum flow events.

e. The SUBCONSULTANT will update underdrain elevations based on updates to the surface and storm drain.

2.7 60% AND 90% ELECTRICAL DESIGN

CONSULTANT will perform a 60% and 90% design of the proposed lighting and signage system, per FAA AC 150/5340-30J. Included are the following sub-tasks:

a. The CONSULTANT will design the elevation of the proposed lights to match the shoulder grade. This will include developing a detail that shows how the collar elevation ties into the shoulder surface.

b. The CONSULTANT will refine the layout of proposed airfield guidance sign improvements. This updated design will include elevation analysis with respect to existing ground surface and detailed positioning of signs with respect to existing site features. The CONSULTANT will create a matrix identifying proposed sign legends.

c. The CONSULTANT will refine the conduit and circuit layout, including junction structure locations. This updated design will include specific removal and connection requirements, trench details, number, and size of conduit in each trench, number and size of cable in each conduit, type of junction structure, and counterpoise and grounding details.

d. The CONSULTANT will design sign locations based on the proposed pavement geometry. The location, offset from pavement edge, and legend configuration will be per FAA AC 150/5340-18G, *Standards for Airport Sign Systems*.

e. The CONSULTANT will design a preliminary conduit and circuit layout, with junction structure locations.

f. The CONSULTANT will determine where new infrastructure will connect to existing. It is anticipated that new cable, transformers, cans, and fixtures will be installed for the PROJECT.

g. The CONSULTANT will determine temporary circuit routing required to facilitate construction.

2.8 PREPARE 60% AND 90% PLANS

Based on OWNER and FAA review of the preliminary and 60% submittals, the CONSULTANT will update the plans for the 60% and 90% submittals. The CONSULTANT will prepare plan sheets depicting the proposed improvements. The following is a general list of drawings typical for this project type.

Sheet Number	Sheet Description	No. of Sheets
G-001	Cover Sheet	1
G-002	Sheet Index	1
G-003	Legend & Abbreviations	1
G-004	General Notes	1
G-021	Project Layout Plan	1
G-041	Survey Control Plan	1
G-061	Quantities Table	1
G-081	Construction Safety and Phasing Plans	5
G-091	Construction Safety and Phasing Details	2
B-051	Plan and Log of Soil Borings	5
C-021	Erosion Control Plans	12
C-031	Erosion Control Details	4
C-051	Demolition Plans	4
C-061	Demolition Details	1
C-081	Project Geometrics	4
C-091	Existing Conditions	1
C-101	Grading and Drainage Plan	4
C-201	Taxiway Plan and Profiles	4
C-301	Typical Sections	2
C-311	Paving Details	1
C-321	Jointing Plans	4
C-341	Jointing Details	1
C-441	Storm Drain and Underdrain Plan and Profiles	8
C-451	Storm Drain Details	3
C-651	Marking Plan	4
C-671	Marking Details	1
C-901	Cross Sections	8
E-001	Airfield Electrical Legend, Notes, and Abbreviations	1
E-101	Airfield Electrical Demolition Plans	4
E-201	Airfield Electrical Layout Plans	4
E-301	Airfield Electrical Signage and Light Plans	4
E-601	Airfield Electrical Details	3
	Total Number of Sheets	**101**

2.9 PREPARE 60% AND 90% SPECIFICATIONS

The CONSULTANT will assemble the specifications as stated below for the OWNER to use in obtaining competitive bids for the work. The documents will meet current FAA Standards for AIP-funded projects and incorporate OWNER-specific specifications/provisions when required per FAA instruction.

2.9.1 Bidding and Contract Documents

The FAA requires the following sections be included in the bidding documents for all Federally funded projects. CONSULTANT will prepare the documents based on FAA standards. Where the OWNER has additional or overlapping requirements, CONSULTANT will review the bidding and contract documents provided by the OWNER and notify the OWNER of conflicts. CONSULTANT will include applicable OWNER requirements in the bidding and contract documents. The documents must include the following sections:

- Notice to Bidders (Advertisement for Bids)
- FAA Instructions to Bidders
- Proposal Forms
- Statement of Qualifications
- Bid Schedule
- Sample Agreement
- Insurance Requirements
- Bonds and Guarantees

2.9.2 OWNER General Provisions

The CONSULTANT will coordinate with the OWNER to include the OWNER-specific General Provisions in the specification package. The CONSULTANT will perform a review to identify areas in the OWNER-specific General Provisions that may conflict with Required Federal Contract Provisions and the FAA General Contract Provisions and provide comments to the OWNER for their consideration and action.

2.9.3 Required Federal Contract Provisions

Federal laws and regulations require that specific contract provisions be included in federally funded contracts as established within the grant assurances. The CONSULTANT will prepare the Required Federal Contract Provisions. These requirements cover the following:

- Affirmative Action Requirement
- Buy American Preference
- Civil Rights
- Davis-Bacon Act Requirements
- Disadvantaged Business Enterprise
- Equal Employment Opportunity
- Federal Fair Labor Standards Act (Minimum Wage)

- Lobbying and Influencing Federal Employees
- Prohibition of Segregated Facilities
- Occupational Safety and Health Act

2.9.4 Project-Specific Special Provisions for Airport Construction

The CONSULTANT will prepare Special Provisions to address or expand on conditions specific to construction on airports. Special Provisions typically include the following items:

- General Safety Requirements, Airfield Safety and Traffic Control
- Construction Schedule Requirements
- Time Limitations
- Work Hour Limitations
- Project Sequencing and Potential Delays
- Barricades and Runway Closure Markers
- Radio Communication
- Access and Security
- Required Training
- General Site Information and Requirements
- Submittal Procedures
- Contractors Construction Superintendent Requirements
- Badging Requirements
- Gate Guard Requirements

2.9.5 FAA Standard Specifications for Construction of Airports

The CONSULTANT will prepare FAA General Contract Provisions, general construction items, and technical specifications per FAA AC 150/5370-10H, *Standard Specifications for Construction of Airports*. The following FAA Standard Specifications are expected in this PROJECT:

a. Part 1 – General Contract Provision
   i. Section 10 Definition of Terms
   ii. Section 20 Proposal Requirements and Conditions
   iii. Section 30 Award and Execution of Contract
   iv. Section 40 Scope of Work
   v. Section 50 Control of Work
   vi. Section 60 Control of Materials
   vii. Section 70 Legal Regulations and Responsibility to Public
   viii. Section 80 Execution and Progress
   ix. Section 90 Measurement and Payment

b. Part 2 – General Construction Items
   i. Item C-100, Contractor Quality Control Program (CQCP)
   ii. Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

iii. Item C-105, Mobilization
iv. Item C-110, Method of Estimating PWL

c. Part 3 – Sitework
   i. Item P-101, Preparation/Removal of Existing Pavements
   ii. Item P-152, Excavation, Subgrade, and Embankment
   iii. Item P-153, Controlled Low-Strength Material (CLSM)
   iv. Item P-154, Subbase Course

d. Part 4 – Base Courses
   i. Item P-209, Crushed Aggregate Base Course

e. Part 5 – Stabilized Base Courses
   i. Item P-304, Cement-Treated Aggregate Base Course (CTB)
   ii. Item P-306, Lean Concrete Base Course

f. Part 6 – Flexible Pavements
   i. Item P-401, Asphalt Mix Pavement
   ii. Item P-403, Asphalt Mix Pavement Surface Course

g. Part 7 – Rigid Pavements
   i. Item P-501, Cement Concrete Pavement

h. Part 9 – Miscellaneous
   i. Item P-605, Joint Sealants for Pavements
   ii. Item P-610, Concrete for Miscellaneous Structures
   iii. Item P-620, Runway and Taxiway Marking

i. Part 11 – Drainage
   i. Item D-701, Pipe for Storm Drains and Culverts
   ii. Item D-705, Pipe Underdrains for Airports
   iii. Item D-751, Manholes, Catch Basins, Inlets and Inspection Holes
   iv. Item D-752, Concrete Culverts, Headwalls, and Miscellaneous Drainage Structures

j. Part 12 – Turfing
   i. Item T-901, Seeding
   ii. Item T-904, Sodding
   iii. Item T-905, Topsoil

k. Part 13 – Lighting Installation
   i. Item L-108, Underground Power Cable for Airports
   ii. Item L-110, Airport Underground Electrical Duct Banks and Conduits
   iii. Item L-115, Electrical Manholes and Junction Structures
   iv. Item L-125, Installation of Airport Lighting Systems

2.10 PREPARE 60% AND 90% ENGINEER'S DESIGN REPORT

Based on OWNER and FAA review of the preliminary and 60% submittals, the CONSULTANT will update the Engineer's Design Report (EDR). The 60% and 90% EDR will further define project design considerations and track decisions made during the design process.

2.11 PREPARE 60% AND 90% COST ESTIMATE

2.11.1 60% and 90% Earthwork Analysis
The CONSULTANT will update the earthwork analysis based on the 60% and 90% design.

2.11.2 Calculate Estimated 60% and 90% Quantities
The CONSULTANT will update the quantities based on the 60% and 90% design.

2.11.3 Prepare 60% and 90% Cost Estimate
The CONSULTANT will update the cost estimate based on the 60% and 90% design.

2.12 PREPARE CONSTRUCTION SAFETY AND PHASING PLAN

2.12.1 The CONSULTANT will prepare a Construction Safety and Phasing Plan (CSPP) document in conformance with FAA Standards and FAA AC 150/5370-2G, *Operational Safety on Airports During Construction*. The final CSPP will be included in the bid documents package and generally includes the following information:

a. Overview and Purpose

b. Construction Safety Responsibility of Each Party

c. Construction Phasing, including:
- Tasking and time limitations: To establish a fair construction duration, the CONSULTANT will prepare an estimated critical-path construction schedule. The schedule will be based on productivity rates observed in similar projects. This schedule will not relieve the contractor of their responsibility to prepare a detailed schedule of work nor allow them to modify the performance durations of the contract.
- Areas and operations affected by construction.
- Wildlife management.
- Hazardous materials management.
- Inspection requirements.
- Marking and signs for access routes.
- Protection of runway and taxiway critical areas.
- Safety plan compliance document.

d. Construction Safety and Phasing Plan Sheet(s)

2.12.2 After OWNER and FAA's review and acceptance, the CSPP will be uploaded to the OEAAA online portal for FAA review and approval. CONSULTANT will generate one (1) 7460-1 submission for the proposed Construction Safety and Phasing Plan (CSPP). Submission will follow guidance provided in FAA's Standard Operating Procedure (SOP) 1.00 – FAA Evaluation of Sponsor's Construction Safety and Phasing Plans. These submissions will include exhibits identifying points-of-interest in latitude and longitude coordinates, including work site area, staging/stockpile locations, construction equipment heights, and haul routes.

2.13 PREPARE 60% AND 90% SUBMITTAL

2.13.1 Internal QA Review
The QA staff assigned by the PM as part of the quality control program will perform an internal review for the 60% and 90% submittal deliverables listed below. The review will be performed using Bluebeam software. The PM will review the QA markups, determine the corrective action, and direct the changes.

2.13.2 Independent Technical Review

2.13.3 Submit 60% and 90% Deliverables to OWNER
The CONSULTANT will finalize assembly of the 60% and 90% deliverables listed below and submit to the OWNER for review. The deliverables will be submitted electronically using Newforma file transfer software.

TASK 2 DELIVERABLES

1) Design Review Meeting Agenda and Minutes – Electronic submittal
2) 60% and 90% Plans – Electronic submittal and two (2) hard copies
3) 60% and 90% Specifications – Electronic submittal and one (1) hard copy
4) 60% and 90% EDR (including Cost Estimate) – Electronic submittal
5) CSPP – Electronic submittal

TASK 3 FINAL DESIGN

3.1 TASK 3 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 3 will consist of the following:

3.1.1 Update PMP
The PMP created during Task 1 will be updated to incorporate the latest project protocols.

3.1.2 Update Schedule
The schedule created during Task 1 will be updated throughout design based on review times by the OWNER and FAA.

3.1.3 Coordinate Internal Design Team
The PM will continue to coordinate and monitor internal work progress during Task 3.

3.1.4 Coordinate Subconsultants
The PM will continue to coordinate and monitor subconsultant work progress during Task 2.

3.1.5 Quality Control Program
The PM will complete the review of the QC checklist.

The PM and assigned QC team members will regularly review work performed by the design team. Prior to issuance of the final design, the assigned QA team members will review the documents to be submitted.

3.1.6 Project Controls
The PM will continue to maintain the project budget spreadsheet and, track costs weekly and prepare invoices as defined in Task 1. It is anticipated that one (1) invoices will be prepared during Task 3.

3.2 TASK 3 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and calls during Task 3. Meetings and communication items will be as follows:

3.2.1 Weekly Internal Progress Meetings
The PM will conduct weekly meetings with the internal design team to discuss the project schedule and work progress. Up to three (3) members from CONSULTANT team will attend each meeting. Up to two (2) meeting(s) are anticipated during Task 3.

3.2.2 Monthly Progress Meetings with OWNER
The CONSULTANT will conduct monthly meeting(s) with the OWNER to discuss the project schedule, work progress, and coordination items. Up to three (3) members from CONSULTANT team will attend each meeting (anticipated to consist of PM, Engineer III, and Engineer II). One (1) meeting is anticipated during Phase 3. The meeting will be held virtually.

3.2.3 General Communication with OWNER
The CONSULTANT will communicate with the OWNER throughout Task 3 via phone calls or email in addition to the meetings listed herein.

3.3 PREPARE FINAL PLANS

Based on OWNER and FAA review of the 90% submittal, the CONSULTANT will update the plans.

3.4 PREPARE FINAL SPECIFICATIONS

Based on OWNER and FAA review of the 90% submittal, the CONSULTANT will update the specifications.

3.5 PREPARE FINAL ENGINEER'S DESIGN REPORT

Based on OWNER review of the 90% submittal, the CONSULTANT will update the EDR.

3.6 PREPARE FINAL COST ESTIMATE

3.6.1 Calculate Estimated Final Quantities
The CONSULTANT will update the quantities based on the final design.

3.6.2 Prepare Final Cost Estimate
The CONSULTANT will update the cost estimate based on the final design.

3.7 PREPARE FINAL CONSTRUCTION SAFETY AND PHASING PLAN

Based on OWNER and FAA review of the 90% submittal, the CONSULTANT will update the CSPP.

3.8 PREPARE FINAL SUBMITTAL

3.8.1 Internal QC Review
The PM and QC staff assigned by the PM as part of the quality control program will perform an internal review of the final updated deliverables listed below. The review will be performed using Bluebeam software. The PM will review the QA markups, determine the corrective action, and direct the changes. The QA reviewer will backcheck resolution of comments before release of deliverables.

3.8.2 Submit Final Deliverables to OWNER
The CONSULTANT will complete assembly of the final deliverables listed below and submit to the OWNER. The deliverables will be submitted electronically using Newforma file transfer software.

TASK 3 DELIVERABLES

1) Final Plans – Electronic submittal and two (2) hard copies
2) Final Specifications – Electronic submittal and one (1) hard copies
3) Final EDR (including Cost Estimate) – Electronic submittal
4) Final CSPP – Electronic submittal and one (1) hard copies

TASK 4 BID ADMINISTRATION

4.1 TASK 4 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 4 will consist of the following:

4.1.1 Update Schedule
The schedule created during Task 1 will be updated to show bid administration milestones.

4.1.2 Prepare Invoices
The PM will continue to track costs weekly and prepare invoices as defined in Task 1. It is anticipated that three (3) invoices will be prepared during Task 4.

4.2 TASK 4 PROJECT MEETINGS AND COMMUNICATION

The CONSULTANT will participate in meetings and calls during Task 4. Meetings and communication items will be as follows:

4.2.1 Monthly Progress Meetings with OWNER

4.2.2 Pre-Bid Conference
The CONSULTANT will prepare for and conduct a pre-bid conference with potential contractors and the OWNER to review the PROJECT and answer questions. Up to two (2) members from CONSULTANT team will attend in-person (anticipated to consist of PM and Engineer II). The conference should be conducted at the Augusta-Richmond Procurement office and include a site visit. The OWNER will provide escort to the prospective bidders to view the project site. CONSULTANT will prepare a meeting agenda and minutes for distribution by the OWNER.

4.2.3 General Communication with OWNER
The CONSULTANT will communicate with the OWNER throughout Task 4 via phone calls or email in addition to the meetings listed herein.

4.3 ADVERTISEMENT FOR BIDS

The OWNER will be responsible for procuring and performing the advertisement for bids.

4.4 BID DOCUMENTS DISTRIBUTION

The CONSULTANT will package and supply the bidding documents to the OWNER for uploading by the OWNER on the OWNER's advertising platform.

4.5 RESPOND TO BIDDERS' QUESTIONS

During the bidding process, the CONSULTANT will clarify the bidding documents and answer questions from prospective bidders. CONSULTANT will receive bidder questions and issue responses in a formal addendum. Bidders may seek clarification of the bidding documents up to one (1) week before the bid is due.

4.6 BID ADDENDA

The CONSULTANT will prepare and issue bid addenda to interpret, clarify, or change the bidding documents during bidding. Addenda will be made available to plan holders. Up to two (2) addenda are anticipated.

4.7 BID OPENING

CONSULTANT will attend the bid opening at the site and time identified in the bid advertisement. OWNER will receive and timestamp bids.

4.8 BID REVIEW, BID TABULATION, AND COST/PRICE ANALYSIS

The OWNER will perform the initial bid review for compliance with Instructions to Bidders and determine if each bid is responsive.

The CONSULTANT will review all responsive bids for adherence to the requirements of the bidding documents. The CONSULTANT will prepare a spreadsheet of bids and bid items for each bidder. The CONSULTANT will input the as-bid unit prices into the spreadsheet and confirm mathematical computations of the bids. CONSULTANT will evaluate unit costs to check for unbalanced bids. The CONSULTANT will provide the OWNER with the name of the Apparent Low Bidder.

4.9 PREPARE RECOMMENDATION OF AWARD

The CONSULTANT will prepare a Recommendation of Award for the OWNER to accept or reject the submitted bids. If the recommendation is to award, CONSULTANT will prepare a letter for use on OWNER letterhead to send to the FAA requesting FAA concurrence with award. If the recommendation is to reject all bids, the CONSULTANT will supply an explanation for the recommendation and possible alternative actions that the OWNER might be able to pursue to complete the PROJECT.

4.10 FEDERAL GRANT CLOSEOUT REPORT

CONSULTANT will prepare a closeout report. OWNER will provide financial documents and forms for CONSULTANT to compile and submit in the report. Components of the report will include the following:

- Section I – Project Overview
  - Project Location
  - Environmental Mitigation

- Grant "Special" Conditions
- Section II – Administrative costs incurred by OWNER, with explanation
- Section III – Engineering Design Contract
- Section IV – Not Applicable to Design-Only Grant
- Section V – Closeout Documents
  - Final Payment Summary Worksheet
  - Signed copy of FAA form SF-271
  - Signed copy of FAA form SF-425
  - DBE Participation Summary Form

4.11 PREPARE ISSUED FOR CONSTRUCTION DOCUMENTS

CONSULTANT will compile an "Issued for Construction" set of contract documents that incorporate the addenda and the answers to bidder questions issued during the bid period. CONSULTANT will delineate unawarded portions of the project, including bid alternates. The documents will be signed, sealed, and labeled "Issued for Construction".

TASK 4 DELIVERABLES

1) Bid Documents – one (1) of Hard copies
2) Bid Review, Bid Tabulation, and Cost/Price Analysis – Electronic submittal
3) Recommendation of Award – Electronic submittal
4) Federal Grant Close-out report – Electronic submittal
5) "Issued for Construction" Documents – Electronic submittal and one (1) hard copies

ADDITIONAL SERVICES

CONSULTANT will perform a cost effectiveness determination on pavements using life-cycle cost analysis (LCCA) methodology, per FAA AC 150/5320-6G, via the following steps:

1. Establish alternative design strategies.

2. Determine activity timing (analysis period that includes at least one rehabilitation of each alternative).

3. Estimate direct costs (estimate future costs in constant dollars and discount to the present using real discount rate).

The analysis period is the period of time over which alternative pavement sections are compared and is not necessarily the design life used for the pavement design. CONSULTANT will coordinate analysis periods to be evaluated with OWNER and FAA on federally funded projects. The LCCA will be documented in the Engineer's Design Report.

Routine maintenance costs, such as incidental crack sealing, have a marginal effect on net present value (NPV) and will not be analyzed. Initial construction, planned preventative maintenance, and rehabilitation costs will be analyzed. Salvage value will be based on the remaining functional life of an alternative at the end of the analysis period.

The LCCA will assume that all alternatives will achieve the desired result of a smooth, foreign object debris (FOD)-free surface with adequate profile and texture to safely operate aircraft. The LCCA will determine which design alternative results in the lowest total cost over the life of the project and what are the user-cost impacts of alternative strategies. The LCCA will utilize the most recent discount rate published by the Office of Management and Budget (OMB), as appropriate for a cost effectiveness analysis. Residual salvage values will be calculated on the straight-line depreciated value of the alternative at the end of the analysis period. The LCCA will consider the initial cost and life expectancy of the various alternatives, local materials, environmental factors, and contractor capability.

An LCCA in support of a pavement section does not ensure that funds will be available to support the initial construction.

This PROJECT is not expected to require a modification of FAA design standards; therefore, a Modification to Standards (MOS) is excluded from this scope of services.

CONSULTANT will prepare the FAA AIP Construction Grant Application and submit it electronically to OWNER for signature. Application preparation is expected to include the following:

- Application for Federal Assistance Forms and Reports (Federal 424 form)
- Application for Development Projects (Federal 5100-100 form)
- CIP/Pre-application Data Sheet
- Standard DOT Title VI Assurances
- Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Airport Sponsor Assurances
- FAA Advisory Circulars Required for use in AIP Funded and PFC Approved Projects
- Sponsor Certification for Selection of Consultants
- Sponsor Certification for Project Plans and Specifications
- Sponsor Certification for Equipment/Construction Contracts
- Sponsor Certification for Construction Project Final Acceptance
- Sponsor Certification of Drug-Free Workplace
- Sponsor Certification for Certification and Disclosure Regarding Potential Conflict of Interest
- Title VI Pre-Award Sponsor Checklist
- Cost Break-out for reimbursable expenses (Owner vs FAA)

It is expected that up to three (3) submittals of the grant application will be sufficient for approval through the FAA. The stages of submittal are the preliminary grant application, final grant application after opening of bids, and corrected final after construction FAA review and project award. The post-construction grant close-out process are not included in this process.

Creating the 3-year DBE plan and establishing the DBE goal is excluded from this scope of services.

PREPARE CATEX

Preparation of a CATEX is excluded from this scope of services.

[CONSULTANT will review [and revise] [and recreate] the existing Signage and Marking Plan (S&MP). CONSULTANT will coordinate with the OWNER and their assigned FAA Part 139 Certification Inspector for review. Updates to the S&MP will be provided to the OWNER and FAA in electronic PDF format. CONSULTANT will incorporate comments received and generate a revised S&MP that includes the proposed improvements for future inclusion into the Airport Certification Manual (ACM).]

Review and recreation of the Signage and Marking Plan is excluded from this scope of services.

Attendance at, and presentation to, a project-specific Safety Risk Management Panel (SRMP) is excluded from this scope of services.

Envision® certification is not desired by the OWNER and is excluded from this scope of services.

Any requested or required services beyond this scope shall be negotiated at the unit cost rates shown in **Attachment 5**.

SERVICES TO BE PROVIDED BY THE OWNER

The OWNER and CONSULTANT agree that the following items will be provided by the OWNER. If these or any additional items are added to the CONSULTANT's scope of services, they will be considered extra services and require a negotiated fee and an amendment to the contract.

1) Payment of fees, easements, and permit fees from city, state, county, utilities, and others.

2) Outreach to tenants, ATCT, and other shareholders to convey the project goals and timing.

3) Required permits will be managed and administered by OWNER or other parties unless specifically identified in CONSULTANT scope of services. These permits may include, but are not limited to, Federal and State environmental clearances (ex: Clean Water Act 404 permit, NEPA, NPDES, Clean Air Act); public utility connection permits and review fees; construction/contractor permits (ex: hauling, erosion control, storm water, air quality, fugitive dust).

4) Conduct airfield safety training for subconsultants.

5) Access to the site for CONSULTANT and subconsultants.

6) Access to the site for prospective bidders during the bid advertisement.

7) Transmission of data to CONSULTANT such as reports, "as-built" drawings, and other information related to the PROJECT.

8) Review of draft documents from CONSULTANT within a reasonable amount of time, including review comments provided in writing. OWNER review comments from various individuals and departments shall be provided in writing and shall be returned to the CONSULTANT as a single package representing OWNER's review comments.

9) Protection of digital information or data supplied by CONSULTANT from contamination, misuse, or changes.

SERVICES TO BE EXCLUDED

The OWNER and CONSULTANT agree that the following items will be excluded from this scope. If these or any additional items are added to the CONSULTANT's scope of services, they will be considered extra services and require a negotiated fee and an amendment to the contract.

1) Expert witness testimony.

2) Incorporating and providing as-builts of the proposed work.

3) Construction Administration and support services.

4) Landscaping architecture services.

5) Ornamental fence design.

6) Architectural services for signs and structures.

7) Floodplain modifications (ex: LOMR).

8) Right-of-way engineering (ex: establishing/dissolving easements).

9) Update of Airfield Pavement Management System (APMS) with surveyed PCI data.

10) Update to Airport Land Use Compatibility Plan (ALUCP).

11) Re-design services, in the event of lack of funding, contractor pricing, bids exceeding project budget, changes in Owner or Tenant direction or proposed changes by the contractor or other issues.

SCHEDULE OF COMPLETION

A tentative design and bidding schedule is included as **Attachment 4**. The schedule assumes that the OWNER will issue a design Notice to Proceed (NTP) by May 1, 2025. Based on the current FAA grant schedule, construction of the first phase of the PROJECT is programmed for a FY 2026 AIP grant. Therefore, opening of bids is expected to occur May 2026 to align with the grant application timeline. The tentative schedule includes design and review periods and OWNER milestones for advertisement and award. Estimated durations for each applicable task is shown below:

TASK 1

1) The estimated duration to complete the preliminary submittal is eighty (80) working days after receipt of NTP from the OWNER.

TASK 2

1) The estimated duration to complete the 90% submittal is eighty (80) working days after receipt of OWNER and FAA comments on the preliminary submittal, which includes a two (2) week OWNER/FAA review period on the 60% submittal.

TASK 3

1) The estimated duration to complete the final submittal is within twenty (20) working days after receipt of OWNER and FAA comments on the 90% submittal.

TASK 4

1) The estimated duration of bidding is forty (40) working days after issuance of final submittal.

2) The CONSULTANT will submit the Recommendation of Award within five (5) working days after receipt of the bid proposal documents from the OWNER.

Design durations do not include OWNER and FAA review periods unless stated. Once the design NTP is received from the OWNER, the CONSULTANT will prepare and maintain a project schedule that includes estimated OWNER and FAA review periods.

COMPENSATION FOR SERVICES

Payment for all work outlined in scope of services: Tasks 1, 2, 3, 4, and 5 shall be a lump sum of One-Millions, Three-Hundred and Forty-Eight Thousand, Five-Hundred and Seventy-Nine dollars and forty-five cents ($1,348,579.45). This fee includes labor, materials, expenses, and incidentals necessary to complete the work as described herein. The design engineering fee is included as **Attachment 5** to this scope of services. Payments will be made monthly based on the percentage of work complete.

Billing for these tasks will be broken down on CONSULTANTS's invoices as follows:

Task 1: Preliminary Design ($347,133.95)
Task 2: 60% and 90% Design ($760,325.50)
Task 3: Final Design ($168,213.00)
Task 4: Bid Administration ($72,904.00)
Task 5: Additional Services (NA)

END OF SCOPE

Attachments

Attachment 1 – Project Graphic
Attachment 2 – Topographic Survey Limits
Attachment 3 – Approximate Boring Locations
Attachment 4 – Design Engineering Fee

Respectfully submitted,

MEAD & HUNT, INC.

Author	*Add Name*
Project Manager	Vice President

Attachment 1

Attachment 2

Attachment 3

Attachment 4

Attachment 5

WORK AUTHORIZATION #15

TO

PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

BETWEEN: Augusta Regional Airport (AGS) (AIRPORT) ("CLIENT")

1501 Aviation Way, Augusta, GA 30906

AND: Mead and Hunt, Inc. ("CONSULTANT")

A Wisconsin Corporation

TASK ORDER EFFECTIVE DATE: July 31, 2025

RECITALS

This is the fifteenth (15th) Work Authorization to the PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT dated effective October 17, 2023 between the CLIENT and CONSULTANT ("CONTRACT").

AGREEMENT

1. Services to be provided. The Scope of Services includes: all work, services, and materials necessary for the design of New Connector Taxiway(s) and Taxiway E "Hot-spot" Mitigation (PROJECT) as defined in Attachment A.

   With the reconstruction of Taxiway F, the majority of AIP eligible airfield pavement will have been reconstructed or rehabilitated within the past 10 years. Per the FAA's records, the only remaining item needing to be addressed prior to funding new AIP eligible pavement or facility projects is the existing "hot spot" located at the intersection of Taxiway E and Runway 17-35. This area of taxiway is deemed as such because of the direct connection along Taxiway E through Runway 17-35. The concern is that a pilot could inadvertently create a runway incursion by simply not holding short of the Runway or maneuvering onto Taxiway A. In order to remove the existing hot spot, new connector(s) must be designed and constructed to alleviate congestion and provide an outlet to/from Runway 17/35. In 2022, after conversations surrounding projects in the near future, several exhibits were drafted and provided to the FAA depicting the potential Taxiway connectors. These taxiways have been approved within the ALP and AGS has received notice of Tentative Allocation of federal funding for design in 2025 with construction to follow in 2026. The taxiways

will be designed and laid out as Taxiway Design Group (TDG) IV resulting in 50-foot-wide full-strength taxiway pavement with 20-foot paved shoulders. The overall footprint of design/construction will be approximately 64,000 square yards. Following the design of the Project, construction will be completed via a phased approach based upon the total amount of funding available in each subsequent Fiscal Year beginning in 2026. A breakdown of the scope is included in Attachment A.

2. Schedule. The project design shall be completed by Spring of 2026 to meet the required deadline set by the FAA for Federal AIP Descretionary Funding for the first phase of construction.

3. Consideration. The services shall be provided for the lump sum of $1,384,579.45. The services will be billed on a percentage complete basis by task. A breakdown of the fee is included in Attachment B. Progress payments shall be made in accordance with the CONTRACT.

	Consideration for Professional Services	Contract Length	Invoice Method
Design Services for the Construction of New Connector Taxiway(s) and Taxiway E "Hot-spot" Mitigation	$ 1,384,579.45	365 days	Lump Sum

APPROVAL AND ACCEPTANCE: Approval and acceptance of the WORK AUTHORIZATION including any attachments shall incorporate this document as part of the CONTRACT between the AIRPORT and the CONSULTANT dated October 17, 2023. All work and services defined in this WORK AUTHORIZATION shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT between the AIRPORT and CONSULTANT.

Accepted by: AUGUSTA AVIATION COMMISSION

By: _____

Name: Ronic West

Title: Aviation Commission Chair

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Approved by: MEAD AND HUNT, INC.

By: _____

Name: Edwin Scott

Title: Vice President, Department Manager

Date: _____

Approval: _____

Authorized Reviewer Signature

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Amendment to Commercial Ground Transportation Permit

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve the amendment to the 2025 Commercial Ground Transportation Permit.

Background: All ground transportation vehicles (taxis, limos, etc.) picking up passengers or wishing to stand-by and pick-up passengers from the Airport are required to obtain a Permit and park in the designated assembly area. Transportation vehicles are allowed to drop off passengers on the curb; however, picking up passengers on the curb is strictly prohibited. This is outlined in Section 14.A.10 of the Permit. The term of the Permit remains the same, expiring on April 30, 2026.

Analysis: During a meeting with some of the Taxi companies, an issue with vehicles picking up on the curb was brought to our attention. A clause in the original agreement allowed taxi and limo services to pick up on the curb if they had a 3rd party contract with an outside company. This is a potential loophole in the Permit and allows the possibility of circumventing the Permit and Rules governing Ground Transportation at the airport. With this amendment, all taxis, shuttle, and limos servicing the airport must utilize the Ground Transportation lot and keeps the fees fair for all users.

Airport Legal Counsel (Mr. Robert Kerr) has reviewed and approved the terms of this agreement.

Financial Impact: N/A

Alternatives: N/A

Recommendation:	Approve the amendment to the 2025 Commercial Ground Transportation Permit.
Funds are available in the following accounts:	551000000-3492402
REVIEWED AND APPROVED BY:	N/A

2025 COMMERCIAL GROUND TRANSPORTATION PERMIT AUGUSTA REGIONAL AIRPORT, AUGUSTA, GEORGIA

This Permit is entered this ____ day of _____ to be effective this _____ day of _____, 2025, by and between Augusta, Georgia a political subdivision of the State of Georgia by and through the Augusta Aviation Commission as operator of the Augusta Regional Airport (hereinafter the "Airport") and _____ a _____ (legal entity) whose address is _____ and who shall hereinafter be referred to as "Permittee."

WHEREAS, the Augusta Aviation Commission desires to make available quality ground transportation to each arriving airline passenger and others who choose to use commercial ground transportation originating at the Airport, which services include both standby and pre-arranged pick-ups; and

WHEREAS, in furtherance of said quality goal, Permittee acknowledges that Permittee's vehicles subject to this Permit shall meet or exceed all standards for safety, cleanliness, and reliability set forth by federal law, the laws of the State of Georgia, local ordinances now or hereafter adopted by the Augusta, Georgia Commission, and any and all rules adopted by the Executive Director or the Augusta Aviation Commission; and,

WHEREAS, Permittee desires to provide services at the Airport under the rules, guidelines, and all applicable laws set forth herein or may come into effect during the term of this Permit.

NOW THEREFORE, in consideration of the above recitals, the monies to be paid, the obligations provided herein to be undertaken, and the business opportunity to occupy the Airport commercial ground transportation stand and offer commercial ground transportation service at the Airport, the Parties agree as follows:

1. PURPOSE:

The purpose of this Permit is to ensure that the Airport's commercial ground transportation operations provide a high level of customer transport and services that are representative of a world class airport and to make effective and efficient use of the Airport's Commercial Ground Transportation Lot and its roadways.

2. APPLICABILITY:

Permittee acknowledges and agrees that an authorization to standby, pick-up, and/or accept fares at the Airport is in the nature of this Special Permit for which obligations are imposed upon it with respect to its personnel and any vehicle which Permittee may use on the Airport Premises pursuant to this Permit that are in addition to those requirements established by the State of Georgia, the Georgia Department of Public Safety Commercial Motor Vehicle Traffic Codes and Safety

Rules, the Augusta, Georgia License and Business Regulations, Chapter 7, Article 2, Taxicabs and Article 3, Limousine Service (Augusta Code §§ 6-7-7 et. seq.), the Rules Governing Use of Augusta Regional Airport, particularly Section 6.3.14, Insurance Requirements and Section 8, Ground Transportation Services, in their entirety, as they currently exist or may be amended during the term of this Permit.

3. DEFINITIONS:

a. "Airport" means the Augusta Regional Airport.

b. "Automated Vehicle Identification" tag or AVI tag means a tag that is registered to a vehicle through a parking management access control system that allows and tracks the vehicle entry into a designated parking area.

c. "Commercial" as used herein means any activity undertaken for a profit.

d. "Commercial Ground Transportation" means the carriage of passengers for hire in a motor vehicle including taxicabs, limousines, shuttles, and buses.

e. "Commercial Ground Transportation Assembly area" means all authorized queuing, loading, and holding areas as designated by the Executive Director.

f. "Commercial Ground Transportation Vehicle" means any vehicle used for the carriage of passengers or baggage or property for hire.

g. "Courtesy Vehicle" means any vehicle used by a business for the transportation of its patrons or guests to and from its place of business to and from the Airport, such as a hotel or golf course.

h. "Driver" means the person driving the commercial ground transportation vehicle.

i. "Executive Director" means the person appointed or hired to run the day-to-day activities of the Airport.

j. "For Hire Transportation" means any vehicle that is used to transport one or more passengers for profit whether pre-arranged, on-demand, or scheduled.

k. "Limousine" means an automobile, licensed as such by the State of Georgia, with a driver paid on a time basis, not distance covered. It shall not mean a vehicle used as a taxi, bus, or sightseeing tour service. Vans and buses may not be used for limousine service.

l. "Permit" means the agreement between the Airport and the Permittee for the purpose of providing service to the traveling public.

m. "Permittee" means any commercial ground transportation company providing for-hire passenger transportation services at the Airport.

n. "Prearranged Pick-Up" means a commercial ground transportation service that has been scheduled in advance by a passenger.

o. "Shuttle" means any type of motor vehicle used to transport passengers and/or baggage to and from the Airport for a predetermined rate to a predetermined location. Such motor vehicle may be hired on either a shared ride or a single passenger basis.

p. "Taxi" or "Taxicab" means a passenger type vehicle, having seating capacity of eight passengers or less, equipped with a taximeter, operated under certificate and licensed as a taxicab as required by the state of Georgia, Augusta, Georgia and the Airport, which carries passengers for hire only at lawful rates of fare recorded and indicated on a taximeter or rates of fare otherwise authorized by the City.

q. "Taximeter" means a measuring device that mechanically or electronically computes a fare based upon the distance traveled.

r. "Terminal Areas" means the roadways, parking lots, holding/loading areas, loading area, and sidewalks servicing the arrival and departure areas of the Airport terminals.

s. "Transportation Network Company or TNC" (See also "Rideshare Network Company") means a business that connects its drivers, using their personal vehicles, and passengers through the use of a smartphone application for the purpose of transportation for hire.

t. "Rideshare Network Company" (*See also* "Transportation Network Company" or "TNC") means a business that connects its drivers, using their personal vehicles, and passengers through the use of a smartphone application for the purpose of transportation for hire.

4. GENERAL PROVISIONS:

a. **Applicability of Regulations.** Permittee, its drivers, employees, agents, owners, or operators of a vehicle providing ground transportation services as defined herein, shall only be allowed to operate such vehicles for hire on the Airport's property pursuant to a valid Permit issued by the Airport. All such vehicle operations shall be in full compliance with all Airport Rules

and Regulations and applicable federal, state, and local laws and ordinances, as set forth herein, or as may be adopted in the future.

b. Each vehicle operated at the Airport shall be required to display a valid AVI tag issued by the Airport for the type of transportation service authorized. Only one (1) AVI tag will be issued per vehicle.

c. **Application.** Permittee's completed application to conduct commercial ground transportation service for hire at the Airport is attached hereto as Exhibit A.

d. By execution of this Permit, Permittee confirms that it has provided all required submittals and shall comply with all requirements set forth herein and as required by Augusta ordinance(s), Airport Rules and Regulations, and all applicable state and federal laws.

e. Permittee shall ensure that all agents, drivers, employees, and/or vehicle operators comply with the Airport's Standard Operating Procedures, applicable Georgia laws, the Georgia Department of Public Safety Commercial Motor Vehicle Traffic Codes and Safety Rules, Augusta, Georgia Taxicab Regulation Ordinances, Chapter 7, Article 2, Taxicabs (Augusta Code §§ 6-7-7 et. seq., as amended), and the Rules Governing Use of Augusta Regional Airport. A copy of the Airport's Rules and Regulations may be obtained in the office of the Executive Director or on the Airport's website.

f. A permit shall not be issued to any person or legal entity not meeting all of the federal, state, local, or Airport requirements.

5. TERM:

The term of this Permit shall commence upon execution by the Parties and shall terminate on April 30, 2026

6. APPLICATION PROCEDURE:

a. Permittee may purchase new permits by filing an application with the Airport between 9:00 a.m. and 4:30 p.m. (weekends and holidays excluded). Submission of an application does not guarantee approval for a permit. The fee paid entitles the Permittee to one (1) AVI tag per vehicle for usage of the Commercial Ground Transportation Lot. Permittee shall not be allowed to submit a renewal application until any and all outstanding fees have been paid. A history of failure to meet financial obligations to the Airport may disqualify Permittee. Such disqualification shall be made at the sole discretion of the Executive Director or his designee.

b. Submission of an application does not guarantee approval for a permit. The fee for AVI tags shall be due upon execution of the Permit. The remainder of the Permit fee shall be paid as described in Section 7.

c. All applicants acknowledge that the Permits provided shall expire on April 30, 2026 at which time a new application must be submitted.

7. FEES:

a. The annual permit fee to provide service at the Airport shall be twenty-five dollars ($25.00) per AVI tag (per vehicle) and two dollars ($2) per access. The fee for the AVI tags shall be due upon execution of the Permit. The $2 per access fee will be invoiced monthly based on the previous month's recorded AVI activity. Invoice payment terms are Net thirty (30) days.

b. If Permittee's account balance becomes past due, all AVI tags will be deactivated. Late payments occurring in two consecutive months will result in the permanent revocation of the Permit. A company having a permanently revoked permit for any reason will be automatically disqualified from entering into future permit agreements with the Airport for a period of not less than one (1) year.

c. No fees paid hereunder shall be refunded. AVI tags shall not transferred from one company to another. AVI tags shall not be tampered with in any manner nor transferred from one vehicle to another. A replacement fee of fifty dollars ($50.00) must be paid upon the approval of the Executive Director or his designee should the AVI tag need to be replaced. Fees described herein are in addition to the aforementioned fees.

d. Fees shall be paid by company/cashier's check, money order, credit card, or cash. Checks and Money Orders should be made payable to the Augusta Regional Airport and delivered to the Airport Administration Office, 1501 Aviation Way, Augusta, Georgia 30906. Payments shall only be accepted from the Permittee Owner(s) or Manager(s) listed herein; at no time shall payments be accepted from any individual driver, or other employee, or agent. There shall be a thirty dollar ($30.00) returned check/insufficient funds fee and an alternate method of payment shall be required of the Permittee thereafter.

e. Failure to pay all applicable fees shall cause this Permit to be revoked.

f. Any changes or additions to vehicles or drivers shall be made when payments are made. Exceptions will only be granted in extenuating circumstances that are beyond Permittee's control as approved on a case-by-case basis by the Executive Director or his designee.

g. There shall be a fine of twenty-five dollars ($25.00) for each occurrence in which a vehicle is caught picking up passengers outside of the designated area. This fine will be included on the monthly invoice.

8. SERVICES TO BE PROVIDED BY PERMITTEE:

a. The Permittee shall provide ground transportation service in a fair, reasonable, and non-discriminatory manner.

b. The Permittee shall operate its vehicles in a safe, clean, and orderly manner at all times, and in compliance with the Georgia Department of Public Safety Commercial Motor Vehicle Traffic Codes and Safety Rules, the Augusta, Georgia License and Business Regulations, Chapter 7, Article 2, Taxicabs and Article 3, Limousine Service (Augusta Code §§ 6-7-7 et. seq., as amended), and the Rules Governing Use of Augusta Regional Airport, Section 8, Ground Transportation Services.

c. Permittee shall maintain the necessary state licenses and permits for the operation of its vehicles at all times. The loss or suspension of any license or permit shall be reported immediately.

d. Permittee shall only charge one (1) fee per destination in adherence with Augusta, Georgia Ordinance § 6-7-33. Fares should be charged at the rates established by Augusta, Georgia and/or the set rates established by the Airport and set forth on the vehicle rate card. There shall be no hidden fees.

e. Permittee shall be responsible for immediately returning AVI tags to the Airport for vehicles no longer in service.

f. As applicable, Permittee shall post a rate card in each vehicle.

g. As applicable, Permittee shall provide receipts to each passenger upon request.

9. PERMITTEE PRIVILEGES; USE OF COMMERCIAL GROUND TRANSPORTATION ASSEMBLY AND STAGING AREAS:

Provided Permittee satisfies the conditions referred to herein, the Airport grants Permittee the non-exclusive privilege for its authorized vehicles to occupy the areas designated by Executive Director for such service.

a. Permittee and other entities holding a ground transportation permit who desire to "standby" for a fare originating at said Airport shall line up in the appropriate lane of the Commercial Ground Transportation Assembly Area. Non-prearranged vehicles shall be set up in a first-in/first-out order by the

time of arrival of the vehicle at the Commercial ground transportation Assembly Area in the appropriate lane. At no time shall any commercial ground transportation vehicles block or obstruct the entrance to any gate, parking space or area, or roadway. Should Permittee choose to park in the public parking lot, it shall do so at its own expense at the current rate charged by the parking lot operator. Any and all disputes of lineup priority or lineup order shall be decided by the Executive Director or his designee whose decision shall be final.

b. Permittee is not entitled to any exclusive use parking at the Airport. Permittee is authorized to use parking space at the designated area as assigned by the Executive Director for staging. Such staging area parking spaces may be relocated from time to time at the Executive Director's sole discretion. Permittee must pick-up passengers in the designated area. If Permittee is caught picking-up passengers outside of the designated area, the Permittee will be required to pay a fine of twenty-five dollars ($25.00).

c. Permittee, its agents, operators, and employees shall have limited rights of ingress and egress to the Terminal area and the associated roadways and public areas only as necessary to access the stand/lineup and staging areas.

d. The Airport shall designate vehicle parking areas on a non-exclusive basis for taxi, limousine, courtesy, TNC, shuttle, and other vehicles. Permittee’s agents, operators, and employees may park no more than the authorized number of vehicles per Permit in the designated area.

e. Permittee’s agents, operators, and employees shall remain within five (5) feet of their assigned vehicles at all times and shall not sit on the exterior of the vehicle. Loitering in and around the Terminal and curb is strictly prohibited except as provided by the Executive Director during periods of inclement or extreme weather conditions. When allowed to sit inside Terminal:
    1. Drivers may only sit and wait in the Terminal during periods of time when commercial flights are not off-loading. When passengers are off-loading, drivers should be in their vehicles ready to accept passengers.
    2. Drivers may sit in the row of seats by the baggage claim exit door so that they can keep an eye on the taxi line at all times in case a customer approaches from the front of the Terminal. Any waiting customers in the Terminal will have first right to the seating area(s).
    3. Drivers may not engage in loud, boisterous conversations. Any unprofessional conduct will not be tolerated.
    4. Laptops, iPad, iPod, or similar electronic devices are strictly prohibited.
    5. Cell phone conversations shall be conducted outside.

f. Permittee's agents, operators, and employees shall not eat, drink, or smoke inside of their vehicle while providing services to Airport patrons. Smoking inside of the vehicle is strictly prohibited at all times.

g. Permittee's agents, operators, and employees shall ensure that the Commercial Ground Transportation assembly area is clean and presentable at all times. All litter, including cigarette butts, shall be disposed of properly. Failure to do so may result in the revocation of the AVI tags and/or this Permit.

h. Permittee's agents, operators, and employees shall not solicit passengers. Permittee's having pre-arranged pick-ups may conduct silent paging via holding a paper or digital sign no larger than 8.5 inches by 11 inches with the passenger's name printed legibly on it.

i. With the exception of pre-arranged pick-ups, Permittee's agents, operators, and employees parked in the designated area are considered in service and available for hire at all times while parked to accommodate any passenger to any destination requested.

j. Passengers may be unloaded in areas designated for use by the general public. Passengers must be immediately unloaded, and the vehicle immediately removed from the area. Waiting, loitering, and cruising the curb for fares is strictly prohibited.

k. Passengers shall be transported from the Airport to their final destination in the same vehicle. In the extremely rare case of a mechanical issue or emergency, the passengers may be transferred to another permitted vehicle. The Executive Director or his designee must be notified immediately if this occurs.

10. AIRPORT DECAL (AVI TAG) REQUIREMENTS:

a. Vehicle AVI tags will be issued only after the Permit has been approved and executed by the Permittee and the Airport and Certificates of Insurance have been submitted to and approved by the Airport. The AVI tags will be issued by Airport Administration. AVI tags expire with the terms of this Permit.

b. Permittee shall display upon the vehicle registered under authority of this Permit, a valid AVI tag affixed to the vehicle's top left corner of the windshield (driver's side).

c. Vehicle AVI tags are non-transferable.

d. AVI tags from vehicles no longer in service shall be returned to the Airport.

11. TERMINATION/ REVOCATION OR SUSPENSION OF PERMIT:

The Airport has the right to terminate this Permit immediately with or without notice for failure to comply with local, state, or federal laws, and/or the Rules and Regulations established by the Airport or the Executive Director of the Airport as may be amended from time to time by the Augusta Aviation Commission or upon failure to comply with the terms and conditions of this Permit. In such instances where the Permittee is provided with written notice of such failure to perform any of the terms, covenants, and conditions of this Permit, the Permittee shall have five (5) business days to correct any such violation or failure, unless a shorter time period is provided in such notice. This Permit may be revoked if the following occurs:

a. Failure to pay the required fee in the manner prescribed in this Permit;
b. Permittee's activities constituting a material breach of this Permit;
c. Failure to comply with the approved schedule of operations submitted by the Permittee;
d. Repeated violations of state law, the Airport's policies, Augusta's ordinances, laws and/or regulations shall subject the Permittee to suspension or forfeiture of the operating Permit at the sole discretion of the Executive Director. Permittee will have the right to appeal any such suspension or revocation to the Augusta Aviation Commission, whose decision shall be final;
e. The occurrence of any acts that operates to deprive Permittee of the rights, power, and authorization necessary in connection with the furnishing of the services contemplated hereunder;
f. The abandonment or discontinuance of the operation of services by the Permittee or any subcontractor with respect to any service authorized by this Permit;
g. The failure of the Permittee to keep and perform any of the terms and/or covenants and conditions of this Permit;
h. Permittee has engaged in any other acts deemed inappropriate by the Executive Director or designee;
i. Termination of the Agreement for Default. Failure of the Permittee, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. The Airport may terminate this contract is part or in whole upon written notice to the Permittee pursuant to this term.
j. The Airport may terminate this contract in part or in whole upon written notice to the Permittee. The Permittee shall be paid for any validated services under this Contract up to the time of termination.
k. Failure to maintain licensing and/or insurance requirements; and/or,
l. Failure of Permittee's employees and drivers to comply with the terms of this Permit.

Temporary suspension or delay of performance of contract. To the extent that it does not alter the scope of this agreement, the Airport may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Permittee under this agreement.

12. HOURS OF OPERATION:

a. Permittee acknowledges and agrees that the Airport has an interest in making available to the traveling public ground transportation on each day the Airport is in operation, commencing with the first regularly scheduled daily arriving flight and ending with the last daily arrival.

b. The Permittee shall submit to the Executive Director or his designee its intended schedule of availability at the Airport. This schedule may be changed in accordance with the demands of air travelers and the public. The schedule submitted by Permittee and any changes thereafter submitted must be approved in advance by the Executive Director. The Permittee is subject to callouts by Aviation Services (general aviation terminal) at any time through the Permittee's dispatch telephone number.

c. Failure to cooperate with the Executive Director in documenting Permittee's presence at the appropriate parking or stand by area at the Airport is acknowledged to be a material breach of this Permit that may result in the revocation of this Permit, at the sole discretion of the Executive Director or his designee.

d. Changes In Operations. Any changes in the information submitted in the application process shall be submitted to the Airport and approved by the Executive Director prior to implementation. Failure to do so shall subject the Permittee to revocation of AVI tags and/or this Permit.

e. Specified excuses for delay or non-performance. Permittee is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted..

13. MANAGER:

Permittee may designate a manager of its operations who shall be directly responsible for the conduct of the commercial ground transportation services at the Airport. Any issues that arise during the term of this Permit shall be reported to the Airport by the Manager or Permittee and not the individual drivers. Business with Airport Administration shall be conducted by appointment only.

Manager: _____

Telephone: _____

Email: _____

14. OPERATIONAL REQUIREMENTS:

Permittee shall comply with all operational requirements established by the Airport, including, but not limited to the following:

a. OPERATING REQUIREMENTS FOR DRIVERS:

1. Conduct and Appearance of Drivers/Employees. Permittee's employees shall be clean, courteous, efficient, and neat in appearance as required by the Airport Rules and Regulations. It shall be the duty of the Permittee to maintain close supervision over its drivers, employees, and/ or agents to ensure the maintenance of a high standard of service to the public. The performance of this duty shall be determined by the Airport, and the Permittee agrees to take remedial action against its drivers, employees, and/or agents whose conduct or provision of services the Airport determines to be in violation of the obligations set forth in this Agreement.
2. Vehicle drivers/operators shall be appropriately groomed and dressed in a clean and neat manner at all times. Drivers must wear shirts and dress pants or jeans, or knee-length shorts. Uniform shirts bearing the company logo and pants/knee-length shorts are strongly encouraged in order to maintain a consistent professional level of appearance among the various commercial ground transportation service providers. Sweatpants/sweatsuits, cut-off shorts, graphic t-shirts, halter tops, sandals, spurs, flip-flops, and see-thru, ripped, torn, or excessively abbreviated or revealing clothing of any nature are examples of inappropriate attire. The Executive Director or his designee shall have final determination as to whether the operator is appropriately groomed or dressed. Drivers/operators deemed to be in violation of this provision will be required to immediately vacate the Airport premises.
3. No driver of a vehicle shall use indecent or profane language or be guilty of loud, boisterous talk, shouting, or disorderly conduct in the presence of passengers and the general public.
4. No driver shall consume nor be under the influence of narcotics, alcohol, intoxicants, or any other medications or substances that are illegal and/or impair one's driving ability, at any time while at the Airport or while providing transportation services to Airport patrons.
5. No driver shall permit any person to accompany or use the vehicles for the purpose of prostitution, lewdness, assignation, or to direct, take or transport, or to offer or agree to direct, take or transport passengers for such purpose.
6. All vehicles shall have a clean and clear trunk for the storage of customer luggage.
7. Upon entering the Commercial Ground Transportation Assembly Area drivers must take his/her place in the first available lane and remain in that lane until dispatched.

8. Drivers are not allowed to enter the Commercial Ground Transportation Assembly Area while using a cell phone or to use a cell phone while a passenger is in the vehicle.
9. Drivers shall not park their vehicles along the Airport roadways while waiting to enter the Commercial Ground Transportation Assembly Area unless directed to do so by Airport personnel. When directed the driver must leave the area to avoid creating roadway congestion. Drivers are not allowed to park on the roadway at any time. Drivers must circle away and return when the lot has vacancies. Drivers parking on the roadway will be subject to traffic citations.
10. Commercial Ground Transportation vehicles must go to the designated assembly area. There shall be no commercial ground transportation pick-ups along the front curb of the Terminal. Drivers caught picking up passengers outside of the designated area will be fined twenty-five dollars ($25.00) per occurrence. Passengers shall be dropped-off at the curb; however, the driver should not exit the vehicle except to assist the passenger in retrieving luggage. The driver must leave the curb as soon as the passenger departs. There shall be no lingering and soliciting. Under no circumstance shall a commercial ground transportation vehicle be left unattended at the curb. Unattended vehicles are subject to citation, towing, and revocation of the permit.
11. All drivers shall accept debit cards, credit cards and airline vouchers without exception. A surcharge shall not be added to the rates of passengers who elect to pay their fare by credit or debit card. Vouchers may not be sold or misused in any manner as to take advantage of the passenger, airline, Airport, or other commercial ground transportation operator.
12. All drivers shall follow the instructions of the Airport's officers, sheriffs, marshals, representatives, and representatives from the Augusta, Georgia Licensing and Inspections Department.
13. No driver shall operate a commercial ground transportation vehicle above ten (10) miles per hour in the Commercial Ground Transportation Assembly Area and shall obey the posted speed limit signs on the Airport's roadways and yield to pedestrians in crosswalks.
14. No driver shall refuse a trip based solely on the length of the trip. Any driver that violates this policy will be suspended from the Airport. The Executive Director or his designee is authorized to order a driver to leave the Airport for refusing a trip.
15. No driver will refuse to accept a passenger solely on the basis of age, race, color, national origin, religious beliefs, gender, or sexual orientation. Any driver found in violation of this requirement shall be permanently barred from operating at the Airport. Drivers may refuse to accept a passenger who is obviously dangerous, uses abusive language, or is intoxicated. If the driver believes a passenger to be dangerous or intoxicated or has used abusive language, he or she shall report the same

to the Airport or Marshal's Department. The driver shall not lose his/her place in the line-up.

16. All Drivers for hire must accept local trips, as defined by trips that are within a five (5) mile radius of the Airport.
17. No driver shall solicit business at the Airport or conduct any other type of business at the Airport while on duty.
18. Drivers shall not be allowed to gamble or play games of any type on the Airport premises.
19. Drivers shall not engage in boisterous conversations, profanity, or fighting at the Airport.
20. Littering in the Commercial Ground Transportation Assembly Area or building in prohibited.
21. No pictures, advertisements, or solicitation flyers may be posted on the Airport premises by any commercial ground transportation driver or company.
22. Drivers are to remain alert at all times. No driver may use the vehicle for sleeping or gathering of persons other than passengers on any portion of the Airport property.
23. Any violation of the rules and regulations may result in disciplinary action. In an effort to follow consistent disciplinary actions for non-compliance, the Airport uses the following progressive disciplinary process as a guideline:

    First Offense: Written Warning with 24-hour suspension

    Second Offense: 5-day suspension

    Third Offense: Permanent suspension

    The disciplinary steps above is only a guideline. The type of disciplinary action taken will depend on the situation and circumstances surrounding the violation.

b. Operating conditions of commercial ground transportation vehicles.

1. Vehicles shall be maintained in a safe, clean and operable condition at all times in compliance with O.C.G.A. § 40-8-7. The use of vehicles that have been damaged and in need of repair is strictly prohibited.
2. Vehicles leaking any fluids such as oil, anti-freeze, and brake fluid, shall leave the commercial ground transportation assembly area immediately and not return until documentation of repairs is presented to Executive Director or his designee.
3. Permittee shall comply with the vehicle safety standards established by O.C.G.A. § 40-8-7.
4. All vehicles must comply with the regulations established by the State of Georgia, the Richmond County Sheriff's Office, and the Augusta Licensing and Inspection Department regarding the

operations of commercial ground transportation vehicles within Augusta, Georgia.

5. All commercial ground transportation vehicles shall be clean and ready for service. In the event that the vehicle is not clean, the driver will be denied access into the Commercial ground transportation Assembly Area or the driver will be instructed to leave the lot and return upon cleaning the vehicle.
6. All commercial ground transportation vehicles shall be free from bodily damage. Vehicles with bodily damage shall not be allowed to pick up customers from the Airport.
7. All commercial ground transportation vehicles shall be free from smoke and fumes. Vehicle with smoke and/or fumes will not be allowed to pick up customer from the Airport.
8. All commercial ground transportation vehicles shall have functional air conditioning and heat. Vehicles with inoperable air or heat will not be allowed to pick up customer from the Airport. All drivers must turn-on the heat or air conditioner prior to a customer's entrance into the vehicles.
9. All taxis shall have an identity light and functioning and visible taximeters.
10. Changing a flat tire and charging a dead battery are the only repairs that are permissible by drivers in the Commercial Ground Transportation Assembly Area or the Ground Transportation Center. The Executive Director or his designee must be notified when these repairs are necessary to determine whether the repairs can be completed in the lane or whether the vehicle needs to be towed. If a commercial ground transportation vehicle breaks down for any repairs other than a flat tire or dead battery the Executive Director or his designee will be notified immediately, and Permittee shall make arrangements to tow the vehicle from the area.
11. All commercial ground transportation vehicles shall be subject to inspection by law enforcement officers in compliance with O.C.G.A. § 40-8-7.
12. Unless the driver is in training, there should not be more than one person in the vehicle at any time. If the driver is in training, it will be acceptable to have the driver plus one person from the Permittee's company who is conducting the training in the vehicle. Permittee must notify the Executive Director or his designee prior to conducting training at the Airport and provide the individuals' name receiving and conducting the training and the period of time the training will take place. Any driver having unauthorized riders or occupants in the commercial ground transportation vehicle will be asked to leave the Airport premises immediately. Repeated violations of this Rule shall subject the Permittee to revocation of AVI tags and/or this Permit.

c. SECURITY REQUIREMENTS:
Permittee shall comply with the provisions of the Airport Security Program, Federal Aviation Administration (FAA) Regulations, and Transportation Security Administration (TSA) regulations at all times.

15. COMPLIANCE WITH LAWS:

Permittee shall comply with all rules and regulations of the Airport and laws, regulations, and ordinances of federal, state, and local governments that are applicable to the Permittee's operations under this Permit. The Airport Permit may be revoked by the Airport Executive Director for failure to comply with this Section.

16. TAXES:

Permittee shall promptly pay all applicable rentals, sales, and other taxes which might be imposed by any authority by reason of Permittee's activities upon the Premises.

17. ATTORNEYS' FEES:

In the event any fee hereunder is collected through an attorney or any legal action is brought to enforce any condition of this Permit by the Airport or other agency having authority at the Airport, Permittee agrees to pay the Airport's reasonable attorneys' fees, expenses and court costs.

18. INDEMNITY AND LIABILITY INSURANCE:

a. Permittee shall indemnify, hold harmless and defend Augusta, Georgia, all members of the Augusta, Georgia Commission, the Augusta Aviation Commission, elected officials, employees, and agents from all liability and loss arising out of Permittee's activities under this Permit.
b. Permittee shall maintain at all times, at its sole expense, Comprehensive General Liability insurance at a minimum amount of One Million Dollars ($1,000,000.00) against claims for bodily injury, death, or property damage for each occurrence at the Airport.
c. Permittee shall require each driver to maintain Automobile Liability insurance in the amount required by the State of Georgia.
d. Permittee shall furnish to the Airport certificates of insurance confirming that the insurance required hereunder is in full force and effect through the term of this Permit. The certificates shall contain endorsements by the insurers that the Airport shall be given not less than thirty (30) days' notice prior to cancellation or change of coverage. The Augusta Aviation Commission, Augusta, Georgia, and their elected officials, shall be listed upon the certificates as additional insureds. All certificates of insurance shall be delivered to and approved by the

Airport prior to the Permittee's exercise of any rights and privileges provided by this Permit.

19. ASSIGNMENT AND SUBLETTING PROHIBITED:

Permittee shall not assign, encumber, sublet, or otherwise transfer its rights and obligations under this Permit without the prior written authorization from the Airport.

20. NON-DISCRIMINATION:

Permittee hereby agrees for itself, its successors and interests and assigns to operate its services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21 non-discrimination and federally-assisted programs of the Department of Transportation as more fully provided in Title IV of the Civil Rights Act of 1964 as amended.

21. REQUIREMENTS OF THE UNITED STATES:

This Permit shall be subject to and subordinate to the provisions of any existing or future agreement between the Airport and the United States or any agency thereof, including, but not limited to, the FAA and/or TSA, relative to the development, operation or maintenance of the Airport. The Airport will, to the extent permitted by law, use its best efforts to cause such Agreements to include provisions protecting and preserving the privileges of Permittee to use the premises. Permittee acknowledges that this Permit may be revoked or suspended at any time by the FAA, TSA, or other federal entity having jurisdiction over the Airport.

22. **PROHIBITION AGAINST CONTINGENT FEES:**

The Permittee 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 Permittee for the purpose of securing business and that the Permittee has not received any non-Airport fee related to this Agreement without the prior written consent of the Airport. For breach or violation of this warranty, the Airport 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.

23. **JURISDICTION & VENUE:**

The law of the State of Georgia shall govern this agreement between the Airport and Permittee with regard to its interpretation and performance, and any other

claims related to this agreement. All claims, disputes and other matters in question between the Airport and Permittee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Permittee, 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.

24. **FEDERAL WORK AUTHORIZATION:**

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.

25. **LOCAL SMALL BUSINESS LANGUAGE:**

In accordance with Chapter 10B of the Augusta, GA. Code, Contractors agree to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia upon request. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any, as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need

assistance completing a form or filing information, please contact the Local Small Business Opportunity Program Office at (706)821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

26. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:**

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports withing the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

27. <u>NOTICES</u>:

All notices by and between the parties shall be delivered in writing to the following address or such other addresses as may be designated by the parties:

As to Airport:
Executive Director
Augusta Regional Airport
1501 Aviation Way
Augusta, Georgia 30906

With a copy to:
Augusta General Counsel
Augusta Richmond County
Department of Law
535 Telfair Street
Building 3000
Augusta, Georgia 30901

As to PERMITTEE:

_____

_____

_____

_____

IN WITNESS THEREOF, the parties have caused this Permit to be executed by their authorized representatives:

Augusta, Georgia acting by and through
The Augusta Aviation Commission

_____
Ronic West, Chairperson

Attested:

_____

PERMITTEE

_____
(Signature)

By_____ as its _____
(Printed)

WITNESS

_____
(Signature)

_____
(Printed)

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman
August Aviation Commission

Date

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

Fiscal Year 2025 Annual Airport Insurance Renewal

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion for approval of Fiscal Year 2025 Annual Airport Insurance Renewal in the amount of $394,634.

Background:

The current policies expire on August 28, 2024.

Description	Carrie	AM Best	Expiring Premium	Proposed Premium	Differer
Aviation Commercial	AGI Assurance Co.	A	$205,304.00	$225,834.00	$20,53
Business Auto -	National Liability & Fire Co.	A++	$11,552.00	$12,468.00	$916.0
Pkg - Business	Cincinnati Insurance Co.	A+	$115,300.00	$135,604.00	$20,30
Pkg - Inland	Cincinnati Insurance Co.	A+	$14,190.00	$14,190.00	$0.00
Pkg - Terrorism	Cincinnati Insurance Co.	A+	$108.00	$106.00	$-2.00
Directors &	Cincinnati Insurance Co.	A+	$6,432.00	$6,432.00	$0.00
Pollution Liability	Evanston Insurance Co.	A	$76,389.00	$76,389.00	$0.00
Total Estimated			$429,275.00	$471,023.00	$41,74

*** All Proposed Premiums are annual estimated and are subject to change.**

*** Pollution Liability is pre-paid up until 8/28/2026 assuming no premium bearing changes are made.**

Analysis: The Total Estimated Annual 2025-2026 Premium shows an increase in several of the policies leading to a total estimated annual premium increase of $41,748.00 from the previous year.

The Auto Fleet and Driver schedule are updated as vehicles and employees are added or deleted. The premium is not affected by the number of insured drivers.

Financial Impact: N/A

Alternatives: N/A

Recommendation:	Approval of Fiscal Year 2025 Annual Airport Insurance Renewal in the amount of $394,634.
Funds are available in the following accounts:	551081101-5231110
REVIEWED AND APPROVED BY:	N/A

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

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ADJOURN MEETING

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No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman Date
August Aviation Commission

2025/26 RENEWAL PROPOSAL

CITY OF AUGUSTA, GEORGIA

Prepared on: July 18, 2025
Presented by: Robbie Moore

Member of Legacy Risk Solutions, LLC

Address

245 Davis Rd
Augusta, GA 30907

Phone & Fax

P: (706) 650-6000
F: (706) 650-6001

Email & Website

pmoss@blanchardcalhounins.com
https://blanchardcalhounins.com/

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INTRODUCTION

As a member of Legacy Risk Solutions, Blanchard & Calhoun Insurance Agency offers the power of choice and offers a variety of carriers, coverages, and services as we tailor our decisions to find the right solution for our client's needs. Our mission is to meet and surpass our client's expectations and to create unprecedented client loyalty.

As an Independent Agent with over $200,000,000 in written premiums, we represent over 200 of our country's leading insurance carriers and brokers. On a broader scope we are part of a network of agencies with over $6 Billion in written premiums. It is our collective size and strength that allow us to better serve our clients, all while not having a corporate mentality; rather a local, compassionate and community culture in all we do. We have strategically placed our agencies throughout Georgia and South Carolina, to allow our local representatives to become part of the fabric of each community we serve. We live where you live, we work where you work, and we want what you want. We believe by helping to protect businesses, people, and their dreams, we are helping to build a better future.

MEET YOUR SERVICE TEAM

Robbie Moore
Account Executive

P: (706) 650-6005

rmoore@blanchardcalhounins.com

"Your Account Executive supervises the administration of your account. They work with you to review, coordinate, and recommend the necessary insurance coverages for your specific risks and needs. They assist in the handling of claims, audits, as well as the marketing of your account."

Olivia Walker
Account Manager

P: (706) 842-4181

olivia@legacyrisksolutions.com

"Your Account Manager is responsible for the day-to-day activities and coordinating the administration of your account. Day-to-day activities include Auto ID cards, billing inquiries, reporting claims, adding/deleting/updating coverages, certificates, and any other administrative duties."

CSR Team

P: (706) 650-6000

CSR-ID@blanchardcalhounins.com

"Your Service Team offers support with issuing Certificates of Insurance (COIs), Auto ID cards, and additional copies of policies."

COMMON CONDITIONS

NAMED INSUREDS

City Of Augusta Georgia
City Of Augusta Georgia Augusta Regional Airport

MAILING ADDRESS

1501 Aviation Way
Augusta, GA 30906-9620

LOCATION SCHEDULE

LOC	BLDG	ADDRESS	DESCRIPTION
1	1	1501 Aviation Way, Augusta, GA 30906-9620	Augusta Regional Airport
2	1	1351 Majestic Skies Way, Augusta, GA 30906-9620	Rental Car Facility

EQUIPMENT FLOATER

COMPANY	POLICY NUMBER	POLICY TERM
Cincinnati Insurance Companies	**ENP 0016402**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	VALUE
Coverage Type	Scheduled
Coverage Form	All Risks
Valuation	Actual Cash Value
Total Scheduled Amount	$1,611,290
Coinsurance	100%
Deductible	$1,000

UNSCHEDULED EQUIPMENT

DESCRIPTION	INSURANCE AMOUNT
Fine Arts Blanket	$500,000

SCHEDULED EQUIPMENT

ITEM	DESCRIPTION	ID/SERIAL NUMBER	INSURANCE AMOUNT
1	1997 International 4700	1HTSCABR4WH548629	$107,233
2	1996 Ford F800	1FDY80C5VVA06697	$98,869
3	2008 International NaviStar 7400	3HTWAAAR19N048401	$162,775
4	2010 International NaviStar7400	1HTWCAAR8BJ385506	$187,558
5	2006 International 7300 DT466	1HTWAAAR26J349743	$160,700
6	2016 International 7400 Refueler	1htwgsttohh501090	$290,955
7	2018 International 7400	1HTZZMMRXXH563092	$225,000
8	2010 International 7400	1HTWCAAR8BJ385506	$195,000
9	2000 Isuzu	JLB4B14017007919	$45,000
10	1995 NMC-Wollard NMC-140 Push Back Tug	SJM 050	$29,900
11	2020 Standard GSE LC-155/156-Galvanized Lav Cart		$9,900
12	2009 NMC Wollard 100DP-06 Aircraft Pushback	09-C-3190	$29,900

EQUIPMENT FLOATER CONTINUED

ITEM	DESCRIPTION	ID/SERIAL NUMBER	INSURANCE AMOUNT
14	Vesta Modular Vesta Modular Building (General Floater)	SO00106	$68,500

ADDITIONAL INTERESTS

NAME	INTEREST
Augusta Museum Of History, INC.	Loss Payee
Vesta Housing Solutions LLC	Loss Payee
Gse-Rentals INC	Loss Payee
Mobile Mini INC	Loss Payee

GENERAL LIABILITY

COMPANY	POLICY NUMBER	POLICY TERM
AIG Property Casualty Insurance Group	**AP 004793055-31**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	LIMITS
Products & Completed Operations Aggregate	$100,000,000
Personal & Advertising Injury	$25,000,000
Each Occurrence	$100,000,000
Damage to Rented Premises	$500,000
Property Damage Deductible - Per Occurrence	$25,000
Bodily Injury Deductible - Per Occurrence	$25,000

LOCATIONS & EXPOSURES

LOCATION #1: 1501 AVIATION WAY 1501 AVIATION WAY, AUGUSTA, GA 30906-9600

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Gross Receipts Excluding Fuel Sale	Gross Sales	$8,524,384
1		Fuel Gallons Sold/Distributor	Unit	5,034,196

LOCATION #2: 1351 MAJESTIC SKIES WAY 1351 MAJESTIC SKIES WAY, AUGUSTA, GA 30906

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Rental Car Facility	Area	12,200

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Hangarkeepers Limit, deductible per aircraft	$100,000,000	$25,000
Family Assistance Expense, per "passenger" per "occurrence"	$5,000	
Crisis Response Aggregate	$300,000	
Crisis Response: Each "Crisis Response Costs"	$250,000	$1,000
Crisis Response: Each "Crisis Management Loss"	$50,000	$1,000
NIMS Each Occurrence	$50,000,000	
NIMS Damage to Premises Rented To You Limit	$500,000	

GENERAL LIABILITY CONTINUED

DESCRIPTION	LIMIT	DEDUCTIBLE
NIMS Personal & Advertising Injury Aggregate	$25,000,000	
NIMS Products/Completed Operations Aggregate Limit	$50,000,000	
Discrimination (included in definition of Pers/Ad Injury)	$25,000,000	
Cargo Liability Endorsement	$1,000,000	
Excess Auto Legal Liability	$25,000,000	
Amendment to Supplementary Payments: Cost of bail bonds req'd because of accidents...	$10,000	
Amendment to Supplementary Payments: Reasonable expenses incurred by insd at our request to assist in investigation or defense... (per day)	$500	

ADDITIONAL INTERESTS

NAME	INTEREST
AVFuel Corporation	Certificate Holder
Carolina GSE Inc	Certificate Holder
Active Hero Charter Provider Development	Certificate Holder
Net Jets Inc, its Parents, subsidiary & affiliated co including their respective directors	Certificate Holder
MSC Fuel/Contracts Material Service Company Inc	Certificate Holder
NetJets	Designated Person or Organization
GSE-Rentals Inc (AI-Lessor of Leased Equipment)	Lessor of Leased Equipment
Mobile Mini Inc (Primary/Noncontributory)	Other
Mobile Mini Inc (AI-Designated Person/Organization)	Designated Person or Organization
Georgia Dept of Transportation (AI-Designated Person/Organization)	Designated Person or Organization
Georgia Department of Transportation	Designated Person or Organization
GSE-Rentals Inc (Named WOS)	Other

POLLUTION LIABILITY

COMPANY	POLICY NUMBER	POLICY TERM
Johnson and Johnson, Inc.	**MKLV2ENV103709**	**8/28/2023 to 8/28/2026**

COVERAGES

DESCRIPTION	LIMITS
General Aggregate	$10,000,000

LOCATIONS & EXPOSURES

LOCATION #1: 1501 AVIATION WAY 1501 AVIATION WAY, AUGUSTA, GA 30906-9600

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Pollution Liability		

LOCATION #2: 1351 MAJESTIC SKIES WAY 1351 MAJESTIC SKIES WAY, AUGUSTA, GA 30906

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Pollution Liability		

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Pollution Liability-BI & PD Resulting from NEW Pollution Conditions	$10,000,000	$25,000
Transportation Pollution Liability, Retroactive Date N/A	$10,000,000	$25,000
Crisis Management Costs, Retro Date N/A, Delineation Date N/A	$250,000	
Off-Site Cleanup Costs Resulting from New Pollution Conditions	$10,000,000	$25,000
Mold Sublimit of Liability	$1,000,000	
Emergency Response Costs, Retroactive Date N/A, Delineation Date N/A	$25,000	$25,000
On-Site Cleanup Costs Resulting from New Pollution Conditions - 1501 Aviation Way Augusta, GA 30906-9600	$10,000,000	$25,000

DIRECTORS & OFFICERS LIABILITY

COMPANY	POLICY NUMBER	POLICY TERM
Cincinnati Insurance Companies	**EMN 0400834**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	REQUESTED LIMIT	CURRENT LIMIT
Coverage provided on Claims Made basis		
Aggregate	$1,000,000	
Retention	$10,000	

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Investigative Costs Sublimit	$100,000	
Excess Benefit Transaction Tax Sublimit	$20,000	
Additional Defense Limit - Unlimited		
D&O Claims Made Retroactive Date N/A		
D&O Prior or Pending Date 08/25/2011		
D&O Continuity Date 08/25/2011		

BUSINESS AUTO

COMPANY	POLICY NUMBER	POLICY TERM
Cincinnati Insurance Companies	**ENP 0016402**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	AUTO SYMBOL	LIMITS & DEDUCTIBLES
Business Auto Liability Limit – Each Accident	7, 8, 9	$1,000,000
Uninsured Motorists - Each Accident	7	$500,000

SYMBOL DEFINITIONS

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject to Compulsory U.M. Law	(9) Non-Owned Autos

VEHICLES

VEH	YEAR, MAKE, & MODEL	VIN	COMP DED	COLL DED
1	2000 FORD F150	1FTRX18W7YNC23152	$1,000	$1,000
2	2000 FORD RANGER	1FTYR10VXYPB81203	$1,000	$1,000
3	2000 FORD F150	1FTZX1722YNC23154	$1,000	$1,000
4	2000 FORD F150	3FTZF1725YMA76325	$1,000	$1,000
5	2002 FORD F450	1FDXF47FX2EB91748	$1,000	$1,000
6	2000 FORD F150	1FTZX172XYNA67316	$1,000	$1,000
7	1997 FORD F750	1FDLF47F4VEB07197		
8	2002 INTERNATIONAL 4700	1HTSCABR12H554723	$1,000	$1,000
9	2003 FORD EXPLORER	1FMDU74K13ZA39444	$1,000	$1,000
10	2001 BETTER BUILT TRAILER	4MNDB1626Y1001571	$1,000	$1,000
11	1993 FORD F700	1FDWK74C2PVA38436		
12	2011 FORD EXPEDITION	1FMJU1G57BEF33738	$1,000	$1,000
13	2011 FORD EXPEDITION	1FMJU1G55BEF33737	$1,000	$1,000
14	2011 FORD EXPEDITION	1FMJU1G53BEF33736	$1,000	$1,000
15	2010 FORD EXPLORER	1FMEU6DE8AUA62898	$1,000	$1,000

BUSINESS AUTO CONTINUED

VEH	YEAR, MAKE, & MODEL	VIN	COMP DED	COLL DED
16	2010 ELGIN CROSSWIND SWEEPER	JNAPC81L5AAF80151		
17	2006 FORD CROWN VIC	2FAFP71W76X148860		
18	2013 FORD F150 TRUCK	1FTFX1EF0DFC13929	$1,000	$1,000
19	2013 FORD F150 TRUCK	1FTFX1EF7DFC13930	$1,000	$1,000
20	2013 FORD F150 TRUCK	1FTFX1EF9DFC13931	$1,000	$1,000
21	2013 FORD F150 TRUCK	1FTMF1CMXDKE71989	$1,000	$1,000
22	2013 FORD F150 TRUCK	1FTMF1CM8DKE71988	$1,000	$1,000
23	2013 FORD F150 TRUCK	1FTMF1CM6DKE71990	$1,000	$1,000
24	2013 FORD F150 TRUCK	1FTMF1CM8DKE71991	$1,000	$1,000
25	2014 FORD EXPEDITION	1FMJU1G52EEF24000	$1,000	$1,000
26	2003 OSHKOSH MOTOR TR STRIKER 3000	10TDKAK153S076597	$1,000	$1,000
27	1993 EMERGENCY ONE TITAN	4ENDAAA85P1002193	$1,000	$1,000
28	2012 EMERGENCY ONE P7	4ENRAAA80C1007172	$1,000	$1,000
29	2014 EMERGENCY ONE TYPHOON	4EN6AAA8XE1008951	$1,000	$1,000
30	2015 FORD EXPEDITION	1FMJU1GT8FEF45689	$1,000	$1,000
31	2015 DODGE CHARGER	2C3CDXAG3FH891013	$1,000	$1,000
32	2015 DODGE CHARGER	2C3CDXAG8FH891024	$1,000	$1,000
33	2016 FORD F250	1FT7W2B67GEC85822	$1,000	$1,000
34	2017 FORD F250	1FT7W2B6XHEE34306	$1,000	$1,000
35	2017 FORD EXPLORER	1FM5K8ARXHGE15434	$1,000	$1,000
36	2018 FORD TRANSIT	1FTYE1YM1JKB51629	$1,000	$1,000
37	2020 FORD EXPLORER	1FM5K8AB2LGB67157	$1,000	$1,000
38	2020 FORD F150	1FTEX1CB7LFC09600	$1,000	$1,000
39	2021 FORD F150	1FTMF1CBXMKE46024	$1,000	$1,000
40	2021 FORD F150	1FTMF1CB8MKE46023	$1,000	$1,000
41	2022 INTERNATIONAL HV607	3HAEJMMRXNL193296	$1,000	$1,000
42	2022 FORD F150	1FTFW1P83NKE89919	$1,000	$1,000
43	2023 FORD F150	1FTFW1E54PFA03493	$1,000	$1,000
44	2022 FORD EXPLORER	1FM5K8AB9NGA52249	$1,000	$1,000
45	2022 FORD F250	1FT7W2BT5NEE58952	$1,000	$1,000
46	2024 FORD F150	1FTFW1P84RKD00202	$1,000	$1,000
47	2024 FORD F150	1FTMF1K54RKD00608	$1,000	$1,000

BUSINESS AUTO CONTINUED

DRIVERS

NAME	DATE OF BIRTH	LICENSE NUMBER
Augustine G. Rhodes	On File	On File
Deranda Faye Westbrook	On File	On File
Christopher E. Valentine	On File	On File
Donald Kittilson	On File	On File
Douglas Boswell Pullen	On File	On File
Frederick Shaver	On File	On File
Jeremiah Rupert	On File	On File
Brian A. Cameron	On File	On File
Jason Robinson	On File	On File
Korey Anderson (WATCH)	On File	On File
Brenton K. Baranek	On File	On File
Lauren Smith	On File	On File
Marques Woodward	On File	On File
Trenton Druesedow	On File	On File
James McAllister	On File	On File
Richard S. Parker	On File	On File
Jennifer Humphrey	On File	On File
Robert (Bob) Rhodes	On File	On File
Richard Beal	On File	On File
Larry Bracken	On File	On File
Herbert L. Judon, Jr.	On File	On File
Angele Marcell Harris	On File	On File
Carnell Haynes	On File	On File
Carter T. Benson	On File	On File
Johnathan Cox	On File	On File
DeAndre Davis	On File	On File
Gregory Campbell	On File	On File
Jordan Jackson (WATCH)	On File	On File
Joshua Danheim	On File	On File
Ryan Digiacomo	On File	On File
Devon Bolwaire	On File	On File
Belinda Daugherty	On File	On File

BUSINESS AUTO CONTINUED

NAME	DATE OF BIRTH	LICENSE NUMBER
John Scott Wood	On File	On File
Darius Mcgruder	On File	On File
Carl (Billy) Epps	On File	On File
Aswad Swan	On File	On File
Ryan Smith	On File	On File
Darian Daniels	On File	On File
Keisha Burns	On File	On File
LaVaughn B Keller	On File	On File
Micah Leonard Chambers	On File	On File
Catherine Highsmith	On File	On File
Derwin Cody Mitchell	On File	On File
Amos Whigham	On File	On File
Andres Del Rio	On File	On File
David McGarr	On File	On File
Herman Ruffin	On File	On File
Jimmy Edward Williams	On File	On File
John Stearley	On File	On File
Dylan J. Terrell	On File	On File
Charles Meyers	On File	On File
Thomas Wiedmeier	On File	On File
Terrence Newman	On File	On File
Diane Johnston	On File	On File
Gregory Larsen	On File	On File
Kevin Horsely	On File	On File
David Copeland	On File	On File
Felizitas G. Terrell	On File	On File
Jalen Heggs	On File	On File
Jasmine McInnis	On File	On File
John Turner	On File	On File
Kevin P. Woolsey	On File	On File
Lillian E. Giles	On File	On File
Sergio Ward	On File	On File
Steve Hammond	On File	On File

BUSINESS AUTO CONTINUED

NAME	DATE OF BIRTH	LICENSE NUMBER
Stevie Lamar Cleveland	On File	On File
Tyler J. Good	On File	On File
David Widener	On File	On File
Walter Utley	On File	On File
John Wayne Bennett	On File	On File
Brandon Schrumpf	On File	On File
Galen Porter Freeman	On File	On File
Jacob Green	On File	On File
Kenneth Hinkle	On File	On File
LaRondra West	On File	On File
Matthew Tindell	On File	On File
Christopher Epps	On File	On File
Risa Bingham	On File	On File
Reather L. Newsome	On File	On File
Joseph Lewis	On File	On File
Sarah G. Altman	On File	On File
Jonathan Harvey	On File	On File
Charnita (Rochelle) Blount	On File	On File
Monika Peoples	On File	On File
Charles Cypress	On File	On File
William Kovalchuck	On File	On File
Zaccheus Hawkins	On File	On File
Zachery Lewis	On File	On File

ADDITIONAL INTERESTS

NAME	INTEREST
Republic Parking System	Designated Person or Organization
Georgia Department Of Transportation Divison Of Int	Designated Person or Organization
Skj Travel Agency Services Company LLC	Designated Person or Organization
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK

BUSINESS AUTO CONTINUED

NAME	INTEREST
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2014 FORD EXPEDITION

BUSINESS AUTO

COMPANY	POLICY NUMBER	POLICY TERM
Johnson and Johnson, Inc.	**73APR429231**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	AUTO SYMBOL	LIMITS & DEDUCTIBLES
Business Auto Liability Limit – Each Accident	7	$1,000,000
Medical Payments	7	$5,000
Uninsured Motorists - Each Accident	10	$500,000

SYMBOL DEFINITIONS

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject to Compulsory U.M. Law	(9) Non-Owned Autos

VEHICLES

VEH	YEAR, MAKE, & MODEL	VIN	COMP DED	COLL DED
1	2013 Chevrolet Impala	2G1WF5E34D1260512	$500	$1,000
2	2013 Chevrolet Impala	2G1WF5E37D1260780	$500	$1,000
3	2008 Ford Crown Victoria	2FAFP74V98X160885	$500	$1,000
4	1991 Oshkosh Stryker	10T9L5BH7M1042854	$500	$1,000

PREMIUM COMPARISON

Description of Coverage	Carrier	AM Best Rating	Expiring Premium	Proposed Premium	Difference
Aviation Commercial General Liability	AGI Assurance Co.	A	$205,304.00	$225,834.00	+$20,530.00
Business Auto - Pilots	National Liability & Fire Co.	A++	$11,552.00	$12,468.00	+$916.00
Pkg - Business Auto	Cincinnati Insurance Co.	A+	$115,300.00	$135,604.00	+$20,304.00
Pkg - Inland Marine	Cincinnati Insurance Co.	A+	$14,190.00	$14,190.00	$0.00
Pkg - Terrorism	Cincinnati Insurance Co.	A+	$108.00	$106.00	-$2.00
Directors & Officers Liability	Cincinnati Insurance Co.	A+	$6,432.00	$6,432.00	$0.00
Pollution Liability	Evanston Insurance Co.	A	$76,389.00	$76,389.00	$0.00
Total Estimated Annual Premium			$429,275.00	$471,023.00	+$41,748.00

NOTES:

Pollution Policy pre-paid through 8/28/2026

DISCLAIMERS AND DISCLOSURES

DISCLAIMER

This presentation is designed to give you an overview of the insurance coverage we recommend for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverage, conditions, and exclusions.

This proposal is also based on exposures to losses that currently exist and were made known to us. All changes to these exposures must be reported by you so that we may arrange the proper coverage.

COMPENSATION DISCLOSURE

Our principal remuneration for the service and placement of insurance will either be by agency commission, being a proportion of the premium paid which is allowed to us by the Insurance Company(ies) for placing insurance with them, or a fee agreed to with you.

In addition, you should be aware that as a result of placing your insurance, we may receive additional income from the following sources:

- **Interest** earned in insurance money passing through our insurance bank accounts.
- **Expense Allowances or Reimbursements** from Insurance Companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable more efficient service and competitive terms to be provided to those clients for whom we consider the use of such facilities to be appropriate.
- **Contingent Commissions** (sometimes referred to as “profit-sharing”) which can be based on profitability, premium volume, and/or growth, or payable to reflect our processing efficiencies across a book of business placed with a particular insurance company. If a contingent commission agreement exists, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of any insurance company.
- **Administrative Service Fees** which may be paid for limited services we provide to the insurance company(ies) as part of the placement process, generally across a book of business placed with a particular company, including premium billing, collection, remittance and credit control, policy document compilation and record retention.

Should any client have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with a senior insurance compliance officer to fulfil your request.

PROPOSAL ACCEPTANCE

INSURED

City of Augusta, Georgia

☐ As presented (all lines)

☐ With changes noted below

1. _____
2. _____
3. _____
4. _____
5. _____

COVERAGES TO CONSIDER

Property
- ☐ Building Coverage
- ☐ Personal Property Coverage
- ☐ Personal Property of Others
- ☐ Business Income & Extra Exp
- ☐ Earthquake
- ☐ Flood
- ☐ Computer Coverage
- ☐ Personal Property In-Transit
- ☐ Valuable Papers
- ☐ Misc. Tools Under $500 Each
- ☐ Owned Scheduled – Tools & Equipment
- ☐ Non-Owned Tools & Equipment
- ☐ Installation Floater
- ☐ Builders Risk
- ☐ Employee Dishonesty
- ☐ Money & Securities
- ☐ Spoilage
- ☐ Credit Insurance
- ☐ Accounts Receivable
- ☐ Protective Safeguards - (Sprinklers, Central Alarms, Etc.)

General Liability
- ☐ GAP Coverage
- ☐ Limited Pollution
- ☐ Per Project Aggregate
- ☐ Blanket Additional Insured
- ☐ Blanket Waiver Subrogation
- ☐ Employee Benefits Liability
- ☐ Foreign Liability
- ☐ Discontinued Operations

Automobile
- ☐ Hired and non-owned
- ☐ Hired Physical Damage
- ☐ Rental Reimbursement
- ☐ Drive Other Car
- ☐ Garage Keepers
- ☐ Truckers

Workers Compensation
- ☐ All States Coverage
- ☐ Increased Employers Liability
- ☐ Deductible
- ☐ Foreign Liability
- ☐ Blanket Waiver Subrogation
- ☐ USL&H, Maritime

Commercial Lines
- ☐ Package Policy
- ☐ Umbrella
- ☐ Surety Bonds
- ☐ PEO/Payroll Services
- ☐ Employment Practices Liability
- ☐ International Coverage
- ☐ Directors and Officers
- ☐ Errors and Omissions
- ☐ Professional Liability
- ☐ Crime
- ☐ Employee Dishonesty
- ☐ Pollution
- ☐ Storage Tank Liability
- ☐ Boiler and Machinery
- ☐ Owners & Contractors Protective
- ☐ Aviation
- ☐ Cyber Liability

Personal Lines
- ☐ Automobile
- ☐ Homeowners
- ☐ Personal Umbrella
- ☐ Recreational Vehicle
- ☐ Boats

Executive Benefits
- ☐ Key Man Life & Disability
- ☐ Deferred Compensation
- ☐ Variable Life & Annuities
- ☐ Financial Planning
- ☐ Business Succession Plan
- ☐ Education Planning
- ☐ Kidnap & Ransom

Section 125
- ☐ Voluntary Life
- ☐ STD and LTD
- ☐ Cancer
- ☐ Accident

Group Disability
- ☐ Short and Long Term
- ☐ Voluntary STD and LTD

Life Insurance or Group Life
- ☐ Variable
- ☐ Universal
- ☐ Second to Die
- ☐ Basic
- ☐ Supplemental
- ☐ Voluntary
- ☐ Dependent

Group Health/Dental
- ☐ Fully Insured
- ☐ Self-Funded
- ☐ GAP Coverage
- ☐ Mini Meds
- ☐ Employer Paid

Retirement Plans
- ☐ 401K, 412J,501C3,403B
- ☐ Profit Sharing
- ☐ Defined Benefits
- ☐ Defined Contribution
- ☐ IRA's

Print Name _____ Title _____

Signature _____ Date _____

Proposal Acceptance:

The coverages explained and definitions included in this proposal are a simplified outline of the insurance policies. The actual policies should be read for exact coverages, definitions, and exclusions and conditions pertaining to your specific insurance program.

BLANCHARD AND CALHOUN INSURANCE

Member of Legacy Risk Solutions, LLC

245 Davis Rd
Augusta, GA 30907

LET'S GET SOCIAL

2025/26 RENEWAL PROPOSAL

CITY OF AUGUSTA, GEORGIA

Prepared on: July 18, 2025
Presented by: Robbie Moore

Member of Legacy Risk Solutions, LLC

Address

245 Davis Rd
Augusta, GA 30907

Phone & Fax

P: (706) 650-6000
F: (706) 650-6001

Email & Website

pmoss@blanchardcalhounins.com
https://blanchardcalhounins.com/

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INTRODUCTION

As a member of Legacy Risk Solutions, Blanchard & Calhoun Insurance Agency offers the power of choice and offers a variety of carriers, coverages, and services as we tailor our decisions to find the right solution for our client's needs. Our mission is to meet and surpass our client's expectations and to create unprecedented client loyalty.

As an Independent Agent with over $200,000,000 in written premiums, we represent over 200 of our country's leading insurance carriers and brokers. On a broader scope we are part of a network of agencies with over $6 Billion in written premiums. It is our collective size and strength that allow us to better serve our clients, all while not having a corporate mentality; rather a local, compassionate and community culture in all we do. We have strategically placed our agencies throughout Georgia and South Carolina, to allow our local representatives to become part of the fabric of each community we serve. We live where you live, we work where you work, and we want what you want. We believe by helping to protect businesses, people, and their dreams, we are helping to build a better future.

MEET YOUR SERVICE TEAM

Robbie Moore
Account Executive

P: (706) 650-6005

rmoore@blanchardcalhounins.com

"Your Account Executive supervises the administration of your account. They work with you to review, coordinate, and recommend the necessary insurance coverages for your specific risks and needs. They assist in the handling of claims, audits, as well as the marketing of your account."

Olivia Walker
Account Manager

P: (706) 842-4181

olivia@legacyrisksolutions.com

"Your Account Manager is responsible for the day-to-day activities and coordinating the administration of your account. Day-to-day activities include Auto ID cards, billing inquiries, reporting claims, adding/deleting/updating coverages, certificates, and any other administrative duties."

CSR Team

P: (706) 650-6000

CSR-ID@blanchardcalhounins.com

"Your Service Team offers support with issuing Certificates of Insurance (COIs), Auto ID cards, and additional copies of policies."

COMMON CONDITIONS

NAMED INSUREDS

City Of Augusta Georgia
City Of Augusta Georgia Augusta Regional Airport

MAILING ADDRESS

1501 Aviation Way
Augusta, GA 30906-9620

LOCATION SCHEDULE

LOC	BLDG	ADDRESS	DESCRIPTION
1	1	1501 Aviation Way, Augusta, GA 30906-9620	Augusta Regional Airport
2	1	1351 Majestic Skies Way, Augusta, GA 30906-9620	Rental Car Facility

EQUIPMENT FLOATER

COMPANY	POLICY NUMBER	POLICY TERM
Cincinnati Insurance Companies	**ENP 0016402**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	VALUE
Coverage Type	Scheduled
Coverage Form	All Risks
Valuation	Actual Cash Value
Total Scheduled Amount	$1,611,290
Coinsurance	100%
Deductible	$1,000

UNSCHEDULED EQUIPMENT

DESCRIPTION	INSURANCE AMOUNT
Fine Arts Blanket	$500,000

SCHEDULED EQUIPMENT

ITEM	DESCRIPTION	ID/SERIAL NUMBER	INSURANCE AMOUNT
1	1997 International 4700	1HTSCABR4WH548629	$107,233
2	1996 Ford F800	1FDY80C5VVA06697	$98,869
3	2008 International NaviStar 7400	3HTWAAAR19N048401	$162,775
4	2010 International NaviStar7400	1HTWCAAR8BJ385506	$187,558
5	2006 International 7300 DT466	1HTWAAAR26J349743	$160,700
6	2016 International 7400 Refueler	1htwgsttohh501090	$290,955
7	2018 International 7400	1HTZZMMRXXH563092	$225,000
8	2010 International 7400	1HTWCAAR8BJ385506	$195,000
9	2000 Isuzu	JLB4B14017007919	$45,000
10	1995 NMC-Wollard NMC-140 Push Back Tug	SJM 050	$29,900
11	2020 Standard GSE LC-155/156-Galvanized Lav Cart		$9,900
12	2009 NMC Wollard 100DP-06 Aircraft Pushback	09-C-3190	$29,900

EQUIPMENT FLOATER CONTINUED

ITEM	DESCRIPTION	ID/SERIAL NUMBER	INSURANCE AMOUNT
14	Vesta Modular Vesta Modular Building (General Floater)	SO00106	$68,500

ADDITIONAL INTERESTS

NAME	INTEREST
Augusta Museum Of History, INC.	Loss Payee
Vesta Housing Solutions LLC	Loss Payee
Gse-Rentals INC	Loss Payee
Mobile Mini INC	Loss Payee

GENERAL LIABILITY

COMPANY	POLICY NUMBER	POLICY TERM
AIG Property Casualty Insurance Group	**AP 004793055-31**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	LIMITS
Products & Completed Operations Aggregate	$100,000,000
Personal & Advertising Injury	$25,000,000
Each Occurrence	$100,000,000
Damage to Rented Premises	$500,000
Property Damage Deductible - Per Occurrence	$25,000
Bodily Injury Deductible - Per Occurrence	$25,000

LOCATIONS & EXPOSURES

LOCATION #1: 1501 AVIATION WAY 1501 AVIATION WAY, AUGUSTA, GA 30906-9600

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Gross Receipts Excluding Fuel Sale	Gross Sales	$8,524,384
1		Fuel Gallons Sold/Distributor	Unit	5,034,196

LOCATION #2: 1351 MAJESTIC SKIES WAY 1351 MAJESTIC SKIES WAY, AUGUSTA, GA 30906

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Rental Car Facility	Area	12,200

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Hangarkeepers Limit, deductible per aircraft	$100,000,000	$25,000
Family Assistance Expense, per "passenger" per "occurrence"	$5,000	
Crisis Response Aggregate	$300,000	
Crisis Response: Each "Crisis Response Costs"	$250,000	$1,000
Crisis Response: Each "Crisis Management Loss"	$50,000	$1,000
NIMS Each Occurrence	$50,000,000	
NIMS Damage to Premises Rented To You Limit	$500,000	

GENERAL LIABILITY CONTINUED

DESCRIPTION	LIMIT	DEDUCTIBLE
NIMS Personal & Advertising Injury Aggregate	$25,000,000	
NIMS Products/Completed Operations Aggregate Limit	$50,000,000	
Discrimination (included in definition of Pers/Ad Injury)	$25,000,000	
Cargo Liability Endorsement	$1,000,000	
Excess Auto Legal Liability	$25,000,000	
Amendment to Supplementary Payments: Cost of bail bonds req'd because of accidents...	$10,000	
Amendment to Supplementary Payments: Reasonable expenses incurred by insd at our request to assist in investigation or defense... (per day)	$500	

ADDITIONAL INTERESTS

NAME	INTEREST
AVFuel Corporation	Certificate Holder
Carolina GSE Inc	Certificate Holder
Active Hero Charter Provider Development	Certificate Holder
Net Jets Inc, its Parents, subsidiary & affiliated co including their respective directors	Certificate Holder
MSC Fuel/Contracts Material Service Company Inc	Certificate Holder
NetJets	Designated Person or Organization
GSE-Rentals Inc (AI-Lessor of Leased Equipment)	Lessor of Leased Equipment
Mobile Mini Inc (Primary/Noncontributory)	Other
Mobile Mini Inc (AI-Designated Person/Organization)	Designated Person or Organization
Georgia Dept of Transportation (AI-Designated Person/Organization)	Designated Person or Organization
Georgia Department of Transportation	Designated Person or Organization
GSE-Rentals Inc (Named WOS)	Other

POLLUTION LIABILITY

COMPANY	POLICY NUMBER	POLICY TERM
Johnson and Johnson, Inc.	**MKLV2ENV103709**	**8/28/2023 to 8/28/2026**

COVERAGES

DESCRIPTION	LIMITS
General Aggregate	$10,000,000

LOCATIONS & EXPOSURES

LOCATION #1: 1501 AVIATION WAY 1501 AVIATION WAY, AUGUSTA, GA 30906-9600

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Pollution Liability		

LOCATION #2: 1351 MAJESTIC SKIES WAY 1351 MAJESTIC SKIES WAY, AUGUSTA, GA 30906

BLDG	CLASS CODE	CLASSIFICATION	PREMIUM BASIS	EXPOSURE
1		Pollution Liability		

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Pollution Liability-BI & PD Resulting from NEW Pollution Conditions	$10,000,000	$25,000
Transportation Pollution Liability, Retroactive Date N/A	$10,000,000	$25,000
Crisis Management Costs, Retro Date N/A, Delineation Date N/A	$250,000	
Off-Site Cleanup Costs Resulting from New Pollution Conditions	$10,000,000	$25,000
Mold Sublimit of Liability	$1,000,000	
Emergency Response Costs, Retroactive Date N/A, Delineation Date N/A	$25,000	$25,000
On-Site Cleanup Costs Resulting from New Pollution Conditions - 1501 Aviation Way Augusta, GA 30906-9600	$10,000,000	$25,000

DIRECTORS & OFFICERS LIABILITY

COMPANY	POLICY NUMBER	POLICY TERM
Cincinnati Insurance Companies	**EMN 0400834**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	REQUESTED LIMIT	CURRENT LIMIT
Coverage provided on Claims Made basis		
Aggregate	$1,000,000	
Retention	$10,000	

ADDITIONAL COVERAGES

DESCRIPTION	LIMIT	DEDUCTIBLE
Investigative Costs Sublimit	$100,000	
Excess Benefit Transaction Tax Sublimit	$20,000	
Additional Defense Limit - Unlimited		
D&O Claims Made Retroactive Date N/A		
D&O Prior or Pending Date 08/25/2011		
D&O Continuity Date 08/25/2011		

BUSINESS AUTO

COMPANY	POLICY NUMBER	POLICY TERM
Cincinnati Insurance Companies	**ENP 0016402**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	AUTO SYMBOL	LIMITS & DEDUCTIBLES
Business Auto Liability Limit – Each Accident	7, 8, 9	$1,000,000
Uninsured Motorists - Each Accident	7	$500,000

SYMBOL DEFINITIONS

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject to Compulsory U.M. Law	(9) Non-Owned Autos

VEHICLES

VEH	YEAR, MAKE, & MODEL	VIN	COMP DED	COLL DED
1	2000 FORD F150	1FTRX18W7YNC23152	$1,000	$1,000
2	2000 FORD RANGER	1FTYR10VXYPB81203	$1,000	$1,000
3	2000 FORD F150	1FTZX1722YNC23154	$1,000	$1,000
4	2000 FORD F150	3FTZF1725YMA76325	$1,000	$1,000
5	2002 FORD F450	1FDXF47FX2EB91748	$1,000	$1,000
6	2000 FORD F150	1FTZX172XYNA67316	$1,000	$1,000
7	1997 FORD F750	1FDLF47F4VEB07197		
8	2002 INTERNATIONAL 4700	1HTSCABR12H554723	$1,000	$1,000
9	2003 FORD EXPLORER	1FMDU74K13ZA39444	$1,000	$1,000
10	2001 BETTER BUILT TRAILER	4MNDB1626Y1001571	$1,000	$1,000
11	1993 FORD F700	1FDWK74C2PVA38436		
12	2011 FORD EXPEDITION	1FMJU1G57BEF33738	$1,000	$1,000
13	2011 FORD EXPEDITION	1FMJU1G55BEF33737	$1,000	$1,000
14	2011 FORD EXPEDITION	1FMJU1G53BEF33736	$1,000	$1,000
15	2010 FORD EXPLORER	1FMEU6DE8AUA62898	$1,000	$1,000

BUSINESS AUTO CONTINUED

VEH	YEAR, MAKE, & MODEL	VIN	COMP DED	COLL DED
16	2010 ELGIN CROSSWIND SWEEPER	JNAPC81L5AAF80151		
17	2006 FORD CROWN VIC	2FAFP71W76X148860		
18	2013 FORD F150 TRUCK	1FTFX1EF0DFC13929	$1,000	$1,000
19	2013 FORD F150 TRUCK	1FTFX1EF7DFC13930	$1,000	$1,000
20	2013 FORD F150 TRUCK	1FTFX1EF9DFC13931	$1,000	$1,000
21	2013 FORD F150 TRUCK	1FTMF1CMXDKE71989	$1,000	$1,000
22	2013 FORD F150 TRUCK	1FTMF1CM8DKE71988	$1,000	$1,000
23	2013 FORD F150 TRUCK	1FTMF1CM6DKE71990	$1,000	$1,000
24	2013 FORD F150 TRUCK	1FTMF1CM8DKE71991	$1,000	$1,000
25	2014 FORD EXPEDITION	1FMJU1G52EEF24000	$1,000	$1,000
26	2003 OSHKOSH MOTOR TR STRIKER 3000	10TDKAK153S076597	$1,000	$1,000
27	1993 EMERGENCY ONE TITAN	4ENDAAA85P1002193	$1,000	$1,000
28	2012 EMERGENCY ONE P7	4ENRAAA80C1007172	$1,000	$1,000
29	2014 EMERGENCY ONE TYPHOON	4EN6AAA8XE1008951	$1,000	$1,000
30	2015 FORD EXPEDITION	1FMJU1GT8FEF45689	$1,000	$1,000
31	2015 DODGE CHARGER	2C3CDXAG3FH891013	$1,000	$1,000
32	2015 DODGE CHARGER	2C3CDXAG8FH891024	$1,000	$1,000
33	2016 FORD F250	1FT7W2B67GEC85822	$1,000	$1,000
34	2017 FORD F250	1FT7W2B6XHEE34306	$1,000	$1,000
35	2017 FORD EXPLORER	1FM5K8ARXHGE15434	$1,000	$1,000
36	2018 FORD TRANSIT	1FTYE1YM1JKB51629	$1,000	$1,000
37	2020 FORD EXPLORER	1FM5K8AB2LGB67157	$1,000	$1,000
38	2020 FORD F150	1FTEX1CB7LFC09600	$1,000	$1,000
39	2021 FORD F150	1FTMF1CBXMKE46024	$1,000	$1,000
40	2021 FORD F150	1FTMF1CB8MKE46023	$1,000	$1,000
41	2022 INTERNATIONAL HV607	3HAEJMMRXNL193296	$1,000	$1,000
42	2022 FORD F150	1FTFW1P83NKE89919	$1,000	$1,000
43	2023 FORD F150	1FTFW1E54PFA03493	$1,000	$1,000
44	2022 FORD EXPLORER	1FM5K8AB9NGA52249	$1,000	$1,000
45	2022 FORD F250	1FT7W2BT5NEE58952	$1,000	$1,000
46	2024 FORD F150	1FTFW1P84RKD00202	$1,000	$1,000
47	2024 FORD F150	1FTMF1K54RKD00608	$1,000	$1,000

BUSINESS AUTO CONTINUED

DRIVERS

NAME	DATE OF BIRTH	LICENSE NUMBER
Augustine G. Rhodes	On File	On File
Deranda Faye Westbrook	On File	On File
Christopher E. Valentine	On File	On File
Donald Kittilson	On File	On File
Douglas Boswell Pullen	On File	On File
Frederick Shaver	On File	On File
Jeremiah Rupert	On File	On File
Brian A. Cameron	On File	On File
Jason Robinson	On File	On File
Korey Anderson (WATCH)	On File	On File
Brenton K. Baranek	On File	On File
Lauren Smith	On File	On File
Marques Woodward	On File	On File
Trenton Druesedow	On File	On File
James McAllister	On File	On File
Richard S. Parker	On File	On File
Jennifer Humphrey	On File	On File
Robert (Bob) Rhodes	On File	On File
Richard Beal	On File	On File
Larry Bracken	On File	On File
Herbert L. Judon, Jr.	On File	On File
Angele Marcell Harris	On File	On File
Carnell Haynes	On File	On File
Carter T. Benson	On File	On File
Johnathan Cox	On File	On File
DeAndre Davis	On File	On File
Gregory Campbell	On File	On File
Jordan Jackson (WATCH)	On File	On File
Joshua Danheim	On File	On File
Ryan Digiacomo	On File	On File
Devon Bolwaire	On File	On File
Belinda Daugherty	On File	On File

BUSINESS AUTO CONTINUED

NAME	DATE OF BIRTH	LICENSE NUMBER
John Scott Wood	On File	On File
Darius Mcgruder	On File	On File
Carl (Billy) Epps	On File	On File
Aswad Swan	On File	On File
Ryan Smith	On File	On File
Darian Daniels	On File	On File
Keisha Burns	On File	On File
LaVaughn B Keller	On File	On File
Micah Leonard Chambers	On File	On File
Catherine Highsmith	On File	On File
Derwin Cody Mitchell	On File	On File
Amos Whigham	On File	On File
Andres Del Rio	On File	On File
David McGarr	On File	On File
Herman Ruffin	On File	On File
Jimmy Edward Williams	On File	On File
John Stearley	On File	On File
Dylan J. Terrell	On File	On File
Charles Meyers	On File	On File
Thomas Wiedmeier	On File	On File
Terrence Newman	On File	On File
Diane Johnston	On File	On File
Gregory Larsen	On File	On File
Kevin Horsely	On File	On File
David Copeland	On File	On File
Felizitas G. Terrell	On File	On File
Jalen Heggs	On File	On File
Jasmine McInnis	On File	On File
John Turner	On File	On File
Kevin P. Woolsey	On File	On File
Lillian E. Giles	On File	On File
Sergio Ward	On File	On File
Steve Hammond	On File	On File

BUSINESS AUTO CONTINUED

NAME	DATE OF BIRTH	LICENSE NUMBER
Stevie Lamar Cleveland	On File	On File
Tyler J. Good	On File	On File
David Widener	On File	On File
Walter Utley	On File	On File
John Wayne Bennett	On File	On File
Brandon Schrumpf	On File	On File
Galen Porter Freeman	On File	On File
Jacob Green	On File	On File
Kenneth Hinkle	On File	On File
LaRondra West	On File	On File
Matthew Tindell	On File	On File
Christopher Epps	On File	On File
Risa Bingham	On File	On File
Reather L. Newsome	On File	On File
Joseph Lewis	On File	On File
Sarah G. Altman	On File	On File
Jonathan Harvey	On File	On File
Charnita (Rochelle) Blount	On File	On File
Monika Peoples	On File	On File
Charles Cypress	On File	On File
William Kovalchuck	On File	On File
Zaccheus Hawkins	On File	On File
Zachery Lewis	On File	On File

ADDITIONAL INTERESTS

NAME	INTEREST
Republic Parking System	Designated Person or Organization
Georgia Department Of Transportation Divison Of Int	Designated Person or Organization
Skj Travel Agency Services Company LLC	Designated Person or Organization
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK

BUSINESS AUTO CONTINUED

NAME	INTEREST
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2013 FORD F150 TRUCK
Gma	Loss Payee 2014 FORD EXPEDITION

BUSINESS AUTO

COMPANY	POLICY NUMBER	POLICY TERM
Johnson and Johnson, Inc.	**73APR429231**	**8/28/2025 to 8/28/2026**

COVERAGES

DESCRIPTION	AUTO SYMBOL	LIMITS & DEDUCTIBLES
Business Auto Liability Limit – Each Accident	7	$1,000,000
Medical Payments	7	$5,000
Uninsured Motorists - Each Accident	10	$500,000

SYMBOL DEFINITIONS

(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified on Schedule
(2) All Owned Autos	(5) All Owned Autos Requiring No-Fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject to Compulsory U.M. Law	(9) Non-Owned Autos

VEHICLES

VEH	YEAR, MAKE, & MODEL	VIN	COMP DED	COLL DED
1	2013 Chevrolet Impala	2G1WF5E34D1260512	$500	$1,000
2	2013 Chevrolet Impala	2G1WF5E37D1260780	$500	$1,000
3	2008 Ford Crown Victoria	2FAFP74V98X160885	$500	$1,000
4	1991 Oshkosh Stryker	10T9L5BH7M1042854	$500	$1,000

PREMIUM COMPARISON

Description of Coverage	Carrier	AM Best Rating	Expiring Premium	Proposed Premium	Difference
Aviation Commercial General Liability	AGI Assurance Co.	A	$205,304.00	$225,834.00	+$20,530.00
Business Auto - Pilots	National Liability & Fire Co.	A++	$11,552.00	$12,468.00	+$916.00
Pkg - Business Auto	Cincinnati Insurance Co.	A+	$115,300.00	$135,604.00	+$20,304.00
Pkg - Inland Marine	Cincinnati Insurance Co.	A+	$14,190.00	$14,190.00	$0.00
Pkg - Terrorism	Cincinnati Insurance Co.	A+	$108.00	$106.00	-$2.00
Directors & Officers Liability	Cincinnati Insurance Co.	A+	$6,432.00	$6,432.00	$0.00
Pollution Liability	Evanston Insurance Co.	A	$76,389.00	$76,389.00	$0.00
Total Estimated Annual Premium			$429,275.00	$471,023.00	+$41,748.00

NOTES:

Pollution Policy pre-paid through 8/28/2026

DISCLAIMERS AND DISCLOSURES

DISCLAIMER

This presentation is designed to give you an overview of the insurance coverage we recommend for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverage, conditions, and exclusions.

This proposal is also based on exposures to losses that currently exist and were made known to us. All changes to these exposures must be reported by you so that we may arrange the proper coverage.

COMPENSATION DISCLOSURE

Our principal remuneration for the service and placement of insurance will either be by agency commission, being a proportion of the premium paid which is allowed to us by the Insurance Company(ies) for placing insurance with them, or a fee agreed to with you.

In addition, you should be aware that as a result of placing your insurance, we may receive additional income from the following sources:

- **Interest** earned in insurance money passing through our insurance bank accounts.
- **Expense Allowances or Reimbursements** from Insurance Companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable more efficient service and competitive terms to be provided to those clients for whom we consider the use of such facilities to be appropriate.
- **Contingent Commissions** (sometimes referred to as “profit-sharing”) which can be based on profitability, premium volume, and/or growth, or payable to reflect our processing efficiencies across a book of business placed with a particular insurance company. If a contingent commission agreement exists, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of any insurance company.
- **Administrative Service Fees** which may be paid for limited services we provide to the insurance company(ies) as part of the placement process, generally across a book of business placed with a particular company, including premium billing, collection, remittance and credit control, policy document compilation and record retention.

Should any client have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with a senior insurance compliance officer to fulfil your request.

PROPOSAL ACCEPTANCE

INSURED

City of Augusta, Georgia

☐ As presented (all lines)

☐ With changes noted below

1. _____
2. _____
3. _____
4. _____
5. _____

COVERAGES TO CONSIDER

Property
- ☐ Building Coverage
- ☐ Personal Property Coverage
- ☐ Personal Property of Others
- ☐ Business Income & Extra Exp
- ☐ Earthquake
- ☐ Flood
- ☐ Computer Coverage
- ☐ Personal Property In-Transit
- ☐ Valuable Papers
- ☐ Misc. Tools Under $500 Each
- ☐ Owned Scheduled – Tools & Equipment
- ☐ Non-Owned Tools & Equipment
- ☐ Installation Floater
- ☐ Builders Risk
- ☐ Employee Dishonesty
- ☐ Money & Securities
- ☐ Spoilage
- ☐ Credit Insurance
- ☐ Accounts Receivable
- ☐ Protective Safeguards - (Sprinklers, Central Alarms, Etc.)

General Liability
- ☐ GAP Coverage
- ☐ Limited Pollution
- ☐ Per Project Aggregate
- ☐ Blanket Additional Insured
- ☐ Blanket Waiver Subrogation
- ☐ Employee Benefits Liability
- ☐ Foreign Liability
- ☐ Discontinued Operations

Automobile
- ☐ Hired and non-owned
- ☐ Hired Physical Damage
- ☐ Rental Reimbursement
- ☐ Drive Other Car
- ☐ Garage Keepers
- ☐ Truckers

Workers Compensation
- ☐ All States Coverage
- ☐ Increased Employers Liability
- ☐ Deductible
- ☐ Foreign Liability
- ☐ Blanket Waiver Subrogation
- ☐ USL&H, Maritime

Commercial Lines
- ☐ Package Policy
- ☐ Umbrella
- ☐ Surety Bonds
- ☐ PEO/Payroll Services
- ☐ Employment Practices Liability
- ☐ International Coverage
- ☐ Directors and Officers
- ☐ Errors and Omissions
- ☐ Professional Liability
- ☐ Crime
- ☐ Employee Dishonesty
- ☐ Pollution
- ☐ Storage Tank Liability
- ☐ Boiler and Machinery
- ☐ Owners & Contractors Protective
- ☐ Aviation
- ☐ Cyber Liability

Personal Lines
- ☐ Automobile
- ☐ Homeowners
- ☐ Personal Umbrella
- ☐ Recreational Vehicle
- ☐ Boats

Executive Benefits
- ☐ Key Man Life & Disability
- ☐ Deferred Compensation
- ☐ Variable Life & Annuities
- ☐ Financial Planning
- ☐ Business Succession Plan
- ☐ Education Planning
- ☐ Kidnap & Ransom

Section 125
- ☐ Voluntary Life
- ☐ STD and LTD
- ☐ Cancer
- ☐ Accident

Group Disability
- ☐ Short and Long Term
- ☐ Voluntary STD and LTD

Life Insurance or Group Life
- ☐ Variable
- ☐ Universal
- ☐ Second to Die
- ☐ Basic
- ☐ Supplemental
- ☐ Voluntary
- ☐ Dependent

Group Health/Dental
- ☐ Fully Insured
- ☐ Self-Funded
- ☐ GAP Coverage
- ☐ Mini Meds
- ☐ Employer Paid

Retirement Plans
- ☐ 401K, 412J,501C3,403B
- ☐ Profit Sharing
- ☐ Defined Benefits
- ☐ Defined Contribution
- ☐ IRA's

Print Name _____ Title _____

Signature _____ Date _____

Proposal Acceptance:

The coverages explained and definitions included in this proposal are a simplified outline of the insurance policies. The actual policies should be read for exact coverages, definitions, and exclusions and conditions pertaining to your specific insurance program.

BLANCHARD AND CALHOUN INSURANCE

Member of Legacy Risk Solutions, LLC

245 Davis Rd
Augusta, GA 30907

LET'S GET SOCIAL

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

1st Amendment to Simkins Land License Agreement

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve 1st Amendment to Simkins Land License Agreement

Background: Mr. Leroy Simkins (Licensee) sold land to the Augusta Regional Airport in September 2000 and subsequently executed an agreement to lease the property back from the Airport for agricultural purposes. The license agreement contained an initial period of twenty-five (25) years with 2 twenty-five (25) year extensions to the agreement. The original license agreement period ends August 31, 2025. Mr. Simkins has requested to exercise both of the remaining extensions at this time.

Analysis: The Licensee is not in default and has agreed to pay the full amount for both remaining periods within the span of one year from execution of this Amendment. For consideration of this pre-payment, the Airport has agreed to a ten (10%) percent discount off the original contracted price.

Financial Impact: Upon execution of this Amendment, the Licensee will make an initial payment of Ten Thousand ($10,000) Dollars, with two subsequent payments of Sixty-two Thousand Five Hundred ($62,500) Dollars, one payment on or before March 1, 2026, and the final payment on or before August 1, 2026.

Robert Kerr, Airport Counsel, has reviewed and approved the amendment.

Alternatives: N/A

Recommendation: Approve 1st Amendment to Simkins Land License Agreement

Funds are available in the following accounts:	551000000-3492508
REVIEWED AND APPROVED BY:	N/A

STATE OF GEORGIA	)	AMENDMENT NUMBER ONE
	)	TO LICENSE AGREEMENT
COUNTY OF RICHMOND	)	DATED SEPTEMBER 1, 2000

THIS AMENDMENT TO THE LICENSE AGREEMENT dated September 1, 2000, is made this _____ day of _____, 2025, by and between the Augusta Aviation Commission, an instrumentality of Augusta, Georgia, and Augusta, Georgia, (herein collectively "Licensors"), and L. H. Simkins, Jr. ("Licensee").

WHEREAS, Licensee desires to exercise both future options contained in the original, September 1, 2000, License Agreement; and,

WHEREAS, Licensee desires to have the License Agreement include all his heirs as beneficiaries of the License Agreement; and,

WHEREAS, Licensee is not in default under the terms of the License Agreement dated September 1, 2000;

NOW, THEREFORE, in consideration of the Licensee's prepayment of the full amount of the options over the course of one (1) year from execution of Amendment, less a ten (10%) percent discount for said prepayment, as laid out in the September 1, 2000, License Agreement, and other good and valuable consideration, and the covenants and agreements set forth below, the Parties hereto agree and intend to be legally bound as follows:

1. The Parties intend to continue to be bound to the terms of the License Agreement dated September 1, 2000, and signed by both parties.

2. The Parties furthermore intend to be bound to the terms of this Amendment Number 1 to the September 1, 2000, License Agreement.

3. Licensee is exercising his right to extend his License for two (2) additional twenty-five (25) year periods, for a total of fifty (50) years, in accordance with Paragraph 2 of the September 1, 2000, License Agreement.

4. Licensee shall make three (3) payments to Licensors for a total amount of One Hundred Thirty-five Thousand and no/100 Dollars ($135,000.00) for the fifty (50) year period of the License Agreement, in accordance with Paragraph 2 of the September 1, 2000, License Agreement. First payment of Ten Thousand ($10,000) Dollars will be paid upon Amendment execution. Second payment of Sixty-two Thousand Five Hundred ($62,500) Dollars will be due and payable on or before March 1, 2026 and final payment of Sixty-two Thousand Five Hundred ($62,500) Dollars will be due on or before August 1, 2026. Lessor reserves the right to immediately terminate the Lease if the Lessee fails to pay when due any rent payable pursuant to this Lease.

5. Licensee may assign his interest to his heirs, assigns, or others as designated by his attorney-in-fact, provided that the use of the land by any heirs, assigns, or other assignees does not result in a change to the use of the Property that is inconsistent with the uses permitted in Paragraph 1 of the September 1, 2000, License Agreement. The sublease or assignment shall not be unreasonably withheld by the Licensors, who are nonetheless bound by superseding Federal,

State, and local laws.

6. Any terms of the September 1, 2000, License Agreement not in conflict with the terms of this Amendment Number 1 shall remain in full force and effect.

7. The Licensor may terminate this contract in part or in whole upon six months' written notice to the Licensee. The Licensee shall be paid for any validated services under this Contract. Concurrently, the Licensee shall receive a reimbursement of prepaid license fees, calculated on a pro-rata, by month, basis for the entire fifty (50) year term.

8. Any notice to Augusta/Licensor shall be provided to 1501 Aviation Way, Augusta, Georgia, 30096, with a copy to General Counsel, 535 Telfair Way, Building 3000, Augusta, Georgia 30901.

9. This Amendment Number 1 to the September 1, 2000, License Agreement may be recorded at the option of either party in the public records of Aiken County, South Carolina.

10. In Witness whereof, the Parties hereto have caused this Amendment Number 1 to the September 1, 2000, License Agreement to be executed and delivered for and in their names as of the date and year first above written.

(signature page follows)

Signed, sealed, and delivered in the presence of:

Witness

LICENSEE:

(SEAL)

L. **H. SIMKINS, JR.**

By, N.Turner Simkins, Attorney in Fact for LH Simkins, Jr

Witness

DIANA BLOUNT
NOTARY PUBLIC
Richmond County
State of Georgia
My Comm. Expires July 17, 2026

Signed, sealed, and delivered in the presence of:

Witness

LICENSOR:

(SEAL)

Augusta Aviation Commission Chairperson

Witness

Signed, sealed, and delivered in the presence of:

Witness

LICENSOR:

Witness

Augusta, Georgia

By: (SEAL)

As its Mayor

ATTEST:

By:

As its Clerk

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman
August Aviation Commission

Date

Public.Service.Committee.Meeting

Meeting Date: 08/12/25

Augusta Regional Airport (AGS)

Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve Two Year MOU between AGS and LogistiWerx, Inc.

Background: The Airport has been working with LogistiWerx for the past several years to advance the new aerospace technologies in the CSRA. LogistiWerx management and staff have participated in multiple events with AGS staff, including Innovation Xchange Forums, Working Groups, Tabletops and the Vertical Flight Society Forum 81, where the two organizations co-authored a paper and presented to the Members and attendees. The Airport and LogistiWerx have agreed to expand their efforts to include research and development while exploring additional opportunities for collaboration in the areas of Unmanned Aerial Systems (UAS) and Advanced Air Mobility (AAM).

Efforts will include the exploration of funding opportunities, and collaboration on studies and other relevant information pertaining to these novel aerospace technologies and economic development.

Analysis: The MOU provides the opportunity for AGS to partner with a globally recognized leader in the new aerospace technologies industry. It will help to lay additional groundwork, positioning the Airport to be attractive to the numerous new companies emerging in the industry.

Financial Impact: There are no financial impacts with the MOU.

Robert Kerr, Airport Counsel, has reviewed and approved the MOU.

Alternatives: N/A

Recommendation: Approve Two Year MOU between AGS and LogistiWerx, Inc.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A

Memorandum of Understanding

LogistiWerx, Inc., a New Jersey corporation ("LogistiWerx"), with an address of 816 N. Delsea Drive, Suite 174, Glassboro, NJ 08028, is a globally recognized leader in the application of transformative and sustainable Vertical Take Off and Landing (VTOL) and autonomous drone aircraft for short-haul transport of people and goods.

Augusta Regional Airport ("AGS"), a City of Augusta, Georgia airport, with an address of 1501 Aviation Way, Augusta, GA 30906, is a nationally known regional airport that is a significant travel hub for the Central Savannah River Area (CSRA) and is actively pursuing infrastructure and operations modifications to accommodate VTOL and drone operations.

(collectively, the "Parties").

The Parties have entered this Memorandum of Understanding ("MOU") as of the date indicated on the fully executed signatures below ("Effective Date") to better serve the needs of their constituents and to collaborate on advancing transformative air vehicle mobility, vertical flight operations, safety, and economic viability through a working collaboration on the Parties' programs and products (the "Collaboration").

ARTICLE 1 PURPOSE

This MOU memorializes the Parties' intent to identify issues and requirements for providing FAA-approved flight operations for emerging transformative and autonomous drone air vehicle operations for transporting people and freight. This could come in the form of comprehensive studies or certification projects with experimental or test aircraft, either autonomous or piloted. Consideration is given to adapting existing infrastructure and implementing new systems to ensure safety and efficiency, Air Traffic Management integration, mitigation systems, cyber security, and economic feasibility within a 71,000 square mile area of operation based out of AGS. By addressing infrastructure, financial, and operational considerations and implementing advanced technologies and streamlined procedures, the Parties shall pursue government and NGO funding to establish guidelines that effectively accommodate the growing presence of eVTOL drones, piloted, and Optionally Piloted Vehicles, and leverage their potential benefits for economic development while ensuring the safety and security of the airport environment and surrounding areas of operation. In addition, the Parties shall collaborate to strengthen the AGS industrial base, driving economic options attractive to a diverse group of vertical lift Original Equipment Manufacturers (OEM's) and operators with a vital interest in moving people and goods. Deliverables resulting from this MOU include guidelines and recommendations for: 1) a technology roadmap for AGS infrastructure; 2) operations for Aircraft on Ground and within terminal airspace; 3) businesses with an economic advantage leveraging AGS as a base of operations; 4) commercial and government partnerships; 5) identification of funding resources; and 6) recommendations for interoperability with federal entities as well as resources and assets from GA and neighboring States.

ARTICLE 2 INDUSTRY AND EXECUTIVE MOTIVATION

This collaboration is a result of the rapid development and near-term deployment of transformative sustainable VTOL and autonomous drone air vehicles for Urban Air Mobility (UAM) and Advanced Air Mobility (AAM) and the June 2025 Executive Order calling for a whole-of-nation effort to reclaim U.S.

leadership in drone and Unmanned Aerial Systems (UAS) technologies, accelerating development and deployment across commercial, defense, and civil sectors.

ARTICLE 3 ROLES AND RESPONSIBILITIES

3.1 LogistiWerx shall provide, but not limited to:

1. Provide subject matter expertise regarding the design and air and ground operational requirements for transformative VTOL and autonomous drone air vehicles (collectively, "Target Aircraft");
2. Provide market analysis of the economic opportunities for deploying Target Aircraft in support of moving people and goods;
3. Intermodal transportation considerations and infrastructure impact within AGS and surrounding "feeder" areas of operation;
4. Engineering, technical and operational support to AGS Working Groups; and,
5. Provide prime or subprime support of potential funding opportunities desired to be pursued by Georgia Department of Transportation (GDOT).

3.2 AGS shall provide, but not limited to:

1. Working knowledge of all AGS airside and landside facilities and operations;
2. Working collaboration with vested third parties such as Savannah River National Lab, UPS Flight Forward, Archer, and GDoT to name a few;
3. Lead, prime, or subprime support for external funding opportunities; and,
4. Identification of existing, in-works, planned, and desired infrastructure changes to accommodate UAM/AAM and autonomous drone operations.

ARTICLE 4 MARKETING

Neither Party may make any public announcement or media release regarding this MOU or the contents hereof without the prior written consent of the other Party.

ARTICLE 5 TERM AND REVIEW

This MoU shall remain in effect for a period of two years from the date of signing and will automatically renew annually unless terminated or revised by mutual agreement. A joint review shall be conducted annually with quarterly interim progress reports either by written or oral communications.

ARTICLE 6 NON-BINDING AGREEMENT

This MoU does not create legally binding obligations but reflects the good faith commitments of both parties to collaborate in support of the goals within and intentions of this MOU.

(Signature page follows)

Signed, sealed, and delivered in the presence of:

LOGISTIWERX, INC.:

Kaydon Stanzione (SEAL)

Digital Signer:Kaydon Stanzione
DN:C=US, E=kstanzione@LogistiWerx.com, O="LogistiWerx, Inc.", OU=Corporate, CN=Kaydon Stanzione
Date:7/23/2025 16:33:22 -04:00

Kaydon Stanzione, CEO

_____

Witness

Signed, sealed, and delivered in the presence of:

AUGUSTA REGIONAL AIRPORT:

_____ (SEAL)

Augusta Aviation Commission Chairperson

_____

Witness

Signed, sealed, and delivered in the presence of:

AUGUSTA RICHMOND COUNTY:

Augusta, Georgia

_____

Witness

By: _____ (SEAL)

As its Mayor

ATTEST:

By: _____

As its Clerk

mou20250721_ags_fnl.docx

AUGUSTA REGIONAL AIRPORT

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

Augusta Aviation Commission
Meeting Minutes
July 31, 2025
10:00 a.m.
Orwen Aviation Commission Chambers
2nd Floor - Terminal Building

Commissioner Members:	**Commissioner Dan Troutman; Commissioner James Germany; Commissioner Charles Larke; Commissioner Randy Sasser; Commissioner William Fennoy; Commissioner Larry Harris; Commissioner Wilbert Barrett; Commissioner Kay Roland; Commissioner Ronic West; Commissioner Michael Cioffi; Commissioner Davis Beman**
Staff:	**Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Ms. Diane Johnston; Mr. Ken Hinkle; Mr. Tyler Good; Ms. Jennifer Humphrey; Mr. Fred Shaver; Mr. Robert Kerr- Staff Attorney**
Others:	**Mr. Edwin Scott – Mead & Hunt; Terry Helms – Mead & Hunt; Mr. Matt Tyndall – AGS Marshall Department; Mr. Alex – Destination Augusta; Mr. Robert Moore – Blanchard & Calhoun Insurance; Mr. Preston Moss – Blanchard & Calhoun Insurance; Ms. Nancy Williams – Augusta-Richmond County Procurement Dept.; Mr. Marc Godzina; Mr. Jon Queen; Mr. Robert**

CALL TO ORDER & PRAYER – Chairwoman Ronic West called the meeting to order at 10:00 a.m., Prayer by Commissioner Barrett

Motion by Commissioner Troutman 2nd by Commissioner Fennoy to amend July 31, 2025, Commission Agenda by removing items IV.C-D and adding item II.D., Masters Committee Report
Discussion, Unanimous Ayes; Motion Carries

Motion by Commissioner Sasser 2nd by Commissioner Troutman to add 4th item to the July 31, 2025, Commission Agenda I.D.1.iiii Augusta Regional Airport (AGS) – Helping Hands, Inc./A Chef's Extravaganza
Discussion, Unanimous Ayes; Motion Carries

Request by Commissioner Beman to remove item I.D.2. from Consent Agenda.

I. AGENDA, MINUTES, STATISTICS, & CONSENT – Chairwoman Ronic West

A. July 31, 2025, Meeting Agenda
B. June 26, 2025, Aviation Commission Meeting Minutes
C. June Statistics
D. Consent Items
    1. Director Action Request A, i-iii (Approved in Marketing Committee Meeting)
    2. Director Action Request B (Approved in Finance Committee Meeting)
    3. Director Action Request C – K (Approved in Construction/Special Projects Committee Meeting)

Motion by Commissioner Troutman 2nd by Commissioner Beman to accept the July 31, 2025, Meeting Agenda, June 26, 2025, Aviation Commission Meeting Minutes, June Statistics, and Consent Items, as amended.
Discussion, Unanimous Ayes; Motion Carries

II. COMMITTEE REPORTS

A. Marketing Committee Report – Commissioner Michael Cioffi
B. Finance Committee Report – Commissioner Davis Beman
Motion by Commissioner Beman 2nd by Commission Sasser to accept as information Finance Committee Report.
Discussion; Unanimous Ayes; Motion Carries
C. Construction/Special Projects Committee Report – Commissioner Dan Troutman

III. FINANCIALS

A. May & June Financials
Motion by Commissioner Beman 2nd by Commissioner Sasser to accept unaudited May and June Financials.
Discussion; Unanimous Ayes; Motion Carries

IV. DIRECTOR ACTION REQUESTS:

A. Augusta Regional Airport (AGS) – Sponsorship Request Evaluations – Lauren Smith
   i. RCMO Charitable Fund / *RCMO Charitable Fund Gold Tournament*
   ii. Cumbee Center / *Whiskey Road Race*
   iii. Golden Harvest Food Bank / *It's Spooky to Be Hungry*

B. Augusta Regional Airport (AGS) – 2026 Complete Budget – Risa Bingham
   Motion by Commissioner Beman 2nd by Commissioner Troutman to approve 2026 Complete Budget Discussion; Unanimous Ayes; Motion Carries

C. Augusta Regional Airport (AGS) – Southeast Apron Recommendation of Award – Elizabeth Giles

D. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I Contract – Elizabeth Giles

E. Augusta Regional Airport (AGS) – Construct Southeast Apron – Phase I CA/CO WA #18 – Elizabeth Giles

F. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II Contract – Elizabeth Giles

G. Augusta Regional Airport (AGS) – Construct Runway 17-35 Approach Improvements SA CAT II WA #17

H. Augusta Regional Airport (AGS) – Construct Drainage Ditch – Phase II Contract – Elizabeth Giles

I. Augusta Regional Airport (AGS) – Drainage Ditch Enclosure Phase II Revised CA/CO WA #16 – Elizabeth Giles

J. Augusta Regional Airport (AGS) – Design Taxiway Connectors & Taxiway E WA #15 – Elizabeth Giles

K. Augusta Regional Airport (AGS) – Reconstruct Taxiway F – Change Order #2 – Elizabeth Giles

L. Augusta Regional Airport (AGS) – Commercial Ground Transportation Permit – Amendment 2025 – Tyler Good
   Motion by Commissioner Troutman 2nd by Commissioner Beman to approve Amendment to Commercial Ground Transportation Permit
   No Discussion; Unanimous Ayes; Motion Carries

M. Augusta Regional Airport (AGS) – Fiscal Year 2025 Annual Airport Insurance Renewal – Tyler Good
   Motion by Commissioner Barrett 2nd by Commissioner Sasser to approve Fiscal Year 2025 Annual Airport Insurance Renewal
   No Discussion; Unanimous Ayes; Motion Carries

N. Augusta Regional Airport (AGS) – 1st Amendment to Simkins Land License Agreement – Diane Johnston
   Motion by Commissioner Troutman 2nd by Commissioner Roland to approve 1st Amendment to Simkins Land License Agreement
   Discussion; Unanimous Ayes; Motion Carries

O. Augusta Regional Airport (AGS) – Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc. – Diane Johnston
Motion by Commissioner Fennoy 2nd by Commissioner Barrett to approve Memorandum of Understanding (MOU) between AGS & LogistiWerx, Inc.
No Discussion; Unanimous Ayes; Motion Carries

V. INFORMATION ITEM

A. East Side Operations Pavement – Elizabeth Giles
B. Georgia Airports Association (GAA) Annual Conference & Expo – Lauren Smith
C. Communications Report – Lauren Smith
D. Procurement Purchase Amount Increase – Commissioner Cioffi

VI. COMMISSION COMMENTS/ACTION REQUESTS

A. Discuss Potential 2026 Air Show Date – Commissioner Sasser
Motion by Commissioner Troutman 2nd by Commissioner Beman to allow AirDotShow to have the flexibility to present a date sometime during the month of March, April, or May excluding specifically the two weekends surrounding Masters, and if presented is subject to the approval by the Augusta Aviation Commission.

ADJOURN MEETING

Motion to adjourn by Commissioner Fennoy 2nd by Commissioner Larke
No Discussion; Unanimous Ayes; Motion Carries

Meeting adjourned at 2:28 pm

_____ _____

Ronic West, Chairwoman Date
August Aviation Commission

Administrative Services Committee Meeting

Meeting Date:

2025 – Recreation – Ford Trucks

Department: Central Services – Fleet Management

Presenter: Ron Lampkin; Interim Central Services Director

Caption: Motion to approve the purchase of two vehicles at a total cost of $102,803 from Akins Dodge Ford for the Recreation department.

Background: Central Services-Fleet Management requests the purchase of two vehicles for the Recreation department. Fleet staff located two suitable vehicles on Akins Ford Dodge vehicle lot. Akins Ford Dodge remains lower than that of the state contractor, Allan Vigil Ford.

The new vehicles will replace asset #215147 and asset #994212 that both meet the replacement criteria.

Analysis: The Procurement Department approved the purchase from Akins Dodge Ford via letter of intent to purchase the one Ford F150 and one Ford 250 utilizing Fleet capital acct #272-01-6440/54-22210.

Financial Impact: (1) - Ford F250: Akins Ford Dodge - $56,850.50

(1) - Ford F150: Akins Ford Dodge - $45,952.50

Acct #272-01-6440/54-22210

Alternatives (1) Approve (2) Do not approve

Recommendation: Motion to approve the purchase of two vehicles at a total cost of $102,803 from Akins Dodge Ford for the Recreation department.

REVIEWED AND APPROVED BY: N/A

PROCUREMENT DEPARTMENT

Augusta GEORGIA

Darrell White
Interim Director

LETTER OF INTENT TO PURCHASE VEHICLES FROM AKINS FORD DODGE

This letter of intent dated, **July 25, 2025**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase**: one (1) 2025 Ford F250 and one (1) 2025 Ford F150** for the below listed Department(s):

Vehicles: **one (1) 2025 Ford F250**
one (1) 2025 Ford F150

The specific specifications and pricing information for this purchase are attached.

1. **Buyer**: Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller**: Akins Ford Dodge P.O. Box 280 Winder, GA 30680
3. **Vehicles Total Purchase Price**: $102,803.00

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1) 2025 Ford F250	Augusta Recreation & Parks Department		$56,850.50
One (1) 2025 Ford F150	Augusta Recreation & Parks Department		$45,952.50

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

D White

Darrell White
Interim Director of Procurement
Attachments: Vehicle Purchase Price /Specifications/Quotes

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

Fleet Management
1568-C Broad Street
Augusta GA 30904
Phone: (706) 821-2892

MEMORANDUM

TO: **Darrell White, Interim Director, Procurement Director**

FROM: **Ron Lampkin, Interim Director, Central Services Director**

DATE: **July 23, 2025**

SUBJECT: **Request LOI to purchase two vehicles for the Recreation Department**

Central Services-Fleet Management requests LOI to purchase two vehicles for the Recreation Department. Fleet staff located two suitable vehicles on Akins Ford Dodge vehicle lot. Akins Ford Dodge remains lower than that of the state contractor, Allan Vigil Ford.

Recreation and Parks originally requested two landscape trucks to replace two aging units; however, the bids received for the landscape trucks came in over budget. After consulting with the department, Fleet Management assessed the operational needs and identified a cost-effective solution. We determined that the trucks are more feasible and will help maximize day-to-day operations for landscape crews and can be utilized for other department needs.

Please approve the LOI to purchase the following replacement vehicles from Akins Ford Dodge:

Current Asset	New Asset	Akins Ford Dodge	Allan Vigil	Funding
215147	2025 Ford F250	$56,850.50	$60,095.50	Fleet Capital
994212	2025 Ford F150	$45,952.50	$48,379.50	Fleet Capital

Once the approval is received from Procurement, Fleet Management will prepare the agenda for Commission approval. Once approved we will obtain the purchase order and submit it to the vendor for delivery of assets.

Feel free to contact Fleet Management with any questions or concerns.

RL/ls

BUYER'S ORDER / INVOICE / BILL OF SALE

Akins Ford · Dodge · Chrysler · Jeep

P.O. Box 280 · Winder, GA 30680 · 770-867-9136 · 800-282-7872 · www.akinsford.com · sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES

SALESPERSON: Joshua | PROSPECT #

NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: City of Augusta | STOCK NUMBER: SED10059 | DATE

TYPE - R.F.W.T.L. | FLEET#

STREET ADDRESS	CITY	COUNTY	STATE: GA	ZIP CODE
MAILING ADDRESS	CITY	COUNTY	STATE	ZIP CODE

HOME PHONE	CELL OR PAGER #	OFFICE OR WORK PHONE	E-MAIL ADDRESS

PRIMARY PURCHASER INFORMATION

SOCIAL SECURITY	DRIVER'S LICENSE #	DATE OF BIRTH	NAD #

VEHICLE PURCHASED

TYPE	YEAR	MAKE	MODEL	BODY
NEW	2025	Ford	F-250	Crew-Cab

CYLINDERS	TRANSMISSION	FUEL	COLOR	TRIM	VIN
8	AUTO	Gas	White	XL	1FT7W2BA8SED10059

KEY CODE	OTHER	ODOMETER

TRADE-IN #1

YEAR	MAKE	VIN

MODEL	STOCK NUMBER	ODOMETER	TRADE ALLOWANCE $

PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER

PAYOFF OWED TO	PHONE NUMBER	QUOTED BY

ADDRESS	CITY	STATE	ZIP CODE

TRADE-IN #2

YEAR	MAKE	VIN

MODEL	STOCK NUMBER	ODOMETER	TRADE ALLOWANCE $

PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER

PAYOFF OWED TO	PHONE NUMBER	QUOTED BY

ADDRESS	CITY	STATE	ZIP CODE

LIEN HOLDER

PURCHASED VEHICLE LIEN HOLDER	LIEN HOLDER CODE

ADDRESS	CITY	STATE	ZIP CODE

INSURANCE

COMPANY	POLICY NUMBER

AGENT	PHONE

ADDRESS	CITY	STATE	ZIP CODE

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

BASE PRICE	$52,834.00
liner/steps	$1,465.00
delivery	$150.00
Upfit	$2,401.50
TOTAL PRICE INCLUDING DEALER OPTIONS	$56,850.50
ADJUSTED PRICE INCL DISCOUNT(S)	$56,850.50
GROSS TRADE-IN ALLOWANCE	$0.00
TRADE DIFFERENCE	$56,850.50
SERVICE & DOCUMENTATION FEE	$0.00
TAXABLE AMOUNT	$56,850.50
SALES TAX 0%	$0.00
TAG & TITLE FEE	$0.00
GA WARRANTY RIGHTS FEE (NEW ONLY)	$0.00
PRICE INCLUDING TAX & FEES	$56,850.50
BALANCE OWED ON TRADE(S)	$0.00
TOTAL PURCHASE PRICE W/TRADES	$56,850.50
REBATE(S) ASSIGNED TO DEALER	$0.00
DEPOSIT RECEIPT #	$0.00
CASH DOWN RECEIPT $	$0.00
SERVICE CONTRACT	$0.00
GAP	
UNPAID BALANCE	
NET DUE UPON DEL CASH/CHECK CONTRACT	$56,850.50

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F250 Regular Cab
V8 Long Bed 4X2 (3/4 ton)

SWC #99999-SPD-ES40199373-002

Equipment included in Base price

6.8L V8 Gasoline/E85 Engine
10 Speed Automatic Transmission
Factory Installed A/C
9800# GVWR
AM-FM RadioMP3
8" screen, bluetooth
Power windows, locks, mirrors
Remote keyless entry
40/20/40 Vinyl Bench Seat
Rubber Floor Covering
Full Size Spare Tire
Rear Step Bumper
Solar Tinted Glass
Trailer brake controller
2.5" Receiver Hitch (12.5k)
Tilt Steering Wheel
Rear View Camera
Electric Shift **(4X4 only)**
Cruise control

	Colors Available Exterior	Interior
M7	Carbonized Gray	Gray
PQ	Race Red	Gray
JS	Iconic Silver	Gray
D1	Stone Gray	Gray
UM	Agate Black	Gray
Z1	Oxford White	Gray

FOB Allan Vigil Ford
Delivery $1.50 per mile, $75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Options	Price		Code
Base Price		$ 42,950.00	
6.7L V8 Diesel Engine	10,225.00		99T
6.7L V8 Diesel Eng. Hi output	12,500.00		99M
4X4 Option	5,225.00	$ 5,225.00	F2B
LT245 All-terrain tires	160.00	$ 160.00	TBM
Super Cab Long Bed	5,975.00		X20l
Super Cab Short Bed	5,475.00		X20s
Crew Cab Long Bed	6,725.00		W20l
Crew Cab Short Bed	6,225.00	$ 6,225.00	W20s
Electronic locking axle	595.00	$ 595.00	X3H
Roof Clearance Lights	125.00		592
Brake light mounted Strob	750.00		91S
Cab Steps (running boards)	425.00	$ 425.00	18B
Retractable Bed Side-Step	315.00		87S
Engine block heater	95.00		41H
PTO Transmission -diesel only	270.00		62R
Interior work surface	225.00	$ 225.00	52S
110 AC outlet	275.00		43C
XL Off-road package-4X4 only includes skid plates	940.00	$ 940.00	17Z
R.window defrost-privacy glass	468.00		435/924
Cloth 40/20/40 Bench Seat	595.00		1S
HD Alternator	125.00	$ 125.00	67D
Upfitter Switches	175.00	$ 175.00	66S
Spray-in Bedliner	499.00	$ 499.00	ATK
XLT Pkg Upgrade	6,411.00		XLT
The XLTs are 4X4, 2 wheel drive is not available			
Tailgate Step	599.00		85G
Snow plow prep	335.00		473
Gooseneck hitch(long bed & 4X4 required)	995.00		53W/15J
Dual battery(Diesel engines onl	325.00		86M
2KW Pro Power Onboard-	945.00		43K
Delete pickup bed F250 only	(235.00)		66D
cng/propane prep pkg	350.00		98F

Other vendor added equipment	$ 2,401.50
Delivery	$ 150.00
Total	$ 60,095.50

Contact person _____

Department _____

Phone Number _____
Fax number _____

BUYER'S ORDER / INVOICE / BILL OF SALE

Akins Ford · Dodge · Chrysler · Jeep

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

CUSTOMER INFORMATION FOR TITLE PURPOSES

SALESPERSON: Joshua | PROSPECT #

NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: City of Augusta | STOCK NUMBER: SKE09681 | DATE

TYPE - R.F.W.T.L. | FLEET#

STREET ADDRESS | CITY | COUNTY | STATE: GA | ZIP CODE

MAILING ADDRESS | CITY | COUNTY | STATE | ZIP CODE

HOME PHONE | CELL OR PAGER # | OFFICE OR WORK PHONE | E-MAIL ADDRESS

PRIMARY PURCHASER INFORMATION

SOCIAL SECURITY | DRIVER'S LICENSE # | DATE OF BIRTH | NAD #

VEHICLE PURCHASED

TYPE	YEAR	MAKE	MODEL	BODY
NEW	2025	Ford	F-150	Extended-Cab

CYLINDERS	TRANSMISSION	FUEL	COLOR	TRIM	VIN
4	AUTO	Gas	White	XL	1FTEX1KPXSKE09681

KEY CODE | OTHER | ODOMETER

TRADE-IN #1

YEAR | MAKE | VIN

MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $

PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER

PAYOFF OWED TO | PHONE NUMBER | QUOTED BY

ADDRESS | CITY | STATE | ZIP CODE

TRADE-IN #2

YEAR | MAKE | VIN

MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $

PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER

PAYOFF OWED TO | PHONE NUMBER | QUOTED BY

ADDRESS | CITY | STATE | ZIP CODE

LIEN HOLDER

PURCHASED VEHICLE LIEN HOLDER | LIEN HOLDER CODE

ADDRESS | CITY | STATE | ZIP CODE

INSURANCE

COMPANY | POLICY NUMBER

AGENT | PHONE

ADDRESS | CITY | STATE | ZIP CODE

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

BASE PRICE	$42,024.00
liner/steps	$1,377.00
delivery	$150.00
Upfit	$2,401.50
TOTAL PRICE INCLUDING DEALER OPTIONS	$45,952.50
ADJUSTED PRICE INCL DISCOUNT(S)	$45,952.50
GROSS TRADE-IN ALLOWANCE	$0.00
TRADE DIFFERENCE	$45,952.50
SERVICE & DOCUMENTATION FEE	$0.00
TAXABLE AMOUNT	$45,952.50
SALES TAX 0%	$0.00
TAG & TITLE FEE	$0.00
GA WARRANTY RIGHTS FEE (NEW ONLY)	$0.00
PRICE INCLUDING TAX & FEES	$45,952.50
BALANCE OWED ON TRADE(S)	$0.00
TOTAL PURCHASE PRICE W/TRADES	$45,952.50
REBATE(S) ASSIGNED TO DEALER	$0.00
DEPOSIT RECEIPT #	$0.00
CASH DOWN RECEIPT $	$0.00
SERVICE CONTRACT	$0.00
GAP	
UNPAID BALANCE	
NET DUE UPON DEL CASH/CHECK CONTRACT	$45,952.50

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, LWB

SWC #99999-SPD-ES40199373-002

Equipment included in base price:
2.7L V-6 Engine
10 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Long bed 8'
Power Windows, Locks & Mirrors
Cruise control
P245/70Rx17 Tires
Ford SYNC (Bluetooth)

	Exterior Colors	Interior Color
		Gray
YZ	Oxford White	"
HX	Antimatter Blue	"
B3	Atlas Blue	"
JS	Iconic Silver	"
UM	Agate Black	"
M7	Carbonized Gray	"
		"

FOB Allan Vigil Ford
Delivery- see chart, $75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260
770-968-0680 Phone
678-364-3910 Fax

Options	Price		Code
Base Price		$ 38,993.00	
5.0L V8 Flex Fuel engine	2,350.00		995
3.5L V6 EcoBoost engine**	2,948.00		99G
Extended range fuel tank**	410.00		655
Super Cab (6.5 ft. bed)	5,735.00	$ 5,735.00	X1C
4x4 Option-**Regular cab**	5,225.00		F1E
4X4 Option-**Super&Crew Cabs**	5,525.00		X1E
Crew Cab SWB (5.5 ft bed)	8,765.00		W1Cs
Crew Cab LWB* (6.5 ft bed)	9,995.00		W1C/Long
***** (4x4) ONLY**			
Limited Slip Axle	1,345.00		XL3
Daytime Running Lights	95.00		942
Rear Parking Sencers			
LT265/70R17C A/T tires	562.00		T7C
Class IV Hitch **(w/o tow pkg)**	495.00		53B
Trailer Tow Pkg	1,525.00		53A
Running boards (black)	475.00	$ 475.00	18B
40-20-40 Cloth Split Bench	725.00		CS
Rear window defroster n/a REG	305.00		57Q/924
LED Warning Beacons			
top brake light mounted	950.00		94S
Spray-in Bedliner	625.00	$ 625.00	ATK
Carpeted floor mats	125.00		
XLT Package	6,650.00		303a
Options total			
Other vendor added equipment		$ 2,401.50	
Delivery		$ 150.00	
		$ 48,379.50	
Total			

Contact person _____
Agency _____
Phone Number _____

Administrative Services Committee Meeting

Meeting Date: 08/12/2025

HCD_ Homebuyer Subsidy Request

Department: Augusta, Ga. Housing and Community Development (HCD) Department

Presenter: Charles Jackson (HCD Director) and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) to provide HOME funding to assist low to moderate income homebuyer with gap financing, down payment and closing cost to purchase homes though the Homebuyer Subsidy Program in the amount of $40K.

Background: The City of Augusta's Home Subsidy Program is a loan in the form of a second mortgage. This financial assistance is combined with a primary loan (first mortgage loan) from a participating lending institution and enables a *qualified* first-time home buyer to become a homeowner. The buyer must be a first-time home buyer and the home must become the buyer's primary residence. The program is funded by The Department of Housing and Urban Development (HUD) and administered by The City of Augusta's Housing and Community Development Department (AHCD). The program promotes neighborhood stability by assisting with the gap financing toward the purchase price and closing costs for homes located within the city limits of Augusta and in conjunction with local Community Housing Development Organizations (CHDOs) and employees of Augusta, Georgia.

One application awaiting approval to move forward with the process of becoming homeowners:

1. Homebuyer Subsidy – 1227 Miller Street - Requesting: $40,000 Sales Price: $ 235,000.00

Applicants have a first mortgage from a lending institution but need the Subsidy to complete the process. Once approved, Lenders will schedule closing and the applicants will then become new homeowners in Augusta, Georgia.

Analysis: The approval of the application will enable individual to become homeowner and "Make the American Dream a Reality". Approval will also have a positive impact on the community by increasing the tax base in Augusta, Georgia.

Financial Impact: The City receives funding from the US Housing and Urban Development Department o basis. This approval would be for the amount of $40,000.00.

Alternatives: Do not approve HCD's Request

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide Homebuyer Subsidy to potential homebuyer to assist in becoming a homeowner in Augusta, GA.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Partnership Grant

22107 3212 5225110

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

HOME PROGRAM
HOMEBUYER WRITTEN AGREEMENT

NOTICE TO HOMEBUYER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). Be sure to read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT, made and entered into this ____ day of **_____, 2025** by and between _Princess Evans_____hereinafter referred to as "BORROWER," and **AUGUSTA HOUSING & COMMUNITY DEVLOPMENT** having its principal office at **510 Fenwick, Augusta, Georgia 30901**, hereinafter referred to as "LENDER."

WHEREAS, on _____, the Lender agreed to provide to the Borrower financial assistance to be used in pursuit of the purchase of certain real property hereafter described: **_Map Parcel # 046-4-012-00-0___** and **____1227 Miller Street, Augusta , GA 30901___.**

WHEREAS, a percentage of said financial assistance was provided in the form of a Forgivable Loan, hereinafter referred to as a "LOAN," with said Loan being in the amount of **Forty Thousand dollars 00/100 ($40,000.00)** subject to the condition that the Borrower executes this Agreement.

WHEREAS, the Forgiveness Loan is funded by the U.S. Department of Housing and Urban Development ("hereafter HUD") via the HOME Investment Partnership Program (hereafter "HOME Program"), and restrictions apply to the Borrower when participating in the City of Augusta's Forgiveness Loan Program.

NOW THEREFORE, in consideration of the said Loan and in accordance with the provisions of State of Georgia Statues, the parties do hereby agree as follows:

The Borrower covenants and agrees with the Lender to adhere to the following HOME Program Restrictions imposed on them for the federal assistance provided:

Affordability Period

You must comply with the HOME Program's period of affordability. The period of affordability for the home will be 20 years, based on the amount of direct subsidy to the HOMEBUYER. During this 20-year period, the HOMEBUYER must maintain the home as his/her **principal place of residence** at Princess Evans

all times. During this time the recapture restriction is effective and requires all HOME funds that were provided for the purchase of the home to be repaid to the City, including principal, interest, late fees, and other charges, if you do not occupy the property as your principal residence or if you sell or transfer the property.

Maximum Sales Price

The property may not have a purchase price for the type of single-family housing that exceeds 95% of the median purchase price for the area. It has been verified that the purchase price of the housing does not exceed 95 percent (95%) of the median purchase price of homes for the area, as set forth in 24 CFR Part 92.254(a).

The maximum purchase price is as follows for Augusta Richmond County GA:

Unit #	FHA Limits Pre-Economic Stimulus Act- 2025	
	Existing Homes	New Homes
1 Unit	$ 209,000	$ 253,000
2 Unit	$ 267,000	$ 323,000
3 Unit	$ 323,000	$ 392,000
4 Unit	$ 400,000	$ 485,000
Unadjusted Median Value	$ 219,000	$ 265,945

Appraised property value

The AWARDEE certifies that a certified property appraiser has appraised the property that is the subject of this AGREEMENT at a value of $**_ 235,000.00.**

Principal residence requirement

This agreement shall remain in force throughout the affordability period as long as the home remains the principal residence of the HOMEBUYER. Should the HOMEBUYER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the HOMEBUYER will be in breach of this agreement and will be required to repay the amount awarded, as of the day the home is no longer the principal place of residence of the HOMEBUYER. If the home is sold to another party, the liability of the HOMEBUYER will be limited to the amount of the net proceeds of the sale as set forth below.

_____*Buyer Initials*

Recapture Agreement

This is a mechanism to recapture all or a portion of the direct HOME subsidy if the HOME recipient decide to sell the house within the affordability period at whatever price the market will bear. The recaptured funds will come from the net proceeds if available. Any such repayment as required shall be made to the Lender no later than thirty (30) days following the action that requires the repayment.

Princess Evans

Obligation of Repayment

As security of Borrower's obligation of repayment, and subject to the terms and conditions of this Agreement, the Borrower grants, and the Lender shall and hereby does have, a lien on the real estate hereinafter described in the full amount necessary to satisfy said repayment obligation and the cost, including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is legally described as:

> **ALL THAT LOT OR PARCEL OF LAND,** situated, lying and being in the City of Augusta, Richmond County, Georgia bounded North by _Walton Way. South by __Laney Walker Blvd., East by _15th Street_ and West by _15th Street_. Parcel # _046-4-012-00-0__ Property recorded as __1227 Miller Street, Augusta, GA 30901

Promptly after the date of any sale, transfer or other conveyance of the above describe property, or in the event of a sale by contract for deed, at least ten (10) days prior to the date of such sale; or if the property shall cease to be the Borrower's **principal place of residency**, the Borrower or his/her heirs, executors, or representatives shall give the lender notice thereof.

In the event the Borrower or his/her heirs, executors, or representatives shall fail or refuse to make a required payment within said limited period, the Lender may, with or without notice to the Borrower, foreclose said lien in the same manner as an action of the foreclosure or mortgages upon said real estate, as provided by State Statue.

Ownership of Property

You must hold fee simple title to the property purchased with HOME funds for the duration of your Forgiveness Loan.

Use of HOME funds

The HOMEBUYER agrees that HOME assistance will be used to lower the cost of the home by providing down payment assistance. This will reduce the sales price of the home to the HOMEBUYER and reduce the total amount the HOMEBUYER will be required to borrow in order to purchase the home.

_____*Buyer Initials*

Household Income

You must be an eligible household through the time of filing a loan application with the City or other lender to the escrow closing of the purchase transaction. Income eligibility means that your annual gross household income, adjusted for household size, does not exceed eighty percent (80%) of the Augusta-Aiken median income, as established by HUD.

Princess Evans

Insurance requirement

The HOMEBUYER must at all times during the duration of this AGREEMENT maintain a valid and current insurance policy on the home for the current appraised or assessed value of the home. Failure to maintain a valid and current insurance policy will be considered a breach of this AGREEMENT, and the AWARDEE will have the right to foreclose on its mortgage lien if necessary to protect the HOME Program investment.

Property standards

Pursuant to HOME Program rules, the property that is the subject of this AGREEMENT must meet all State and local housing quality standards and code requirements. If no such standards or codes apply, the property must at a minimum meet the HUD Section 8 Housing Quality Standards/Uniform Physical Condition Standards.

Termination Clause

In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restriction.

Further, if any Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the Prior Security Deed and (ii) the Lender shall not have curved the default under the Prior Security Deed within the 30-day notice sent to the Lender."

This Agreement shall run with the aforementioned real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

If at any time that the City realizes that you have falsified any documentation or information, you may be required by law to pay the full amount of subsidy provided.

_____*Buyer Initials*

Post Purchase Requirement

Homeowner must attend a Post Homeownership Counseling class and submit a certificate of completion to AHCD within the first two years of purchasing the house. AHCD will not release the lien on the property until this requirement has been met.

_____*Buyer Initials*

Princess Evans

IN WITNESS WHEREOF, the Borrower has executed this Forgiveness Loan Repayment Agreement.

_____ Date_____
HOMEBUYER SIGNATURE (**Princess Evans**)

Attest:

Subscribed and sworn to before me _____, 20____.

My Commission Expires _____, 20____.

_____
Notary Signature

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett Johnson
As its Mayor

By: _____ Date: _____
Tameka Allen
As its City Administrator

By: _____ Date:_____
Charles Jackson
As its Interim Director, HCD

SEAL

_____
Lena Bonner
As its Clerk

Princess Evans

Administrative Services Committee Meeting

Meeting Date: 08/12/2025

HCD_Choice Neighborhood Early Action Activities (EAA) Funding Request

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Department: Augusta, Ga. Housing and Community Development (HCD) Department

Presenter: Charles Jackson (HCD Director) and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to the Augusta Housing Authority, Augusta Locally Grown, Black Farm Street, and Greater Augusta Arts Council for the Choice Neighborhood Early Action Activities Grant within Allen Homes.

Background: Augusta's Choice Neighborhood (CN) Early Action Activities (EAA's) are designed to respond to issues brought forward by residents during the planning process with physical neighborhood improvements that demonstrate the commitment to change and help build momentum for the planning process.

Food insecurity, specifically lack of access to fresh produce, was highlighted by residents of Allen Homes and the broader Choice Neighborhood as a major issue during the Needs Assessment process. Additionally, neighborhood beautification and placemaking initiatives were identified as necessary to address the issues of blight and social isolation that residents of Allen Homes expressed. Opportunities for youth residing in the neighborhood to engage in educational and recreational activities were also a top priority identified by residents that the EAA's seek to address. Augusta's CN Early Action Activities (EAAs) propose to install raised Garden Beds at the current Allen Homes neighborhood, the targeted distressed housing site of Augusta's Choice Neighborhood Transformation Plan.

Additionally, Augusta's CN EAAs will incorporate the creation of outdoor gathering space through the introduction of a sunshade structure and benches to allow space for youth programming and neighborhood activities. While the current Allen Homes site is not under consideration for the development of new housing in the Choice Neighborhood, there is a need to create impact in a way that meets residents where they are as the planning and development

process for replacement housing moves forward. With these CN EAA installations, the current Allen Homes site will experience improvements that create a vibrant and welcoming asset within Augusta's Choice Neighborhood project area for the targeted residents to enjoy increased quality of life.

In addition to the Choice Neighborhood garden beds, Augusta's CN EAAs would also include the following:

• Public art installation, in partnership with the Greater Augusta Arts Council.

• Installation of sunshade structure and benches to provide additional community space for residents.

• Installation of Wi-Fi repeaters to expand internet access to residents in the community.

• Revitalization of existing basketball court with new paint and hardware.

• Installation of a Little Free Library to facilitate book lending and to serve as an information distribution point for the CN Project to engage with community members and garner feedback from residents.

Analysis: Approval of the MOUs will allow the partnerships for the Choice Neighborhood Grant to begin.

Financial Impact: HCD will utilize Choice Neighborhood grant funds
Contract amount: $125,000.00

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to the Augusta Locally Grown, Black Farm Street, and Greater Augusta Arts Council for the Choice Neighborhood Early Action Activities Grant.

Funds are available in the following accounts: Choice Neighborhood grant funds:

221073211/5211119 - $10,000

$5,000 for FY2025
$5,000 for FY 2026

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

Memorandum of Understanding

Between
Augusta Housing & Community Development & The Housing Authority of the City of Augusta

Choice Neighborhood Early Action Activities Proposal

This Memorandum of Understanding is made and entered into as of the _____day of _____ 2025 by and between the Housing Authority of the City of Augusta and AugustaRichmond County Housing and Community Development in part to the Choice Neighborhood Initiative Planning Grant (CNI) for Allen Homes apartments located at 526 Hines St., Augusta Geogia 30901. This MOU is intended to address the CNI Early Action Activities (EAA) to be located at Allen Homes. Augusta-Richmond County Housing and Community Development, is a government organization, whose principal place of business is 510 Fenwick Street, Augusta, Georgia 30901 (hereinafter referred to as HCD) and The Housing Authority of the City of Augusta an independent corporation established through a resolution of the City of Augusta, Georgia, authorized by State and Federal legislation, and supervised by the U.S. Department of Housing and Urban Development, whose principal place of business is 1435 Walton Way, Augusta, Georgia 30901 (hereinafter referred to as AHA) will enable a partnership between HCD and AHA to create a comprehensive transformation plan to revitalize severely distressed public housing and/or HUD-assisted housing and the surrounding neighborhood.

Part I. Structure and Purpose of Initiative

The local initiative will be known as the Augusta Housing Authority (AHA) and Augusta (c/o HCD) Choice Neighborhood (CN) Early Action Activities Initiative.

Part II. Partnership Goals

The goal of the Initiative is to partner with AHA within the Allen Homes community is to:

- Foster partnerships through AHA's resources that would benefit the local residents
- HCD and AHA will work together as a team to effectively meet the community's needs within the Allen Homes community.

  This level of collaboration will require thorough and timely communication between all parties.

Part III. Responsibilities of the Parties:

- HCD will be responsible for complying with the Choice Neighborhoods requirements.
- Any physical improvements, modifications, or alterations proposed by HCD or its partners must receive approval from AHA before any work may begin.
- HCD will reimburse AHA from the CNI EAA budget for items procured under this MOU
- HCD will be responsible for creating Gateway enhancements to Allen Homes that mark an entrance to the neighborhood with public art or signage.
- HCD will be responsible for contributing removable murals provided by local artists with

residents' involvement to beautify the community.

- HCD will transform a vacant lot at Allen Homes into a community garden with raised garden beds with an electric water timer, a pergola with gathering spaces to include benches and tables, removable mural art around the garden area, and a shed to store gardening equipment.
- HCD will provide a community book exchange box that will house books that can be exchanged within the community as well as non-perishable food items that can be used by the residents. HCD and/or its partners will provide the books and non-perishable items on a continuous basis.

- This agreement represents the initial entire agreement and understanding between the parties. Any modification of this agreement must be made and signed by authorized representatives of both parties

Part IV. Payment & Fees

AHA agrees to commit a total of $125.000 for the Choice Neighborhood activities toward the community garden beds to include gardening installation, materials and labor, garden bed tools and education, additional installation of fixtures to include a sunshade structure, paintable park benches, Little Library materials, community art installation and artist fees, basketball court materials and labor, Wi-Fi repeater and installation, and site prep and project management.

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD and ALG prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD and AHA shall each identify a primary contact and an alternative contact.

DRAFT

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan, and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
As its Mayor

By: _____ Date:_____
Charles Jackson
Interim Director

By: _____ Date:_____
Jacob Oglesby
Executive Director
The Housing Authority of the
City of Augusta

SEAL

_____
Lena Bonner
As its Clerk

DRAFT

Memorandum of Understanding

Between
Augusta Housing & Community Development & Black Farm Street, Inc.
Choice Neighborhood Early Action Activities Proposal

This Memorandum of Understanding ("MOU") is entered into on the ____day of _____, 2025 by and between the Augusta, GA, (c/o) Housing and Community Development Department (HCD) & Black Farm Street, Inc. (BFS) Black Farm Street, Inc. (BFS) is dedicated to leading the way in sustainable agriculture, empowering farmers, and serving as a hub for knowledge exchange in the agricultural industry. Their mission is to shape a brighter, eco-conscious future for agriculture by providing education, inspiration, and opportunities for active investment in the sustainable food movement.

Augusta's Choice Neighborhood (CN) Early Action Activities (EAAs) are designed to respond to issues brought forward by residents during the planning process with physical neighborhood improvements that demonstrate the commitment to change and help build momentum for the planning process.

Additionally, neighborhood beautification and placemaking initiatives were identified as necessary to address the issues of blight and social isolation that residents of Alle Homes expressed. Opportunities for youth residing in the neighborhood to engage in educational and recreational activities is also a top priority identified by residents that the EAA's seek to address.

Food insecurity, specifically lack of access to fresh produce, was highlighted by residents of Allen Homes and the broader Choice Neighborhood as a major issue during the Needs Assessment process.

The above-named parties to this Memorandum of Understanding recognize the importance of preventing and addressing food insecurity. Housing & Community Development's primary focus is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment.

Part I. Structure and Purpose of Initiative

The local initiative will be known as the Black Farm Street, Inc. (BFS) and Augusta (c/o HCD) Choice Neighborhood (CN) Early Action Activities Initiative. This initiative will provide an alternative access to fresh produce and healthy nutritious food, while helping to eradicate food insecurity.

Part II. Partnership Goals

The goal of the Initiative is to partner with BFS within the Allen Homes community is to:

- Foster partnerships through Augusta Housing and Community Development's resources that would benefit the local residents
- Provide the installation and education of raised garden beds
- Provide access to fresh and healthy produce.

Part III. Responsibilities of the Parties:

It is understood that HCD and BFS will work together as a team to effectively meet the community's needs within the Allen Homes community. This level of collaboration will require thorough and timely communication between all parties.

- BFS to provide a secure location for the community garden/installation
- HCD to provide learning opportunities in conjunction with Black Farm Street, Inc. for patrons, residents, and local business owners.
- HCD to foster partnerships through their resources that would benefit the Allen Home residents.
- BFS to utilize $37,250 toward the garden bed installation, materials and labor, garden bed tools, and gardening education
- BFS to continue to foster partnerships and create a volunteer network which will ensure sustainability of the community garden
- BFS to maintain oversight of the community garden
- BFS to provide staff support and management services of the raised garden beds

Part IV. Payment & Fees

BFS agrees to commit a total of $37,250 for the Choice Neighborhood activities toward the community garden beds to include gardening installation, materials and labor, garden bed tools and education, and installation of fixtures to include a sunshade structure, paintable park benches, and Little Free Library materials.

AUGUSTA'S CHOICE NEIGHBORHOOD EARLY ACTION ACTIVITIES BUDGET DETAILS

Garden Beds Installation Cost Details			
Budget Element	**Unit Cost**	**Number of Units**	**Total Costs**
Garden Beds	**$300**	**12**	**$3,600**
Garden Bed Storage Shed	**$1,600**	**1**	**$1,600**
Palletized Risers	**$62.50**	**24**	**$1,500**
Garden Bed Material	**$750**	**12**	**$9,000**
Garden Bed Tools	**$2,000**	**Misc.**	**$2,000**
Garden Bed Irrigation System	**$2,000**	**1**	**$2,000**
Garden Bed Installation Labor	**$7,800**	**1**	**$7,800**
Gardening Installation and Education	**$20,000**	**1**	**$20,000**
Additional Fixtures Installation Cost Details			
Budget Element	**Unit Cost**	**Number of Units**	**Total Costs**
Sunshade Structure	**$11,500**	**1**	**$11,500**
Paintable Park Benches	**$187.50**	**8**	**$1,500**
Sunshade Structure Installation	**$14,000**	**1**	**$14,000**
Little Free Library Materials	**In Kind**		

Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD and BFS prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD and BFS shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan, and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
As its Mayor

By: _____ Date:_____
Charles Jackson
Interim Director

By: _____ Date:_____
Black Farm Street, Inc.

SEAL

_____
Lena Bonner
As its Clerk

DRAFT

Memorandum of Understanding

Between

Augusta Housing & Community Development & Greater Augusta Arts Council Early Action Activities Proposal

This Memorandum of Understanding ("MOU") is entered into on the ____ day of _____, 2025 by and between the Augusta, GA, (c/o) Housing and Community Development Department (HCD) & Greater Augusta Arts Council, (GAAC) for the purpose of planning, executing, and managing of a temporary mural installation as part of the Choice Neighborhood Project at Allen Homes, located at 526 Hines Street, Augusta, GA. 30901.

The Greater Augusta Arts Council (GAAC) serves as a resource for Augusta's arts community, helping connect arts lovers to the events and programs they are passionate about.

Augusta's Choice Neighborhood (CN) Early Action Activities (EAAs) are designed to respond to issues brought forward by residents during the planning process with physical neighborhood improvements that demonstrate the commitment to change and help build momentum for the planning process.

Additionally, neighborhood beautification and placemaking initiatives were identified as necessary to address the issues of blight and social isolation that residents of Alle Homes expressed. Opportunities for youth residing in the neighborhood to engage in educational and recreational activities is also a top priority identified by residents that the EAA's seek to address.

The above-named parties to this Memorandum of Understanding recognize the need that additional efforts be spent on the development and establishment of public art projects within the geographic area of Augusta to engage in cultural enrichment activities, including traditionally underserved areas. Housing & Community Development's primary focus is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment.

Part I. Structure and Purpose of Initiative

The local initiative will be known as the Greater Augusta Arts Council (GAAC) and Augusta (c/o HCD) Choice Neighborhood (CN) Early Action Activities Initiative. This initiative will provide temporary mural installations following the call for art, selection process, creation and installation of two (2) temporary murals, which includes the commission of one or more artists to design and paint murals on MDF panels, to be installed at Allen Homes. Murals that will later be de-installed and moved to a new, permanent location.

Part II. Partnership Goals

The goal of the Initiative is to partner with GAAC within the Allen Homes community is to:

- Foster partnerships through Augusta Housing and Community Development's resources that would benefit the local residents
- Provide the installation of two (2) temporary art murals

- Showcase the murals on selected structures located in Allen Homes
- Provide access to fresh and healthy produce.

Part III. Responsibilities of the Parties:

It is understood that HCD and GAAC will work together as a team to effectively meet the community's needs within the Allen Homes community. This level of collaboration will require thorough and timely communication between all parties.

HCD's Responsibilities:

- HCD to provide learning opportunities in conjunction with GAAC for patrons and residents
- HCD to foster partnerships through their resources that would benefit the Allen Home residents.
- **Final Approval** - HCD will, based on and in consideration of recommendations made by the Arts Council, decide on final design and/or mural plans, as well as locations of art pieces and/or installations before implementation.
- **Site Preparation** - Once approved by HCD, the Arts Council, along with Allen Homes and/or City Maintenance workers and the select artists, will arrange for the installation of the MDF murals on the pre-approved brick walls.

GAAC's Responsibilities:

- GAAC to provide learning opportunities in conjunction with HCD for patrons and residents
- GAAC to provide a secure location for the community mural locations & set-up
- GAAC to utilize $20,000 for two (2) temporary murals in the Choice Neighborhood Project budget. HCD will consider funding requests for future projects through the regular budgeting process and allocate funding as deemed appropriate.

I. **Call for Artwork** - The Arts Council will plan, create, execute and manage the local call for Artwork. Artwork designs are not to exceed 8' x 8', and shall not exceed the capacities of the brick wall to safely house the mural in cases of extreme weather.

II. **Site Planning** - The Arts Council will draft, develop and formalize criteria for what constitutes an appropriate site for the murals. If sites are deemed appropriate through aforementioned process, the Arts Council will secure potential locations, pending final approval through the HCD.

III. **Installation** - The Arts Council will coordinate the installation and de-installation of all temporary murals. The Arts Council will be responsible for any associated permitting required to safely install the murals. The Arts Council will coordinate any access to nearby power, including any associated fees. The Arts Council will be responsible for ensuring the structural integrity of the murals for the duration of two years. The City will not be responsible for any damage to the artwork during installation or decommission. The City has the right to refuse, repair, or remove any artwork deemed unsafe or unacceptable. The Arts Council will

communicate to the artist any need for repair or removal. The murals will be in place for up to two years. The Arts Council will ensure muralists incorporate necessary project information within their designs.

IV. **Marketing** - The Arts Council will create appropriate marketing channels to promote the murals, the Choice Neighborhood Mural Project**,** and all associated mural events. This includes but is not limited to the design, implementation and management of featured mural profiles on the Arts Councils public art website, the promotion of events highlighting the Choice Neighborhood Mural Project, and retains the right to include the murals in any marketing related to the Choice Neighborhood Mural Project.

V. **Artist Management** - The Arts Council will select artists suitable to participate in the Choice Neighborhood Mural Project, and manage the contracts with the selected artists and all payments to the artists. The selection process will follow and be in compliance with the Public Art Policy, approved by the Commission on November 15, 2016.

VI. **Public Arts Advisory Panel** - The Public Arts Advisory Panel, through and with assistance of the Augusta Recreation and Parks Department will ensure timely communication between the Parties. Out of the selected artists, the Public Arts Advisory Panel, along with the HCD, will prepare a ranked list of the artists from 1 to 10, based on the Public Arts Advisory Panel's expertise as well as public feedback and opinion.

VII. **Recommendation** - Once the Public Arts Advisory Panel and HCD has prepared a ranked list of the artists, the Arts Council will submit the approved list of artists to the HCD for final approval. Included in the recommendation will be written instructions for the care and maintenance of the artwork.

VIII. **Communication and Cooperation** - The Arts Council will work closely with the HCD, Public Art Advisory Panel and Recreation and Parks Department to ensure good communication and cooperative efforts in providing a two new murals for the public to enjoy.

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Part IV. Payment & Fees

HCD agrees to appropriate $20,000.00 to the Arts Council for the purpose of the implementation of two (2) temporary mural installations, including all services identified in Section 3b above

Choice Neighborhood Mural Installation Project Budget

Description		Quantity		Amount	Total
Mural Installation		2		$500	$1,000
Mural Commission		2		$7,250	$14,500
Arts Council Admin		1		$3,000	$3,000
Mural Supplies		2		$750	$1,500
Total					**$20,000**

Final Approval-

HCD will, based on and in consideration of recommendations made by GAAC, decide on final design and/or mural plans, as well as locations of art pieces and/or installations before implementation.

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD and GAAC prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Each party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employee, deputies, officers, or agents, in connection with performing any obligations and/or responsibilities under this MOU. For liability purposes, neither party shall be considered the agent of the other party.

DRAFT

Part VII. Term; Early Termination

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing monthly reports to the participants.

Part IX. Additional Provisions

HCD and GAAC shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan, and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
As its Mayor

By: _____ Date:_____
Charles Jackson
Interim Director

By: _____ Date:_____
Augusta Locally Grown

Name: _____

Title: _____

SEAL

_____
Lena Bonner
As its Clerk

DRAFT

Memorandum of Understanding

Between
Augusta Housing & Community Development & Augusta Locally Grown
Choice Neighborhood Early Action Activities Proposal

This Memorandum of Understanding ("MOU") is entered into on the ____ day of _____, 2025 by and between the Augusta, GA, (c/o) Housing and Community Development Department (HCD) & Augusta Locally Grown, (ALG). Augusta Locally Grown (ALG) is a local organization that promotes small farms and gardens by making their all-natural, locally grown, sustainably-grown fresh foods available for sale in the Augusta community.

Augusta's Choice Neighborhood (CN) Early Action Activities (EAAs) are designed to respond to issues through forward by residents during the planning process with physical neighborhood improvements that demonstrate the commitment to change and help build momentum for the planning process.

Additionally, neighborhood beautification and placemaking initiatives were identified as necessary to address the issues of blight and social isolation that residents of Alle Homes expressed. Opportunities for youth residing in the neighborhood to engage in educational and recreational activities is also a top priority identified by residents that the EAA's seek to address.

Food insecurity, specifically lack of access to fresh produce, was highlighted by residents of Allen Homes and the broader Choice Neighborhood as a major issue during the Needs Assessment process.

The above-named parties to this Memorandum of Understanding recognize the importance of preventing and addressing food insecurity. Housing & Community Development's primary focus is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment.

Part I. Structure and Purpose of Initiative

The local initiative will be known as the Augusta Locally Grown (ALG) and Augusta (c/o HCD) Choice Neighborhood (CN) Early Action Activities Initiative. This initiative will provide an alternative access to fresh produce and healthy nutritious food, while helping to eradicate food insecurity.

Part II. Partnership Goals

The goal of the Initiative is to partner with ALG within the Allen Homes community is to:

- Foster partnerships through Augusta Housing and Community Development's resources that would benefit the local residents
- Provide the installation and education of raised garden beds
- Showcase local food vendors, food trucks, etc.,
- Provide access to fresh and healthy produce.

Part III. Responsibilities of the Parties:

It is understood that HCD and ALG will work together as a team to effectively meet the community's needs within the Allen Homes community. This level of collaboration will require thorough and timely communication between all parties.

- ALG to provide a secure location for the community garden/mobile market set up
- HCD to provide learning opportunities in conjunction with Augusta Locally Grown for patrons, residents, and local business owners.
- HCD to foster partnerships through their resources that would benefit the Allen Home residents.
- ALG to utilize $37,250 toward the garden bed installation materials and labor, garden bed tools, and gardening installation and education
- ALG to continue to foster partnerships and create a volunteer network which will ensure sustainability of the community garden
- ALG to establish and organize the mobile market
- ALG to maintain oversight of the community garden
- ALG to provide staff support and management service to operate the mobile market

Part IV. Payment & Fees

ALG agrees to commit a total of $37,250 for the Choice Neighborhood activities toward the community garden beds to include gardening installation, materials and labor, garden bed tools and education, and additional installation of fixtures to include a sunshade structure, paintable park benches, and Little Library materials.

AUGUSTA'S CHOICE NEIGHBORHOOD EARLY ACTION ACTIVITIES BUDGET DETAILS

Garden Beds Installation Cost Details			
Budget Element	**Unit Cost**	**Number of Units**	**Total Costs**
Garden Beds	**$300**	**12**	**$3,600**
Garden Bed Storage Shed	**$1,600**	**1**	**$1,600**
Palletized Risers	**$62.50**	**24**	**$1,500**
Garden Bed Material	**$750**	**12**	**$9,000**
Garden Bed Tools	**$2,000**	**Misc.**	**$2,000**
Garden Bed Irrigation System	**$2,000**	**1**	**$2,000**
Garden Bed Installation Labor	**$7,800**	**1**	**$7,800**
Gardening Installation and Education	**$20,000**	**1**	**$20,000**
Additional Fixtures Installation Cost Details			
Budget Element	**Unit Cost**	**Number of Units**	**Total Costs**
Sunshade Structure	**$11,500**	**1**	**$11,500**
Paintable Park Benches	**$187.50**	**8**	**$1,500**
Sunshade Structure Installation	**$14,000**	**1**	**$14,000**
Little Free Library Materials	**In Kind**		

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD and ALG prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twelve (12) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD and ALG shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan, and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

DRAFT

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above:

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
As its Mayor

By: _____ Date:_____
Charles Jackson
Interim Director

By: _____ Date:_____
Augusta Locally Grown

Name: _____

Title: _____

SEAL

_____
Lena Bonner
As its Clerk

DRAFT

Administrative Services Committee Meeting

Meeting Date: 08/12/2025

FY 2023 Continuum of Care (CoC) Grant # GA0101L4B042316

Department: Augusta, Ga. Housing and Community Development (HCD) Department

Presenter: Charles Jackson (HCD Director) and/or HCD Staff

Caption: Motion to Authorize the Mayor, as Augusta's Certifying Official, accept the City of Augusta, GA FY 2023 CoC Intake and Referral Service Project Grant GA0101L4B042316 Agreement and execute all forms associated with the grant agreement, to include but not limited to: the agreement and Certifications of Consistency (HUD 2991).

Background: Each year, the City of Augusta's HCD Department applies to HUD through an annual Notice of Funding Availability (NOFA) for the Continuum of Care Programs. This application is not an Entitlement Grant but a competitive application process. These funds are used to support the Homeless Information Management System (HMIS), for administrative services, supplies and to provide technical support to the City of Augusta's collaborating homeless service agencies. This grant is renewed each year at roughly the same amount of at the same time and same period of performance starting on October 1 and ending of September 30 of the following calendar year.

Analysis: Approval of this request will allow the City of Augusta-Richmond County and its Project Partners to continue providing comprehensive services to the homeless population of Augusta-Richmond County.

Financial Impact: HUD's total funding obligation authorized by this Augusta, Ga Intake and Referral Services Grant is $184,475.00 with $172,407.00 allocated to operating the Homeless Management Information System (HMIS) and the remaining $12,068.00 allocated to administrative costs. This grant is in effect for a term of twelve (12) months with a performance period that starts on 1 October 2024 and ends on 30 September 2025.

Alternatives: N/A

Recommendation: Motion to Authorize the Mayor, as Augusta's Certifying Official, accept the City of Augusta, GA FY 2023 CoC Intake and Referral Service Project Grant GA0101L4B042316 Agreement and execute all forms associated with the grant agreement, to include but not limited to: the agreement and Certifications of Consistency (HUD 2991).

Funds are available in the following accounts: 221073219- 3311115- HUD GRANT REIMB - $184,475.00

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 Forsyth Street, SW
Atlanta, GA 30303

Grant Number: Multiple Projects
Recipient's Name: Augusta, Georgia
Tax ID Number: 58-2204274
Unique Entity Identifier [SAM]: ZH93N1J4TBE8
Federal Award Date:

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Augusta, Georgia (the "Recipient"). This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)

2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and

5. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is $184,475, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
GA0101L4B042316	12 months	10-01-2024 - 09-30-2025	$184,475

a. Continuum of Care planning activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$0
f. Rental assistance	$0
g. Supportive services	$0
h. Operating costs	$0
i. Homeless Management Information System	$172,407
j. VAWA	$0
k. Rural	$0
l. Admin Costs	$12,068
m. Relocation Costs	$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Roxanne McIver
(Signature)

Digitally signed by Roxanne McIver
Date: 2024.09.26 17:49:41 -04'00'

Roxanne McIver, Director
(Typed Name and Title)

(Date)

RECIPIENT

Augusta, Georgia
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

U.S. Department of Housing and Urban Development

Atlanta Office
Community Planning and Development
Martin Luther King Jr. Federal Office Building
77 Forsyth St. SW, Terrace Level
Atlanta, GA 30303

September 26, 2024

Mr. Hawthorne Welcher
Director
Housing and Community Development
City of Augusta
510 Fenwick Street
Augusta, GA 30901

Dear Mr. Welcher:

SUBJECT: Transmittal of FY2023 CoC Renewal Grant Agreement
Grant Number: GA0101L4B042316

Congratulations on your award under the Department of Housing and Urban Development's 2023 Continuum of Care Program funding competition. Addressing homelessness is one of the Department's top priorities and these projects will make a significant contribution toward supporting a continuum of care system in your community.

Our goal is to process your renewal grants as expeditiously as possible. This transmittal includes important instructions for processing your grant agreement and additional information regarding the administration of CoC program funds.

Attached is the CoC grant agreement, which includes your renewal grants for 2023. Once executed, the grant agreement will be in effect for the grant period of performance. It contains relevant project information such as the project number, period of performance, grant award amount, and grant Budget Line Item (BLI) amounts.

Please execute the grant agreement in accordance with the instructions provided and once executed, **email a PDF** of the grant agreement to Atlantacocgrants@hud.gov. Please retain a copy for your records.

Important Instructions—

- **The signatory to the agreement must match the approving official in *e-snaps*.** Our office cannot process any grants with discrepancies. This is found in each grantee's Applicant Profile in *e-snaps*.

- **Financial Information** is only required if your organization has made staffing or banking changes. Please ensure that the appropriate staff have eLOCCs access. The Financial Instructions (eLOCCS and Secure System) are referenced in the links below for your use. Please complete these forms, only as needed, and submit them to our Office for processing. All eLOCCS guides and forms are available here: eLOCCS Quick Reference Guide | HUD.gov / U.S. Department of Housing and Urban Development (HUD)

- **Funds may only be drawn down after full execution of the grant agreement, after the expiration of the prior grant's period of performance and the start of the renewal grant's period of performance.**

- **Your UNIQUE ENTITY IDENTIFIER (UEI) NUMBER (formerly DUNS) must be active in SAMS.** Currently, the system shows that **your UEI is active.** It is your responsibility to ensure your UEI status remains active for all of your grants, regardless of the operating start date. **https://www.sam.gov/SAM/**

Administering CoC Program Funds: Additional Information and Reminders—

- **FY2023 CoC NOFO:** Your 2023 CoC funds must be administered in accordance with the FY2023 CoC NOFO, available here, and the issues and conditions contained in the grant agreement.

- **Definition of "Homelessness" and Recordkeeping Requirements:** A helpful summary of the CoC Criteria for Defining Homelessness and the corresponding Recordkeeping Requirements is available here: At a Glance_Criteria and Recordkeeping Requirements for Definition of Homeless (hudexchange.info).

- **Annual Performance Reporting (APR):** Recipients of CoC funding required to submit an Annual Performance Report (APR) electronically to HUD every operating year in the in the Sage HMIS Reporting Repository. Final eLOCCS voucher requests and the final APR submission through Sage is due no later than 90 days after the period of performance end date. To assist you with this reporting, please take note of the following resources:
  - Sage CoC APR Guidebook for CoC Grant-Funded Programs
  - Sage HMIS Reporting Repository User Manual
  - Additional guides, tools, and training is available here.

- **Match:** Recipients of new and renewal CoC Program grants must adhere to 24 CFR 578.73 and 2 CFR 200.306. Recipients must match the total grant, except leasing, with no less than 25 percent cash or in-kind contributions from other sources and match must be used for the eligible CoC Program costs outlined in Subpart D of the CoC Program interim rule. 2 CFR 578.97(c) provides that rents and occupancy charges collected by the recipient or subrecipient from program participants are program income. The 2023 Consolidated Appropriations Act permits CoC Program grants awarded from FY 2015 through FY 2023 to use program income as match provided the costs are eligible CoC costs that supplement the recipient's CoC program (see Division L, Title II, Sec. 226 of

the Consolidated Appropriations Act of 2023, at https://www.congress.gov/117/bills/hr2617/BILLS-117hr2617enr.pdfh).

- **Build America, Buy America:** The Build America, Buy America (BABA) Act requires any public infrastructure project funded by any Federal Financial Assistance (FFA) apply a domestic content procurement preference, meaning that all iron, steel, manufactured products, and construction materials used in the infrastructure project have been produced in the United States, unless the awarding agency has issued a waiver of this requirement. This is called the "Buy America Preference" (BAP). For more information, including whether the BAP applies to your project, please consult Notice CPD 23-12 or any superseding notice.

- **Preventing Waste, Fraud, and Abuse and Whistleblower Protections:** Please be reminded to comply with HUD's waste, fraud, and abuse requirements, including whistleblower protections. More information, or to access the portals to report waste, fraud, or abuse or to make a retaliation complaint, is available on the HUD Office of Inspector General website here. The Government Accountability Office (GAO) also maintains an Anti-fraud Resource page, with resources for understanding, combatting, and reporting federal fraud, here. Please ensure that this information is available to your employees and applicants.

- **Federal Funding Accountability and Transparency Act (FFATA):** In accordance with 2 CFR Chapter 1, Part 170, prime awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-award equal to or greater than $30,000 in Federal funds that does not include recovery funds. The FFATA Sub-award Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime recipients and prime sub-recipients/contractors) use to capture and report sub-recipient/contractor awards and executive compensation data. For FSRS reporting at HUD, prime recipient awardees will report against sub-recipient/contractor awarded. Additional information regarding the FFATA Act requirements, and the reporting tool, can be found on the FSRS website, at www.fsrs.gov.

- **Environmental Review:** Activities under the CoC program are subject to environmental review by a responsible entity under HUD regulations at 24 CFR part 58. Environmental reviews for an activity may be completed after the award but must be completed prior to the execution of the grant agreement if an environmental review for that particular activity has not been completed within 5 years. HUD recommends a new environmental review is conducted every five years or sooner if/when environmental conditions change or there is a change to the project. These one-page resources provide step-by-step instructions for determining the level of environmental review required and links to all the required forms:
  - Part 58 environmental flowchart
  - Part 50 environmental flowchart

  HUD has published a series of FAQs relating to environmental review requirements. To access these resources, please follow the link below and select "Environmental Review" from the Topics section: https://www.hudexchange.info/coc/faqs/. We also encourage you to visit the CoC

Program Environmental Review Resources page here and the Office of Environment and Energy (OEE) webpage here.

HUD congratulates your organization on your grant award, and we look forward to assisting you in administering your grants and accomplishing your program goals. If you have any questions or need further information or assistance, please contact LaQuanta Pressley, Community Planning and Development Representative, at laquanta.q.pressley@hud.gov.

Sincerely,

Roxanne McIver

Roxanne McIver
Director
Atlanta Office of Community Planning and Development

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Augusta Housing and Community Development

Project Name: Augusta CoC Planning Grant

Location of the Project: 510 Fenwick Street Augusta, GA 30901

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).
HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

Administrative Services Committee

Meeting Date: 08/12/2025

HCD_ 2024 CoC Renewal Grant Agreement

Department:	Augusta, Ga. Housing and Community Development (HCD) Department
Presenter:	Charles Jackson (HCD Director) and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department (HCD) to accept award from the Department of Housing and Urban Development's 2024 Continuum of Care Program.
Background:	Yearly, the City of Augusta's Housing and Community Development (HCD) Department applies to HUD through an annual Notice of Funding Availability (NOFA) for the Continuum of Care Programs. This award in not an Entitlement Grant but a competitive application. These funds are used to support the Homeless Information Management System (HMIS), for administrative services, supplies and to provide technical support to the City of Augusta's collaborating homeless service agencies. .
Analysis:	Approval will allow the City of Augusta, in partnership with local non-profit community partner agencies, to continue providing these comprehensive services to the homeless population of Augusta-Richmond County
Financial Impact:	HCD will receive $ 194,819 to fund the operation of HMIS.
Alternatives:	Do not approve HCD's Request
Recommendation:	Motion to approve Housing and Community Development Department (HCD) to accept award from the Department of Housing and Urban Development's 2024 Continuum of Care Program.
Funds are available in the following accounts:	221073219-3311115
REVIEWED AND APPROVED BY:	Procurement Finance Law Administrator

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
77 Forsyth Street, SW
Atlanta, GA 30303

Grant Number: GA0101L4B042417
Recipient's Name: Augusta, Georgia
Tax ID Number: 58-2204274
Unique Entity Identifier [SAM]: ZH93N1J4TBE8
Federal Award Date: 7/21/2025

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Augusta, Georgia (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024);

2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

4. the Notice of Funding Opportunity for FY 2024 and FY 2025 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO) except for references in the NOFO to Executive Orders that have since been repealed;

5. all current Executive Orders; and

6. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is $194,819, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	Grant Term	Performance Period	Budget Period	Total Amount
GA0101L4B042417	12 months	10-01-2025 - 09-30-2026	10-01-2025 - 09-30-2026	$194,819

allocated between budget line items as follows:

a. Continuum of Care Planning Activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$0
f. Rental assistance	$0
g. Supportive services	$0
h. Operating costs	$0
i. Homeless Management Information System	$182,751
j. Administrative costs	$12,068
k. Relocation costs	$0
l. VAWA Costs	$0
m. Rural Costs	$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule, incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

(Signature)

Basil Beckford, Acting Director
(Typed Name and Title)

July 21, 2025
(Date)

RECIPIENT

Augusta, Georgia
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

Addendum #1

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Indirect Cost Information for Award Applicant/Recipient

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient: Augusta, Georgia

3. Indirect Cost Rate Information for the Applicant/Recipient:
Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a de minimis rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, if required, has been approved by the cognizant agency for indirect costs.

Agency/department/ major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate

4. Submission Type (check only one):
☒ Initial submission ☐ Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:
**Under penalty of perjury, I certify on behalf of the Applicant/Recipient that
(1) all information provided on this form is true, complete, and accurate, and
(2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: _____

Date: _____

Name:

Title:

**Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients. The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, “15%”), the type of direct cost base to be used (for example, “MTDC”), and the type of rate (“predetermined,” “final,” “fixed,” or “provisional”). If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied. If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

U.S. Department of Housing and Urban Development

Atlanta Office
Community Planning and Development
Martin Luther King Jr. Federal Office Building
77 Forsyth St. SW, Terrace Level
Atlanta, GA 30303

Mr. Charles Jackson
HCD Interim Director
Housing and Community Development
City of Augusta
510 Fenwick Street
Augusta, GA 30901

Dear Mr. Jackson:

SUBJECT: Transmittal of FY2024 CoC Renewal Grant Agreement
Grant Number: GA0101L4B042417

Congratulations on your award under the Department of Housing and Urban Development's 2024 Continuum of Care Program funding competition. Addressing homelessness is one of the Department's top priorities and these projects will make a significant contribution toward supporting a continuum of care system in your community.

Our goal is to process your renewal grants as expeditiously as possible. This transmittal includes important instructions for processing your grant agreement and additional information regarding the administration of CoC program funds.

Attached is the CoC grant agreement, which includes your grant for 2024. Once executed, the grant agreement will be in effect for the grant period of performance. It contains relevant project information such as the project number, period of performance, grant award amount, and grant Budget Line Item (BLI) amounts.

Please execute the grant agreement in accordance with the instructions provided and once executed, **email a PDF** of the grant agreement to Atlantacocgrants@hud.gov. Please retain a copy for your records.

Important Instructions—

- **The signatory to the agreement must match the approving official in *e-snaps*.** Our office cannot process any grants with discrepancies. This is found in each grantee's Applicant Profile in *e-snaps*.

- New for FY2024, the authorized official **must** complete the **Indirect Cost Rate Addendum** to each agreement. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Complete this section in full by applying the authorized official's name, title, date, and signature. The selection reflected in the Indirect Cost Rate Addendum should match what was stated in the project application as it relates to the indirect cost rate

- **Financial Information** is only required if your organization has made staffing or banking changes. Please ensure that the appropriate staff have eLOCCs access. The Financial Instructions (eLOCCS and Secure System) are referenced in the links below for your use. Please complete these forms, only as needed, and submit them to our Office for processing.

- **Funds may only be drawn down after full execution of the grant agreement, after the expiration of the prior grant's period of performance and the start of the renewal grant's period of performance.**

- **Your UNIQUE ENTITY IDENTIFIER (UEI) NUMBER (formerly DUNS) must be active in SAMS.** Currently, the system shows that **your UEI is active.** It is your responsibility to ensure your UEI status remains active for all of your grants, regardless of the operating start date. **https://www.sam.gov/SAM/**

Administering CoC Program Funds: Additional Information and Reminders—

- **FY2024 CoC NOFO:** Your 2024 CoC funds must be administered in accordance with the FY2024 CoC NOFO, available here, and the issues and conditions contained in the grant agreement. The CoC Interim Rule is available in 24 CFR §578 here.

- **Definition of "Homelessness" and Recordkeeping Requirements:** A helpful summary of the CoC Criteria for Defining Homelessness and the corresponding Recordkeeping Requirements is available here: At a Glance_Criteria and Recordkeeping Requirements for Definition of Homeless (hudexchange.info).

- **CoC Virtual Binders:** CoC Virtual Binders (available here) cover foundational topics from the CoC program, with the goal to transfer basic knowledge to grantees in order to more successfully administer their projects. Each binder reflects a range of learning styles and offers a variety of ways to interact with the topics.

- **Annual Performance Reporting (APR):** Recipients of CoC funding required to submit an Annual Performance Report (APR) electronically to HUD every operating year in the in the Sage HMIS Reporting Repository. Final eLOCCS voucher requests and the final APR submission through Sage is due no later than 90 days after the period of performance end date. To assist you with this reporting, please take note of the following resources:
  - Sage CoC APR Guidebook for CoC Grant-Funded Programs
  - Sage HMIS Reporting Repository User Manual
  - Additional guides, tools, and training is available here.

- **Match:** Recipients of new and renewal CoC Program grants must adhere to 24 CFR 578.73 and 2 CFR 200.306. Recipients must match the total grant, except leasing, with no less than 25 percent cash or in-kind contributions from other sources and match must be used for the eligible CoC Program costs outlined in Subpart D of the CoC Program interim rule. 2 CFR 578.97(c) provides that rents and occupancy charges collected by the recipient or subrecipient from program participants are program income. The 2023 Consolidated Appropriations Act permits CoC Program grants awarded from FY 2015 through FY 2023 to use program income as match provided the costs are eligible CoC costs that supplement the recipient's CoC program (see Division L, Title II, Sec. 226 of the Consolidated Appropriations Act of 2023, at https://www.congress.gov/117/bills/hr2617/BILLS-117hr2617enr.pdfh).

- **Quarterly Draw Requirement:** The CoC program regulation "timeliness standards" at 24 CFR §578.85 require recipients to draw down funds at least once per quarter of the program year, after eligible activities commence

- **Build America, Buy America:** The Build America, Buy America (BABA) Act requires any public infrastructure project funded by any Federal Financial Assistance (FFA) apply a domestic content procurement preference, meaning that all iron, steel, manufactured products, and construction materials used in the infrastructure project have been produced in the United States, unless the awarding agency has issued a waiver of this requirement. This is called the "Buy America Preference" (BAP). For more information, including whether the BAP applies to your project, please consult Notice CPD 23-12 or any superseding notice.

- **Preventing Waste, Fraud, and Abuse and Whistleblower Protections:** Preventing waste, fraud, and abuse of Federal funds is a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form.
  Please be reminded of the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. Grantee must inform employees in writing of their rights and remedies.

- **Federal Funding Accountability and Transparency Act (FFATA):** The FFATA Subaward Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime grant recipients and prime contractors) use to capture and report subaward and executive compensation data to meet the FFATA reporting requirements. For FSRS reporting, prime awardees will report on all subawards they make. In accordance with 2 CFR part 170, prime awardees awarded a Federal grant are **required** to file a FFATA subaward report by the end of the month following the month in which the prime awardee awards any subaward

equal to or greater than $30,000 in Federal funds. Additional information can be found on the FSRS website, at https://www.fsrs.gov/.

- **Environmental Review:** Activities under the CoC program are subject to environmental review by a responsible entity under HUD regulations at 24 CFR part 58. Environmental reviews for an activity may be completed after the award but must be completed prior to the execution of the grant agreement if an environmental review for that particular activity has not been completed within 5 years. HUD recommends a new environmental review is conducted every five years or sooner if/when environmental conditions change or there is a change to the project. These one-page resources provide step-by-step instructions for determining the level of environmental review required and links to all the required forms:
  - Part 58 environmental flowchart
  - Part 50 environmental flowchart

  HUD has published a series of FAQs relating to environmental review requirements. To access these resources, please follow the link below and select "Environmental Review" from the Topics section: https://www.hudexchange.info/coc/faqs/. We also encourage you to visit the CoC Program Environmental Review Resources page here and the Office of Environment and Energy (OEE) webpage here.

HUD congratulates your organization on your grant award, and we look forward to assisting you in administering your grants and accomplishing your program goals. If you have any questions or need further information or assistance, please contact LaQuanta Pressley, Community Planning and Development Representative, at laquanta.q.pressley@hud.gov.

Sincerely,

Basil H. Beckford

Basil Beckford
Acting Director
Atlanta Office of Community Planning and Development

Administrative Services Committee Meeting

Meeting Date: 08/12/2025

FY 2023 Continuum of Care (CoC) Grant # GA 0487L4B042300

Department:	Augusta, Ga. Housing and Community Development (HCD) Department
Presenter:	Charles Jackson (HCD Director) and/or HCD Staff
Caption:	Motion to Authorize the Mayor, as Augusta's Certifying Official, accept the City of Augusta, Ga FY 2023 CoC Planning Project Grant GA0487L4B042300 Agreement and execute all forms associated with the grant agreement, to include but not limited to: the agreement, and Certifications of Consistency (HUD 2991).
Background:	The Continuum of Care (CoC) Program is designed to promote a community-wide commitment to the goal of ending homelessness; to provide funding for efforts by nonprofit providers, States, Indian Tribes or Tribally Designated Housing Entities [as defined in section 4 of the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4103) (TDHEs)], and local governments to quickly rehouse individuals and families experiencing homelessness, persons experiencing trauma or a lack of safety related to fleeing or attempting to flee domestic violence, dating violence, sexual assault, and stalking, and youth experiencing homelessness while minimizing the trauma and dislocation caused by homelessness; to promote access to and effective utilization of mainstream programs by homeless individuals and families, and to optimize self-sufficiency among those experiencing homelessness.
Analysis:	Approval of this request will allow the city of Augusta-Richmond County and its Project Partners to continue providing comprehensive services to the homeless population of Augusta-Richmond County.
Financial Impact:	HUD's total funding obligation authorized by this grant is $42,320.00 allocated to "CoC Planning Activities" under Grant GA0487L4B042300 for a term of twelve (12) months. The period of performance for this grant starts

on 1 January 2025 and ends on 31 December 2025. The budget period f
this grant starts on 1 January 2025 and ends on 31 December 2025.

Alternatives: N/A

Recommendation: Motion to Authorize the Mayor, as Augusta's Certifying Official, accept the City of Augusta, Ga FY 2023 CoC Planning Project Grant GA0487L4B042300 Agreement and execute all forms associated with the grant agreement, to include but not limited to: the agreement, and Certifications of Consistency (HUD 2991).

Funds are available in the following accounts: 221073219- 3311115- HUD GRANT REIMB - $42,320.00

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: CSRA Economic Opportunity Authority, Inc.

Project Name: Centralized Intake and Assessment

Location of the Project: 1261 Green Street, Augusta, Georgia 30903

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).
HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Family Counseling Center of the CSRA

Project Name: FCC's Health and Homes Program

Location of the Project: 1120 Marks Church Road, Augusta, Georgia 30909

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

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HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: SAFEHOMES of Augusta

Project Name: DV Bonus RRH Project

Location of the Project: P.O. Box 3187 Augusta, Georgia 30914

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).
HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

Augusta GEORGIA

Housing & Community Development Department

Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

16 January 2024

CPD Field Office Staff
U.S. Department of Housing and Urban Development
GA State Office of CPD
40 Marietta St., NW, 15th Floor
Atlanta, GA 30303-9812

Subject: FY 2023 Continuum of Care NOFA
Grant Number GA0487L4B042300
Augusta Intake and Referral Services Renewal
GA-504 Continuum of Care Application

Dear CPD Field Office Staff:

The City of Augusta, through the Augusta Housing and Community Development Department, is pleased to provide the cash match for the FY2023 Continuum of Care Intake and Referral Project Application (Grant Number: GA0487L4B042300) in the amount of $11,000 as outlined in the application submission.

Augusta Georgia will commit the $11,000 in cash match beginning on April 1, 2024, for the FY2023 CoC Intake and Referral Services Renewal Application, if funded by HUD. This Match commitment will cover the period of performance for the grant (April 1, 2024, to March 31, 2025). This Match commitment will consist of the necessary staff support for the implementation in training, financial grant management, staff supervision and grant reporting.

We are grateful for this opportunity, as this I&R grant will allow continued funding to support dedicated HMIS services to support permanent housing placement for vulnerable members of our community.

Please contact me should you have any questions,

Sincerely,

Hawthorne E. Welcher, Jr.
Director
Augusta Housing and Community Development

U.S. Department of Housing and Urban Development

Atlanta Office
Community Planning and Development
Martin Luther King Jr. Federal Office Building
77 Forsyth St. SW, Terrace Level
Atlanta, GA 30303

April 16, 2025

Mr. Hawthorne Welcher
Director
Housing and Community Development
City of Augusta
510 Fenwick Street
Augusta, GA 30901

Dear Mr. Welcher:

SUBJECT: Transmittal of FY2023 CoC Renewal Grant Agreement
Grant Number: GA0487L4B042300

Congratulations on your award under the Department of Housing and Urban Development's 2023 Continuum of Care Program funding competition. Addressing homelessness is one of the Department's top priorities and these projects will make a significant contribution toward supporting a continuum of care system in your community.

Our goal is to process your renewal grants as expeditiously as possible. This transmittal includes important instructions for processing your grant agreement and additional information regarding the administration of CoC program funds.

Once executed, the grant agreement will be in effect for the grant period of performance. It contains relevant project information such as the project number, period of performance, grant award amount, and grant Budget Line Item (BLI) amounts.

Please execute the grant agreement in accordance with the instructions provided and once executed, **email a PDF** of the grant agreement to Atlantacocgrants@hud.gov. Please retain a copy for your records.

Important Instructions—

- **The signatory to the agreement must match the authorized official in *e-snaps*.** Our office cannot process any grants with discrepancies. This is found in each grantee's Applicant Profile in *e-snaps*.

- New for FY2023, the authorized official **must** complete the **Indirect Cost Rate Addendum** to each agreement. Please mark one (and only one) checkbox to reflect how indirect costs will be calculated and charged under the grant. Complete this section in full by applying the authorized official's name, title, date, and signature. The selection

reflected in the Indirect Cost Rate Addendum should match what was stated in the project application as it relates to the indirect cost rate.

- **Financial Information** is only required if your organization has made staffing or banking changes. Please ensure that the appropriate staff have eLOCCs access. The Financial Instructions (eLOCCS and Secure System) are available here. Please complete these forms, only as needed, and submit them to our Office for processing.

- **Funds may only be drawn down after full execution of the grant agreement, after the expiration of the prior grant's Period of Performance and the start of the renewal grant's Period of Performance.**

- **Your UNIQUE ENTITY IDENTIFIER (UEI) NUMBER (formerly DUNS) must be active in SAMS** (https://www.sam.gov/SAM/). Currently, the system shows that **your UEI is active.** Please ensure that your UEI status remains active for the entire Period of Performance.

Administering CoC Program Funds: Additional Information and Reminders—

- **FY2023 CoC NOFO:** Your 2023 CoC funds must be administered in accordance with the FY2023 CoC NOFO, available here, and the issues and conditions contained in the grant agreement. The CoC Interim Rule is available in 24 CFR §578 here.

- **Definition of "Homelessness" and Recordkeeping Requirements:** A helpful summary of the CoC Criteria for Defining Homelessness and the corresponding Recordkeeping Requirements is available here: At a Glance_Criteria and Recordkeeping Requirements for Definition of Homeless (hudexchange.info).

- **CoC Virtual Binders:** CoC Virtual Binders (available here) cover foundational topics from the CoC program, with the goal to transfer basic knowledge to grantees in order to more successfully administer their projects. Each binder reflects a range of learning styles and offers a variety of ways to interact with the topics.

- **Annual Performance Reporting (APR):** Recipients of CoC funding required to submit an Annual Performance Report (APR) electronically to HUD every operating year in the in the Sage HMIS Reporting Repository. Final eLOCCS voucher requests and the final APR submission through Sage is due no later than 90 days after the period of performance end date. To assist you with this reporting, please take note of the following resources:
  - Sage CoC APR Guidebook for CoC Grant-Funded Programs
  - Sage HMIS Reporting Repository User Manual
  - Additional guides, tools, and training is available here.

- **Match:** Recipients of new and renewal CoC Program grants must adhere to 24 CFR 578.73 and 2 CFR 200.306. Recipients must match the total grant, except leasing, with no less than 25 percent cash or in-kind contributions from other sources and match must be used for the eligible CoC Program costs outlined in Subpart D of the CoC Program interim rule. 2 CFR 578.97(c) provides that rents and occupancy charges collected by the

recipient or subrecipient from program participants are program income. The 2023 Consolidated Appropriations Act permits CoC Program grants awarded from FY 2015 through FY 2023 to use program income as match provided the costs are eligible CoC costs that supplement the recipient's CoC program (see Division L, Title II, Sec. 226 of the Consolidated Appropriations Act of 2023, at https://www.congress.gov/117/bills/hr2617/BILLS-117hr2617enr.pdfh).

- **Quarterly Draw Requirement:** The CoC program regulation "timeliness standards" at 24 CFR §578.85 require recipients to draw down funds at least once per quarter of the program year, after eligible activities commence

- **Build America, Buy America:** The Build America, Buy America (BABA) Act requires any public infrastructure project funded by any Federal Financial Assistance (FFA) apply a domestic content procurement preference, meaning that all iron, steel, manufactured products, and construction materials used in the infrastructure project have been produced in the United States, unless the awarding agency has issued a waiver of this requirement. This is called the "Buy America Preference" (BAP). For more information, including whether the BAP applies to your project, please consult Notice CPD 23-12 or any superseding notice.

- **Preventing Waste, Fraud, and Abuse and Whistleblower Protections:** Preventing waste, fraud, and abuse of Federal funds is a shared responsibility and any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form.
  Please be reminded of the Whistleblower Protection requirements contained in 41 U.S.C. § 4712, which, as amended, protect employees of a government contractor, subcontractor, grantee, and subgrantee from retaliation or reprisal as a result of protected disclosures of gross mismanagement, gross waste, abuse of authority, and other violations in connection with Federal contracts or grants. Grantee must inform employees in writing of their rights and remedies.

- **Federal Funding Accountability and Transparency Act (FFATA):** The FFATA Subaward Reporting System (FSRS) is a reporting tool that Federal prime awardees (i.e., prime grant recipients and prime contractors) use to capture and report subaward and executive compensation data to meet the FFATA reporting requirements. For FSRS reporting, prime awardees will report on all subawards they make. In accordance with 2 CFR part 170, prime awardees awarded a Federal grant are **required** to file a FFATA subaward report by the end of the month following the month in which the prime awardee awards any subaward equal to or greater than $30,000 in Federal funds. Additional information can be found on the FSRS website, at https://www.fsrs.gov/.

- **Environmental Review:** Activities under the CoC program are subject to environmental review by a responsible entity under HUD regulations at 24 CFR part 58. Environmental reviews for an activity may be completed after the award but must be completed prior to the execution of the grant agreement if an environmental review for that particular activity has not been completed within 5 years. HUD recommends a new environmental review is conducted every five years or sooner if/when environmental conditions change or there is a change to the project. These one-page resources provide step-by-step instructions for determining the level of environmental review required and links to all the required forms:
  - Part 58 environmental flowchart
  - Part 50 environmental flowchart

  HUD has published a series of FAQs relating to environmental review requirements. To access these resources, please follow the link below and select "Environmental Review" from the Topics section: https://www.hudexchange.info/coc/faqs/. We also encourage you to visit the CoC Program Environmental Review Resources page here and the Office of Environment and Energy (OEE) webpage here.

HUD congratulates your organization on your grant award, and we look forward to assisting you in administering your grants and accomplishing your program goals. If you have any questions or need further information or assistance, please contact LaQuanta Pressley, Community Planning and Development Representative, at laquanta.q.pressley@hud.gov.

Sincerely,

Roxanne McIver

Roxanne McIver
Director
Atlanta Office of Community Planning and Development

Grant Number/FAIN: GA0487L4B042300
Recipient Name: Augusta, Georgia
Tax ID No.: 58-2204274
Unique Entity Identifier (UEI) Number: ZH93N1J4TBE8

CONTINUUM OF CARE PROGRAM (Assistance Listing# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Augusta, Georgia (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December, 29, 2022);

2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

4. the Notice of Funding Opportunity for FY 2023 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program (NOFO), except for references in the NOFO to Executive Orders that have since been repealed;

5. all current Executive Orders; and

6. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

☐ The Recipient is a Unified Funding Agency (UFA).
☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.
☒ The Recipient is not the only recipient designated by the applicable Continuum of Care.

HUD's total funding obligation authorized by this grant agreement is $42320, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No. (FAIN)	**Grant Term**	**Performance Period**	**Budget Period**	**Total Amount**
GA0487L4B042300	12	01-01-2025 – 12/31/2025	01-01-2025 – 12/31/2025	$42320
allocated between budget line items as follows:				
a. Continuum of Care Planning Activities				$42320
b. Acquisition				$0
c. Rehabilitation				$0
d. New construction				$0
e. Leasing				$0
f. Rental assistance				$0
g. Supportive services				$0
h. Operating costs				$0
i. Homeless Management Information System				$0
j. Administrative costs				$0
k. Relocation costs				$0
l. VAWA Costs				$0
m. Rural Costs				$0
n. HPC homelessness prevention activities:				
Housing relocation and stabilization services				$0
Short-term and medium-term rental assistance				$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The

incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Recipient:

(1) shall not use grant funds to promote "gender ideology," as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

(2) agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

(3) certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

(4) shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and

(5) Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

The recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

Subject to the exceptions provided by PRWORA, the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

HUD will not enforce provisions of the Grant Agreement to the extent that they require the project to use a housing first program model.

As stated in Section III.A.2 of the NOFO, Faith-based organizations may be recipients or subrecipients for funds under this agreement on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Recipient's indirect cost rate information is as provided in Addendum #1 to this Agreement. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in *e-snaps*. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Recipient must comply with the applicable requirements in 2 CFR part 200, as may be

amended from time to time.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

HUD may terminate all or a portion of the Grant in accordance with the Act, the Rule, and 2 CFR 200.340. The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

BY: Roxanne McIver
(Signature)

Roxanne McIver, Director
(Typed Name and Title)

4.15.2025
(Date/Federal Award Date)

RECIPIENT

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Dat

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Addendum #1 to GA0487L4B042300

Indirect Cost Information for Award Applicant/Recipient

1. Federal Program/Assistance Listing Program Title:
CONTINUUM OF CARE PROGRAM/Assistance Listing# 14.267

2. Legal Name of Applicant/Recipient:

3. Indirect Cost Rate Information for the Applicant/Recipient:
Please check the box that applies to the Applicant/Recipient and complete the table only as provided by the instructions accompanying this form.

☐ The Applicant/Recipient will not charge indirect costs using an indirect cost rate.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ The Applicant/Recipient will calculate and charge indirect costs under the award using the indirect cost rate(s) in the table below, and each rate in this table is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, has been approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base	Type of Rate
	%		
	%		
	%		

4. Submission Type (check only one):
☐ Initial submission ☐ Update

5. Effective date(s):

6. Certification of Authorized Representative for the Applicant/Recipient:
**Under penalty of perjury, I certify on behalf of the Applicant/Recipient that
(1) all information provided on this form is true, complete, and accurate, and
(2) the Applicant/Recipient will provide HUD with an update to this form immediately upon learning of any change in the information provided on this form, and
(3) I am authorized to speak for the Applicant/Recipient regarding all information provided on this form.

Signature: _____
Date: _____
Name: _____
Title: _____

**Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties (18 U.S.C §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802; 24 CFR § 28.10(b)(iii)).

Public Reporting Burden Statement: This collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

OMB Number. 2501-0044
Expiration Date: 2/28/2027

Instructions for Completing the Indirect Cost Information for the Award Applicant/Recipient

Number	Item	Instructions
1	Federal Program/ Assistance Listing Program Title	Enter the title of the program as listed in the applicable funding announcement or notice of funding availability.
2	Legal Name of Applicant/ Recipient	Enter the legal name of the entity that will serve as the recipient of the award from HUD.
3	Indirect Cost Rate Information for the Applicant/ Recipient	Mark the one (and only one) checkbox that best reflects how the indirect costs of the Applicant/Recipient will be calculated and charged under the award. Do not include indirect cost rate information for subrecipients. The table following the third checkbox must be completed only if that checkbox is checked. When listing a rate in the table, enter the percentage amount (for example, "15%"), the type of direct cost base to be used (for example, "MTDC"), and the type of rate ("predetermined," "final," "fixed," or "provisional"). If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table. If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the award, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied. If the Applicant/Recipient is a government and more than one agency or department will carry out activities under the award, enter each agency or department that will carry out activities under the award, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.
4	Submission Type	Check the appropriate box to identify whether this is the first submission of this form for the award or an update to a previous submission of this form for the award.
5	Effective date(s)	Enter the date(s) for which the information on this form applies.
6	Certification of Authorized Representative for the Applicant/ Recipient	An employee or officer of the Applicant/Recipient with the capacity and authority to make this certification for the Applicant/Recipient must make the certification by signing as provided. They must also provide the date of their signature, full name, and position title.

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Augusta Housing and Community Development

Project Name: Augusta CoC Rapid Re-Housing

Location of the Project: 510 Fenwick Street Augusta, GA 30901

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).
HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Augusta Housing and Community Development

Project Name: Augusta CoC Planning Grant

Location of the Project: 510 Fenwick Street Augusta, GA 30901

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. This form does not collect SSN information. The Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under 24 CFR part 91, 24 CFR Part 578, and is authorized by the McKinney-Vento Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (42 U.S.C. 11371 et seq.).
HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Georgia Housing and Finance Authority

Project Name: CSRA S+CR_T

Location of the Project: 1261 Green Street, Augusta, Georgia 30903

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

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HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

U.S. Department of Housing and Urban Development

Certification of Consistency Plan with the Consolidated Plan for the Continuum of Care Program Competition

I certify the proposed activities included in the Continuum of Care (CoC) project application(s) is consistent with the jurisdiction's currently approved Consolidated Plan.

Applicant Name: Augusta Housing and Community Development

Project Name: Intake and Referral Services Coordination HMIS

Location of the Project: 510 Fenwick Street Augusta, GA 30901

Name of Certifying Jurisdiction: Augusta, Georgia

Certifying Official of the Jurisdiction Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Public reporting burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, completing the form, attaching a list of projects if submitting one form per jurisdiction, obtaining local jurisdiction's signature, and uploading to the electronic e-snaps CoC Consolidated Application. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

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HUD considers the completion of this form, including the local jurisdiction(s) authorizing official's signature, as confirmation the project application(s) proposed activities submitted to HUD in the CoC Program Competition are consistent with the jurisdiction's Consolidated Plan and, if the project applicant is a state or unit of local government, that the jurisdiction is following its Consolidated Plan per the requirement of 24 CFR part 91. Failure to either submit one form per project or one form with a listing of project information for each field (i.e., name of applicant, name of project, location of project) will result in a technical deficiency notification that must be corrected within the number of days designated by HUD, and further failure to provide missing or incomplete information will result in project application removal from the review process and rejection in the competitive process.

OMB Approval No. 2506-0112 (Expires 12/31/2024)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

February 26, 2024

Mayor Garnett Johnson
Mayor
Augusta, Georgia
510 Fenwick Street
Augusta, GA 30901

Dear Mayor Johnson:

Congratulations! I am delighted to inform you of the funding for your project(s) under HUD's Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2023 Continuum of Care Competition and Renewal or Replacement of Youth Homeless Demonstration Program Grants for a total of $226,795.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2023 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each project. HUD field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

Marion McFadden
Principal Deputy Assistant Secretary
Office of Community Planning and Development

Enclosure

GA0101L4B042316
Augusta, GA Intake and Referral Services
$184,475

GA0487L4B042300
Augusta, Georgia FY2023 Planning Project Application
$42,320

Total Amount: **$226,795**

Engineering Services

Meeting Date: 08/12/2025

ISM On-Call Engineering Services Additional Fees – CO#5 19UTI792

Department:	Utilities
Presenter:	Wes Byne
Caption:	Approve additional fees in the amount of $312,368.88 to ISM Engineering for engineering services supporting the fiber, rainfall, and on-call engineering (Change Order #5 - 19UTI792).
Background:	AUD is currently evaluating the extension of fiber and the rainfall monitoring network. ISM has an on-call contract and has provided support services for multiple engineering projects. This would extend the on-call contract to allow these services to continue.
Analysis:	This additional scope is in support of the fiber, rainfall monitoring, and supplemental engineering projects.
Financial Impact:	This additional funding has been targeted to continue using ISM in an on-call basis. Funding in the amount of $312,368.88 is available from accounts: G/L 516043490-5212115 - J/L 88880230-5212115
Alternatives:	No alternatives are recommended.
Recommendation:	AUD recommends that these engineering services with ISM be approved.
Funds are available in the following accounts:	Funding are available in the following accounts: G/L 516043490-5212115 - J/L 88880230-5212115
REVIEWED AND APPROVED BY:	Wes Byne

Infrastructure Systems Management, LLC
SPECIALIZED CONSULTING SERVICES

July 17, 2025

Frank W. Byne, PE
Director – Augusta Utilities Department
452 Walker Street, Ste. 200
Augusta, GA 30901

RE: 2025 Proposal and Fee for AUD Projects – Phase I

Dear Mr. Byne:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta Utilities Department (AUD) to continue providing services for current ISM projects. Fees are for six (6) ongoing AUD projects, and the total estimated fee for Phase I is ***$312,368.88.*** See details attached.

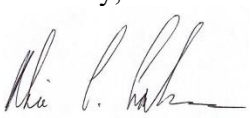
AUD PROJECT COST SUMMARY - 2025		
NO.	**DESCRIPTION**	**PHASE I COST**
1	Project Management	$ 154,560.00
2	Littrell Planning and Design	$ 70,401.50
3	On-going Rainfall Analysis	$ 30,360.00
4	1858 Wylds Road Site Design	$ 7,360.38
5	Dennis Road Improvements Waterline Design	$ 32,609.50
6	Rain Guage Installations	$ 17,077.50
		$ 312,368.88

PHONE: (706) 250-3228
1557 BROAD STREET
AUGUSTA, GA. 30904
EMAIL:INFO@ISMLLC-ENGR.COM
FAX: (706) 397-3523

Infrastructure Systems Management, LLC
SPECIALIZED CONSULTING SERVICES

Once again, we appreciate your consideration of ISM for this project and if these fees are acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me at (706) 691-8611.

Sincerely,



Abie L. Ladson, PE

ACCEPTED:

Frank W. Byne, PE

SIGNATURE: _____

TITLE : Director

DATE: _____

CITY: AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett Johnson

AS ITS: MAYOR

ATTEST CLERK: _____

PRINTED NAME: Lena Bonner

AS ITS: Clerk of Commission

DATE: _____

Copy To:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

AUGUSTA Ɀ 2)# (- / . $ # / 5 . 49
REQUISITION

CHECK ALL THAT APPLY:

FUND# 507 - Capital Improvements

DATE: 08/1/2025
Department: Utilities

GL#: 516043490 -5212115
JL#: 88880230 -5212115

BID ITEM # 18-132

☐ WATER ☑ ENGINEERING ☑ COMMISSION APPROVAL Date 06/27/2024
☐ SEWER ☐ CONSTRUCTION ☐ ADMINISTRATIVE APPROVAL Date
☑ BOTH ☐ PROFESSIONAL SERVICES ☐ CHANGE ORDER Date

VENDOR: INFRASTRUCTURE SYTEMS MGM
ADDRESS: VENDOR# 24876
PHONE #:
QUOTED BY:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	PROFESSIONAL			0		0		0
2.	SERVICES FOR			0		0		0
3.	FOR AUTOMATED			0		0		0
4.	METERING INF MGMT			0		0		0
5.				0		0		0
6.	C/O #5 19UTI792	1	312368.88	312368.88		0		0
7.				0		0		0
8.				0		0		0
9.	NEW PO TOTAL	1652538.88		0		0		0
10.				0		0		0
11.	APPROVED BY			0		0		0
12.	COMMISSION			0		0		0
13.	06/27/2024 ITEM#15			0		0		0
14.	(COPY ATTACHED)			0		0		0
	SHIPPING CHARGES			0		0		0
	TOTAL			312368.88		0		0

JUSTIFICATION AND EXPLANATION FOR PURCHASE:

AUD-ENGINEERING DEPT.
REQUESTED BY:

COMMISSION-06/27/2024
APPROVED BY:

Directors Signature: Jess Thompson

ENGINEERING CONTRACT CHANGE ORDER

CO NUMBER	5
BID ITEM	18-132
DATE	08/01/2025

PROJECT TITLE ON CALL ENGINEERING SERVICES

ORIGINAL CONTRACT DATE 11/14/2019 **PROJECT NUMBER** 88880230

OWNER AUGUSTA, GEORGIA **PO NUMBER** 19UTI792

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal):
ADDITIONAL FFES FOR ENGINEERING SERVICES SUPPORTING THE FIBER, RAINFALL, AND ON CALL ENGINEERING

PAYEE		INFRASTRUCTURE SYSTEMS MGMT LLC
TOTAL AMOUNT OF THIS CHANGE ORDER	$	312,368.88

The contract time will be INCREASED by 30 calendar days as a result of this change.

ORIGINAL CONTRACT AMOUNT	$	200,000.00
PREVIOUS CHANGE ORDER (INCREASE)	$	1,140,170.00
THIS CHANGE ORDER (INCREASE)	$	312,368.88
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	$	1,652,538.88

FUNDING NUMBER/ACCOUNT NUMBER 516043490 5212115

88880230 5212115

PROPOSED BY: ISM LLC — CONTRACTOR — DATE: 08/01/2025

REQUESTED BY: N/A — ENGINEER — DATE:

SUBMITTED BY: Jess Thompson — DEPARTMENT HEAD — DATE: 08/01/2025

APPROVED FOR WES BYNE:

FINANCE ENDORSEMENT: — COMPTROLLER — DATE:

RECOMMENDED BY: — ADMINISTRATOR — DATE:

APPROVED BY: — MAYOR — DATE:

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

PURCHASE ORDER

PURCHASE ORDER NO.: 19UTI792

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
07/15/24	043490	(706) 691-8611	R325378

VENDOR #	E-VERIFY #	EMAIL
24876	1266225	ALADSON@ISMLLC-ENGR.COM

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
INFRASTRUCTURE SYSTEMS MGMT LLC
1557 BOARD STREET
AUGUSTA, GA 30904

ATTN: CO4
BID NUMBER: 18-132
CONTRACT #: 19UTI792
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		ON CALL ENGINEERING SVCS FOR FORT GORDON SOP PROJECT APPROVED BY COMMISSION 5/7/19, ITEM #47 507-04-3490/52-12115	200,000.00	200,000.00
0002	1	EACH		CO #1: ADDITIONAL ENGINEERING SERVICES DOWNTOWN CORRIDOR EVALUATION APPROVED BY COMMISSION 12/7/21, ITEM #52 507-04-3490/52-12115	550,000.00	550,000.00
0003	1	EACH		CO #2: ADDITIONAL ON-CALL ENGINEERING SVCS - FOR FIBER, RAINFALL, AND ON-CALL ENGINEERING APPROVED BY COMMISSION 11/7/23, ITEM #28 507-04-3490/52-12115	250,000.00	250,000.00
0004	1	EACH		CO3 - PROFESSIONAL SERVICES	31,050.00	31,050.00

CONTINUED

CORRECTION: DATE 7/22/24 INITIALS MW

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:

JUL 24 2024

Tess Thompson

REQUISITIONER

NET TOTAL.....

APPROVED FOR ISSUE

G A Sims

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 ORDER NO.: 19UTI792

DATE	DEPARTMENT	VENDOR PHONE #	REQUISITION/QUOTE NO.
07/15/24	043490	(706) 691-8611	R325378

VENDOR #	E-VERIFY #	EMAIL
24876	1266225	ALADSON@ISMLLC-ENGR.COM

PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.

VENDOR
INFRASTRUCTURE SYSTEMS MGMT LLC
1557 BOARD STREET
AUGUSTA, GA 30904

ATTN: CO4
BID NUMBER: 18-132
CONTRACT #: 19UTI792
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
				FOR DATA LOGGER INSTALL AND SUPPORT - TO INSTALL AND MAINTAIN RAINFALL AND WATER LEVEL MONITORING EQUIPMENT APPROVED BY COMMISSION 6/7/24, ITEM #13 507-04-3490/52-12115		
0005	1	EACH		CO 4: PROFESSIONAL SERVICES FOR AUTOMATEF METERING INF MGMT APPROVED BY COMMISSION 6/27/24, ITEM #15 507-04-3490/52-12115	309,120.00	309,120.00

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..... 1,340,170.00

APPROVED FOR ISSUE

G A Sams

PROCUREMENT DIRECTOR

REQUISITIONER

July 21, 2025

Mr Forrest Hensley
Augusta Engineering Dept.
452 Walker St. Suite 110
Augusta, GA 30901

Dear Mr.Hensley,

In accordance with your request, I have made a valuation analysis of 13,939 sf of land at Woodson Ln, Richmond County, Georgia. Adjacent to tax map and parcel number 059-1-223-00-0.

I have completed the services requested, and furnish the following conditions, data program and analysis, accompanied by my market value conclusion.

Objectives

This appraisal assignment has been processed pursuant to the objectives and based on the assumptions summarized below:

1. The purpose of this appraisal is to develop an opinion as to the current market value of the simple interest of the subject property. The intended use of the appraisal is to estimate value for right of way acquistion.

2. To prepare a letter form report in lieu of a standard detailed appraisal report. As per our agreement, I do not contemplate the preparation of a formal written report without additional authorization from you, pending which a complete file of data supporting this opinion of value is retained in my file.

3. The objective of this appraisal is to establish an estimate of market value for 13,939 sf of land as of July 21, 2025. In estimating this value, it has been necessary to make a careful physical examination, inspection, study & analysis of the property. The effective date of this appraisal is July 21, 2025.

4. Market Value, as referred to in this report is defined as follows:

   The most probable price which a property should bring in competitive and open market under all conditions, prerequisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
   a. buyer and seller are typically motivated.

   b. both parties are well informed, or well advised, and each acting in what he considers his own best interest.

   c. a reasonable time is allowed for exposure in the open market.

   d. payment is made in terms of cash in U.S. dollars or in terms financial agreements comparable thereto; and

   e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sales.

5. Highest and Best Use Of The Subject Property – Highest and best use may be defined as "that reasonable and probable use that will support the highest present value as of the effective date of the appraisal."[1] Also when applied to vacant land, "that use, from reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financial feasible, and which resulted in highest land value".[2]

[1] The American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers, Real Estate Appraisal Terminology, (1st Edition, 1975) Page 107

[2] Ibid

Highest and Best Use Continued

In determining the highest and best use of the site as it is vacant, those questions implied in the above definition must be answered: What uses are permitted by zoning and deed restrictions? What uses are physically possible for the subject site? What uses will produce the highest net return to the owner? The Highest and Best Use of the subject property is for residential or commercial purposes.

6. This report is based in part upon information assembled from a wide range of sources, and therefore the incorporated data cannot be guaranteed in any fashion. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification of all instances, particularly as to engineering, construction and structural data, title and use restrictions, zoning and proposed public or private projects in the area.

   We suggest that independent verification within these categories be accomplished as a prerequisite to any transaction involving sale, lease or other significant commitment of subject property, and that such verification be performed by the appropriate specialists.

Data Program and Analysis

The objectives of the analysis have been to assemble current comparable market data relating to land and improved sales within close proximity to the subject property. The primary analytical method employed has involved direct comparison of similar property transactions with appropriate adjustments for measurable differences in size, topography, location, surroundings, zoning, accessibility, street improvements and availability of utilities.

The data assembled was obtained by record inspection of Title Books, supplemented by interviews with parties familiar with the subject area, information about zoning, utilities, street and future required dedication, storm drains, and flood control requirements, was obtained by interview with county officials.

The factual data processed is retained in my file for future reference in the event of additional authorization requiring a detail report including documentation. This data is available for your inspection upon request.

July 21, 2025
Page Four

Value Conclusion

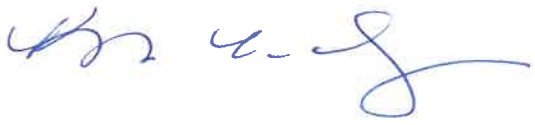
From my investigation and analysis, considering the factual data previously discussed And the available market data analyzed, I have concluded that the subject property has a Market Value as of July 21, 2025 as follows:

THREE THOUSAND FOUR HUNDERED EIGHTY- FIVE DOLLARS

($3,485.00)

I certify that I have no financial interest, either present or contemplated, in the opinion of value put on this property.

Respectfully submitted,



Kris T. Hardy, Sr.
Certified General Real Estate Appraiser
Certification GA CG - 2607

VALUATION

In preparing an estimate of market value of real estate, all possible factors should be considered which might influence the value, and all possible methods should be used in relating these factors to the purpose of the appraisal. The classic appraisal approaches to value are by cost to reproduce, the capitalization of income produced by the property, and by comparison of market sales. The Cost Approach depends in the principal of substitution which states that "no man is justified in paying more for a property, than that amount by which he can obtain, by purchase of a site and construction of a building without undue delay, a property of equal desirability and utility". The Cost Approach estimate is arrived at by the following steps:

1. Estimate value of land as if vacant and ready for use.
2. Estimate reproduction cost net of improvements at time of appraisal.
3. Estimate accrued depreciation of improvements.
4. The addition of the land value and depreciated reproduction cost to form a value estimate.

The Income (Economic) Approach consists of an evaluation of the income producing potential of the property, the expenses involved in producing this income, and the capitalization of the resulting net income stream into a present worth value. The Comparison (Market Data) Approach involves searching the market place for sales of properties comparable to the one being appraised and making comparisons on the basis of the terms of sale, conditions in the market place at the time of the sale, and the degree of comparability to the subject property. The use of these three approaches should serve to narrow the range within which a value estimate falls. There are times when there is no data, or very poor or invalid data, available for one or more of the approaches. Inadequacies in one approach can be overcome through the use of the other approaches in which valid data exists. It is also true that in any appraisal assignment, the purpose of the appraisal will tend to make one approach more significant than another, even when the three approaches are used.

Per prior agreement with the client, the appraiser did not use the Cost and Income Approaches. It is the appraiser's opinion that these approaches would generally not be considered meaningful in appraising a property of this type, the appraiser believes the primary approach to value is the Sales Comparison Approach.

This Restricted Report sets forth only the appraiser's conclusions and presents no discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

DISCUSSION OF ADJUSTMENT FACTORS

The subject site and each sale tabulated and analyzed was properly zoned, had essentially level topography, and had all county services available. Thus, no adjustment was deemed warranted for these factors.

Time: The sales dates range from May 2024 to January 2025. An analysis of the comparable sales indicated that no adjustment for time is warranted for all comparable sales.

Size: The subject right of way contains approximately 13,939 sf. The land sales range from 26,267 sf to 566,280 sf. No adjustment made for size.

Location: Subject property is located in Richmond County. All comparable sales are located in areas with similar desirability. No adjustment made for location.

Final Land Valuation

The adjusted sales prices range from $0.23 per sf to $0.27 per sf. In conclusion, it is the appraiser's opinion that based on the subject property's location and size, that its value should fall in the middle to upper portion of this range and has a unit value of $0.25 per sf. Thus, the indicated Market Value of the subject site, as if vacant, is as follows.

Parcel Number	Adj to 059-1-223 Woodson Ln	Abandonment	
Total Square Footage	13939		
Right of Way	13,939.00	X 0.25 =	$3,484.75
		Called	$3,485.00
Permanent Easement	0	X 0.25 =	$0.00
	$0.00	X 50% =	$0.00
		Called	$0.00
Temporary Easement	0	X 0.25 =	$0.00
	$0.00	X 10% =	$0.00
		Called	$0.00
Sod	0	X .25 =	$0.00
		Called	$0.00
Shrubbery/Trees/Buildings			$0.00
Total Acquisition		$3,485.00	

Woodson Ln
Adjacent to 059-1-223-00-0

FOR CLERK OF COURT'S USE ONLY

TECHNICAL DATA:

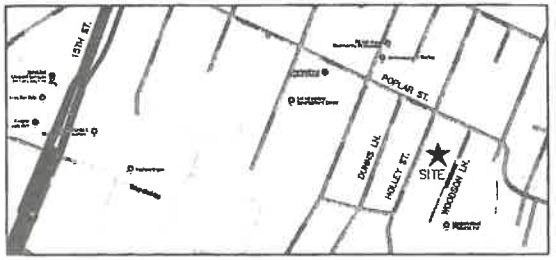
DATE OF SURVEY – SEPTEMBER, 2024
EQUIPMENT USED – GPS, THEODOLITE & E.D.M.
ANGULAR PRECISION – 10" PER ANGLE FIELD
PRECISION– 1 in 12,500
PLAT CLOSURE – 1 in 187,363
COMPASS ADJUSTMENT

FLOOD NOTE:

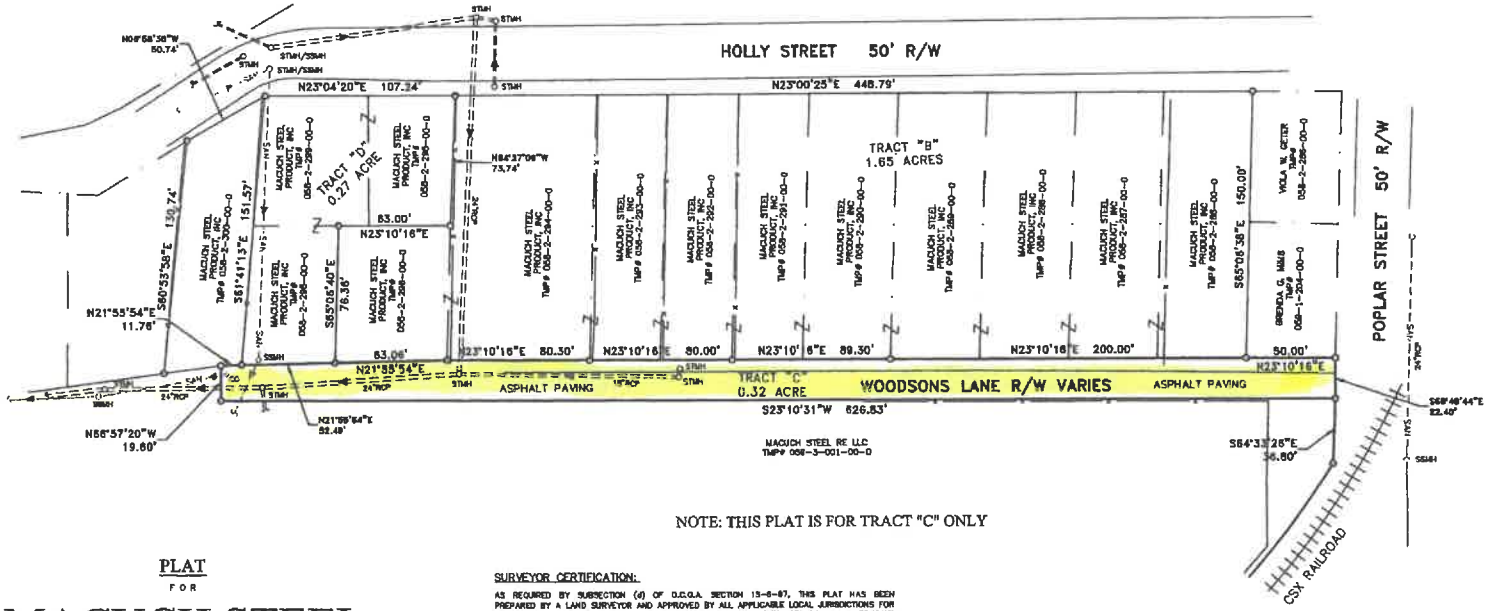
ACCORDING TO THE OFFICIAL FEMA FLOOD HAZARD MAP, FIRM PANEL 13245C0130H EFFECTIVE NOVEMBER 15, 2019 THIS PROPERTY IS LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD AND IS NOT IN A DESIGNATED 100 YEAR FLOOD PLAIN.

SURVEYOR'S NOTE:

1. BASIS OF BEARING IS GEORGIA STATE PLANE GRID, EAST ZONE, NORTH AMERICAN DATUM (NAD '83).
2. ALL DISTANCES SHOWN ARE GROUND DISTANCES.
3. FIELD MEASUREMENTS FOR THIS SURVEY WERE OBTAINED WITH A TRIMBLE GPS R12i AND TRIMBLE S7 ROBOTIC TOTAL STATION.



LOCATION MAP



PLAT
FOR

MACUCH STEEL

SHOWING AREA OF WOODSONS LANE TO BE ABANDONED LOCATED IN THE 58th. G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 40' SEPTEMBER 24, 2024

SCALE IN FEET

PREPARED BY

CRANSTON
452 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-1566
CranstonEngineering.com

SURVEYOR CERTIFICATION:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN THOMAS ATTAWAY — DATE: 09/24/2024

GEORGIA REGISTERED LAND SURVEYOR 2512

GEORGIA REGISTERED NO. 2512 LAND SURVEYOR JOHN THOMAS ATTAWAY

L.S.F. 000039

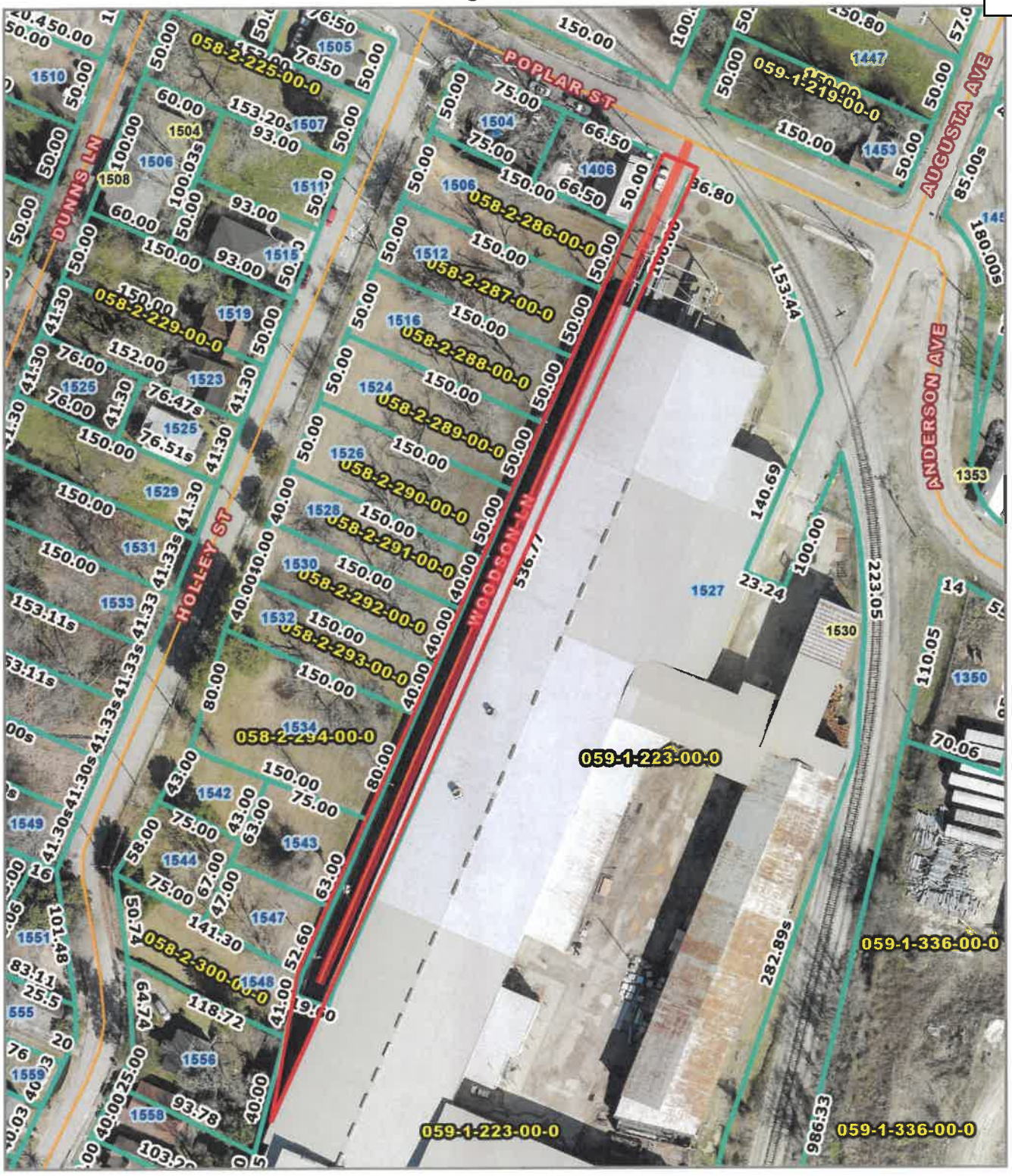
NOTE:

1. THE WIDTH OF WOODSONS LANE WILL BE RETAINED BY AUGUSTA, OVER THE SANITARY SEWER AND ANY OTHER UTILITIES THAT MAY BE IN WOODSONS LANE (TRACT "C" ONLY).

2015-0505

G:\PROJECTS\2015\2015-0505 - MACUCH STEEL LAND CONSULTATION\AC-DRAWINGS\SURVEY\2015-0505_PLAT REV. SEPT 2024.DWG 11/19/2024 8:30 AM

Augusta, GA



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Map Scale
1 inch = 100 feet
7/27/2025

LAND SALE # 1

Location:	2930 Milledgeville Rd Richmond Co. – Augusta, GA Tax Map 070-4 Parcel 100-00-0
Sales Price:	$120,000.00
Date of Sale:	01/16/2025
Site Size:	464,786 sf
Price per sf:	$0.26
Inspection Date:	July 25, 2025
Condition of Sale:	Market
Deed Recorded:	Deed Reel 1953 Page 0775
Grantor:	PLM of Augusta Properties LLC
Grantee:	Graced by Properties LLC
Comments:	Vacant Land All utilities to site

Augusta, GA

Parcel Number	054-3-010-00-0	Phase	
Site Address	1052 Franke Industrial Dr	Section	
City State Zip	Augusta, GA 30909	Block	
Tax Prop Type	Industrial Lots	Lot	
100% Assessed Value	$12,060	County Commissioner	5 - Don Clark
Owner Name	FRANKE CHAD	Super Cty Commissioner	9 - Francine Scott
Multiple Owners		School Board	5 - Monique Braswell
Owner's Address	3045 GA HWY 24 W	Super School Board	9 - Venus Cain
Owner's City State Zip	WAYNESBORO, GA 30830	Deed Book Page	
Solid Waste Hauler		Plat Book Page	
Solid Waste Service Day		Urban M & O	No
Vacant	Yes	LAT	33.45516211
City Owned	No	LONG	-82.07909142
Tax District	002	Stormwater Fee	$0, Accounts, (706) 821-2300
Total Acres	0.6	LOMA	
Neighborhood	C05060 AUGUSTA MALL 1	Elev Cert	
Subdivision			

Augusta GEORGIA

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Map Scale
1 inch = 100 feet
7/27/2025

LAND SALE # 2

Location:	1052 Franke Industrial Dr Richmond Co. – Augusta, GA Tax Map 054-3 Parcel 010-00-0
Sales Price:	$7,000.00
Date of Sale:	05/07/2024
Site Size:	26,267 sf
Price per sf:	$0.27
Inspection Date:	July 25, 2025
Condition of Sale:	Market
Deed Recorded:	Deed Reel 1925 Page 1960
Grantor:	Briarwood Group Properties LLC
Grantee:	Franke Chad
Comments:	Vacant Land All utilities to site

Augusta, GA

Parcel Number	070-4-100-00-0	Phase	
Site Address	2930 Milledgeville Rd	Section	
City State Zip	Augusta, GA 30904	Block	
Tax Prop Type	Industrial Small Tracts	Lot	
100% Assessed Value	$106,700	County Commissioner	2 - Stacy Pulliam
Owner Name	PLM OF AUGUSTA PROPERTIES LLC	Super Cty Commissioner	9 - Francine Scott
Multiple Owners		School Board	2 - Charlie Hannah
Owner's Address	PO BOX 14027	Super School Board	9 - Venus Cain
Owner's City State Zip	AUGUSTA, GA 30919	Deed Book Page	1953 0755
Solid Waste Hauler		Plat Book Page	15 94
Solid Waste Service Day		Urban M & O	No
Vacant	Yes	LAT	33.44743419
City Owned	No	LONG	-82.03825429
Tax District	002	Stormwater Fee	$0, Accounts, (706) 821-2300
Total Acres	10.67	LOMA	
Neighborhood	C22070 GORDON HWY_MILLEDGEVILLE	Elev Cert	
Subdivision			

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Map Scale
1 inch = 400 feet
7/27/2025

LAND SALE # 3

Location:	1382 Southern Glassline Rd Richmond Co. – Augusta, GA Tax Map 217-0 Parcel 001-00-0
Sales Price:	$130,000.00
Date of Sale:	05/01/2024
Site Size:	566,280 sf
Price per sf:	$0.23
Inspection Date:	July 25, 2025
Condition of Sale:	Market
Deed Recorded:	Deed Reel 1924 Page 2585
Grantor:	Graphic Packaging International LLC
Grantee:	Clearwater Paper Corp.
Comments:	Vacant Land All utilities to site

Augusta, GA

Parcel Number	217-0-001-00-0	Phase	
Site Address	1382 Southern Glassine Rd	Section	
City State Zip	Augusta, GA 30906	Block	
Tax Prop Type	Industrial Small Tracts	Lot	
100% Assessed Value	$130,000	County Commissioner	1 - Jordan Johnson
Owner Name	CLEARWATER PAPER CORPORATION	Super Cty Commissioner	9 - Francine Scott
Multiple Owners		School Board	1 - Shawnda Stovall
Owner's Address	601 WEST RIVERSIDE	Super School Board	9 - Venus Cain
Owner's City State Zip	SPOKANE, WA 99201-0644	Deed Book Page	
Solid Waste Hauler	Inland Services	Plat Book Page	
Solid Waste Service Day	Tues	Urban M & O	No
Vacant	Yes	LAT	33.32548512
City Owned	No	LONG	-81.9495456
Tax District	002	Stormwater Fee	$544, 1 Account, (706) 821-2300
Total Acres	13	LOMA	
Neighborhood	C27160 SE RICHMOND	Elev Cert	
Subdivision			

Augusta GEORGIA

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Map Scale
1 inch = 400 feet
7/27/2025

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal has been made with the following Assumptions and Limiting Conditions:

1. It is assumed that the legal description as obtained from public records or as furnished is correct and no responsibility is assumed for matters legal in nature. No opinion is rendered as to title as it is assumed to be good and marketable.

2. The information contained in this report has been obtained from sources deemed reliable. However, no warranty is given as to its accuracy. Competent management and responsible ownership are assumed.

3. The property is appraised free and clear of any or all liens or encumbrances except as noted herein.

4. The plot plans and exhibits in this report are included only to assist the reader in visualizing the property. I have made no engineering survey of this property.

5. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the client without the previous written consent of the appraiser or the client and then, only, with proper qualification.

6. The appraiser herein by reason of this appraisal is not required to give future consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been made previously.

7. The distribution, if any, of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate allocations for land and building must not be I used in conjunction with any other appraisal and are invalid if so used.

8. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent and approval of the appraiser, particularly as to valuation conclusions, the identity of the appraiser or firm with which he is connected or any reference to The Appraisal Institute.

9. The appraiser assumes no liability for features invisible to ordinary careful inspection, nor does he assume any responsibility for sub-surface conditions.

10. In this appraisal assignment, the existence of potential hazardous materials or gases, and/or the existence of toxic waste, which may or may not be present on the property, was not observed by the appraiser; nor does the appraiser have any knowledge of the existence of such materials or gases on or in the property. The appraiser, however, is not qualified

to detect such substances. The existence of such substances as urea formaldehyde foam insulation, asbestos or other potentially hazardous material may have an effect on the value of the property. The appraiser urges the client to retain an expert in this field if desired.

11. The forecasts or projections included in this report are utilized to assist in the valuation process and are based upon current market conditions, anticipated short term supply and demand factors, as well as a continued stable economy. These forecasts are therefore subject to changes in future conditions which cannot be accurately predicted by the appraiser and could affect the future income and/or value forecasts.

12. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount which would result in the approval of a loan.

CERTIFICATION

I certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in or the use of, this report.

5. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

7. I have made a personal inspection of the property that is the subject of this report.

8. No one provided significant professional assistance to the person signing this report.

9. The appraisal assignment was not made on a requested minimum valuation, a specific valuation, or the approval of a loan.

10. This report assumes a 90 day to 180 day marketing period.

Kris T. Hardy, Sr., CG #002607

QUALIFICATIONS OF THE APPRAISER

EDUCATION

BBA Marketing, Augusta College, Augusta, GA
Florida Real Estate Brokers License 1988-1992

Partial List of Real Estate Appraisal Courses

Foundations of Real Estate Appraisal
The Appraisal Institute

Appraising the Single Family Residence
The Appraisal Institute

Continuation of Dwelling Education
W.H. Sharp & Assoc

Standards of Professional Practice Part A
The Appraisal Institute

Standards of Professional Practice Part B
The Appraisal Institute

How to Appraise FHA Insured Properties
The Appraisal Institute

The Internet and Appraising
The Appraisal Institute

Residential Design and Functional Utility
The Appraisal Institute

Eminent Domain and Condemnation Appraising
The Appraisal Institute

Introduction to Capitalization
The Real Estate Information Management School

Direct Capitalization
The Real Estate Information Management School

Partial List of Real Estate Appraisal Courses (cont.)

Yield Capitalization
The Real Estate Information Management School

Case Studies in Capitalization
The Real Estate Information Management School

REAL ESTATE EXPERIENCE

Real Estate Appraiser, Hardy Appraisal Co.
Augusta, GA 1992-Present

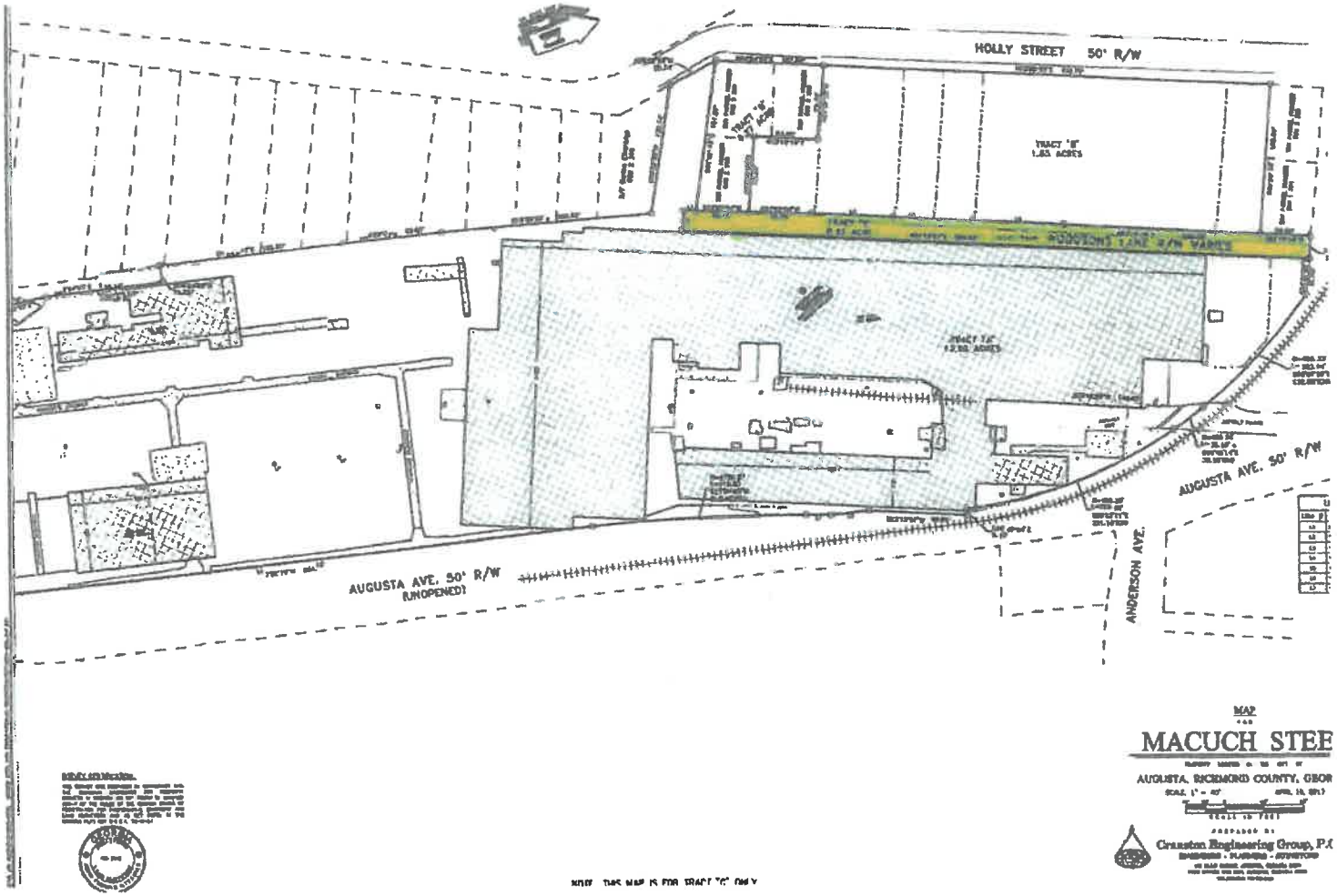
Partner, The Neil Sinclair Co.
Tampa, FL, Residential Construction 1987-1991

Leasing Agent, Orion Properties
Tampa, FL, Commercial Development 1986-1987

Construction Manager, US Home
Tampa, FL, Residential Construction 1985-1986

PARTIAL LIST OF CLIENTS

Synovus Bank
Veterans Administration
South State Bank
Ameris Bank
Augusta/Richmond Co., GA
US Army Corp of Engineers
F & M Bank
Colony Bank
Security Federal Bank
1st Heritage Mortgage Co.
DHI Mortgage Co.
Veterans United Mortgage Co.
First Community Bank
Queensborough National Bank & Trust



MAP

MACUCH STEE

AUGUSTA, RICHMOND COUNTY, GEOR

SCALE: 1" = 40'

PREPARED BY:

Cranston Engineering Group, P.C

AUGUSTA LAW DEPARTMENT

James T. Plunkett, Interim General Counsel

MINUTES
PUBLIC HEARING
JUNE 4, 2025
1:00 P.M.

IN RE: PUBLIC HEARING TO CONSIDER A PROPOSED DETERMINATION BY THE AUGUSTA-RICHMOND COUNTY COMMISSION TO ABANDON A PORTION OF THE ROAD BEGINNING AT WOODSON LANE FROM POPLAR STREET TO ITS CURRENT DEAD END CONSISTING OF APPROXIMATELY .32 ACRE.

Minutes of the public hearing regarding the above referenced matter held on June 4, 2025. Lanetha Pitts, Staff Attorney with the Augusta Law Department conducted the hearing. Also present was Bill Macuch and Fred Russell, representatives of Macuch Steel Products, Inc., James T. Plunkett, Interim General Counsel, and Christi Garcia, Augusta Law Department.

The meeting was called to order at 1:03 p.m. by Ms. Pitts. Ms. Pitts inquired as to whether there were any objectors to the proposed abandonment. There being no objectors present nor any objections raised, the meeting was adjourned at 1:04 p.m.

I hereby certify that the foregoing is a true and correct record of the Public Hearing held this 4th day of June, 2025.

Christi Garcia

Christi Garcia, Legal Secretary
Augusta Law Department

535 Telfair Street, Building 3000
Augusta, Georgia 30901-2386
(706) 842-5550 - Fax (706) 842-5556

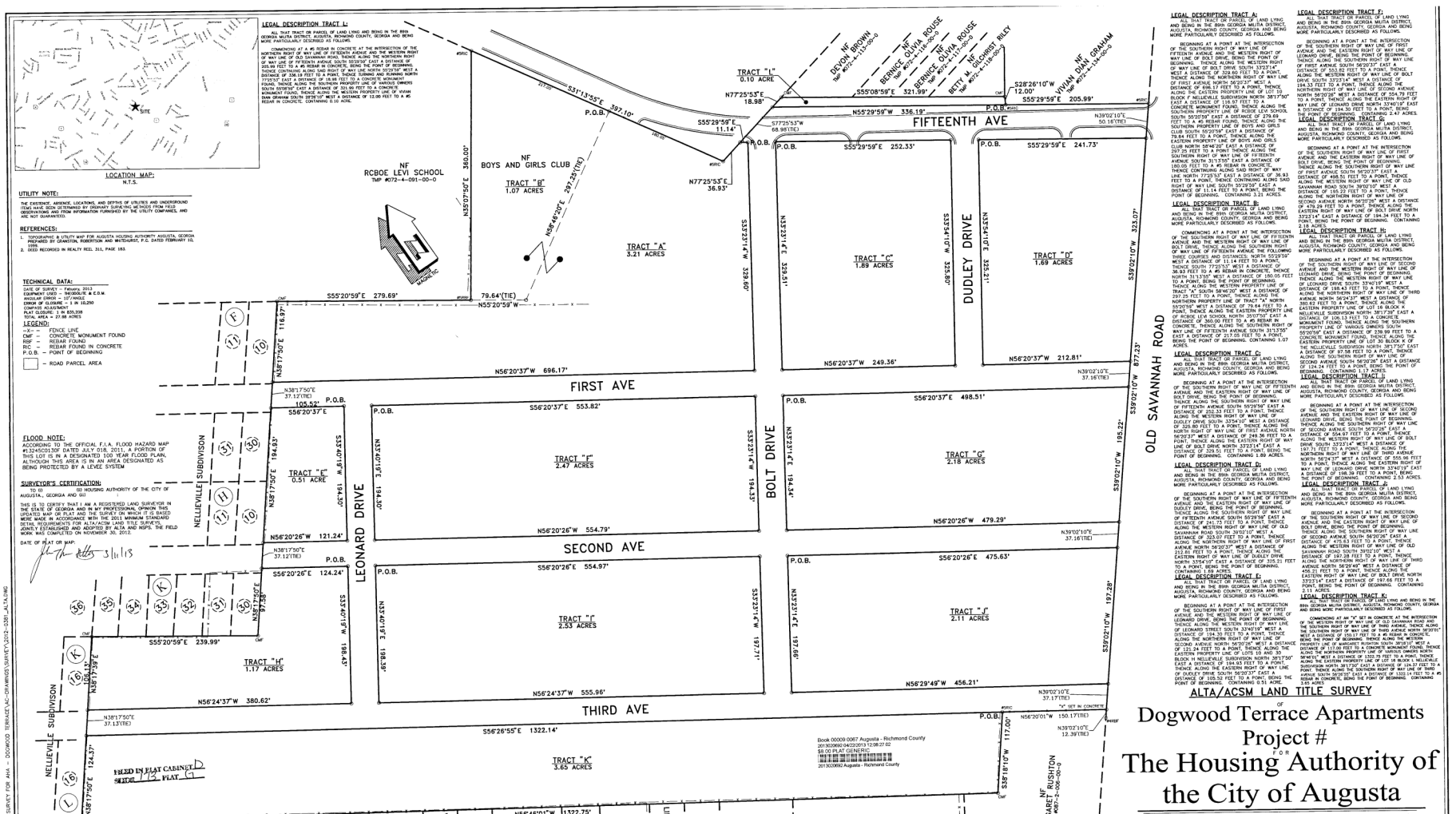
Engineering Services Committee Meeting

3/11/2025 1:05PM

Determination of Woodson Lane for abandonment

Department:	Legal Department
Presenter:	Jim Plunkett
Caption:	Motion to determine that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	Do not approve and Augusta maintains responsibility for the road.
Recommendation:	Approve the determination process to allow Engineering to review Woodson Lane for road abandonment process
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	Law. Engineering. Planning.

https://search.gsccca.org/Imaging/HTML5Viewer.aspx?id=2308513&k...
GSCCCA.org - Image Index
3/4/2025, 12:16 PM



AGENDA ITEM #12

(HUD-52481)

COOPERATION AGREEMENT

THIS AGREEMENT entered into this 5 day of Nov, 2013, by and between **THE HOUSING AUTHORITY OF THE CITY OF AUGUSTA, GEORGIA,** a public corporation organized and existing under the laws of the State of Georgia with its principal office located at 1435 Walton Way, Augusta, Georgia (herein called the "Local Authority"), and **AUGUSTA-RICHMOND COUNTY, GEORGIA** (herein called the "County");

WITNESSETH:

In consideration of the mutual covenants hereafter set forth, the Parties hereto do agree as follows:

1. Whenever used in this Agreement:

   a. The term "Project" shall mean any low-rent housing developed as an entity by the Local Authority with financial assistance of the United States of America acting through the Secretary of Housing and Urban Development (herein called the "Government"). A listing of the Projects is attached hereto as Exhibit A.

   b. The term "Taxing Body" shall mean the State of Georgia or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

   c. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

   d. The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor:

   a. To secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising up to 2,400 units of low rent housing as shown on Exhibit A hereto; and

   b. To develop and administer such Project or Projects, each of which shall be located within the corporate limits of the County.

   The obligations of the Parties hereto shall apply to each such Project.

3. a. Under the constitution and statutes of the State of Georgia, all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project so long as: (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the County agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

   b. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either: (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year; or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

   c. No payment for any year shall be made to the County in excess of the amount of the real property taxes which would have been paid to the County for such year if the Project were not exempt from taxation.

   d. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The County agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937) of each Project and within five (5) years after the completion thereof, or such further period as may be approved by the Government, there has been or will be elimination, as certified by the County, by demolition,

condemnation, effective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; and provided further, that where more than one family is living in an unsafe or unsanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and, provided further, that this Paragraph 4 shall not apply in the case of: (i) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project; or (ii) any Project located in a rural non-farm or Indian area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as: (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes; (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect; or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with such Project remain unpaid, whichever period is the longest, the County without cost or charge to the Local Authority or the tenants of such Project (other than the Payment in Lieu of Taxes) shall:

   a. Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwelling inhabitants in the County;

   b. Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the County may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the County, cause to the removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

   c. Insofar as the County may lawfully do so: (i) grant such deviations from the building code of the County as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety; and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and surrounding territory;

   d. Accept grants of easements necessary for the development of such Project; and

   e. Cooperate with the Local Authority by such other lawful action or ways as the County and the Local Authority may find necessary in connection with the

development and administration of such Project.

6. With respect to any Project, the County further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority, it will:

   a. Accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, pavings, and installation thereof in accordance with specifications acceptable to the County;

   b. Accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for all streets bounding such Project or necessary to provide adequate access thereto (in consideration thereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned); and

   c. Provide, or cause to be provided, water mains, storm and sanitary sewer mains leading to such Project and serving the bounding streets of such Project (in consideration thereof the Local Authority shall pay to the County such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the County's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes or to become due to the County with respect to any Project or any other low-rent housing projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the County and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. No member of the governing body of the County or any other public official of the County who exercises any responsibilities or functions with respect to any Project during his tenure or for one year thereafter shall have any interest, direct or indirect, in any Project or any property included or planned to be included in any Project, or any contracts in connection with such Projects or property. If any such governing body member or such other public official of the County involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, he shall immediately disclose such interest to the Local Authority.

10. So long as any contract between the Local Authority and the Government for Loans (including preliminary loans) or annual contributions, or both, in connection with

any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the County hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the Local Authority and the County have respectively signed this Cooperation Agreement and caused their seals to be affixed and attested as of the day and year first above written.

HOUSING AUTHORITY OF THE CITY OF AUGUSTA, GEORGIA

By _____
Roger Murchison, Chairman

The Housing Authority of the City of Augusta, Georgia CORPORATE SEAL 1937 Georgia

ATTEST:

_____
Jacob Oglesby, Secretary

AUGUSTA-RICHMOND COUNTY, GEORGIA

By _____

11/14/13

(Seal)

ATTEST:

_____, Secretary

00675635-1

EXHIBIT A

The Housing Authority of the City of Augusta, Georgia
Affordable Housing Properties

Project Name/Address	Project Number	Public Housing Units
Olmsted Homes 2141 B Street Augusta, GA 30904	GA001000010	255
Cherry Tree Crossing 1694 Hunter Street Augusta, GA 30901	GA001000020	389
Oak Pointe Apartments 730 East Boundary Augusta, GA 30901	GA001000050	250
Dogwood Terrace 2101 15th Ave. Augusta, GA 30901	GA001000060	270
Peabody Apartments 1425 Walton Way Augusta, GA 30901	GA001000071	228
Ervin Towers 1365 Laney Walker Blvd. Augusta, GA 30901	GA001000072	100
Allen Homes 526 Hines Street Augusta, GA 30901	GA001000080	150
Hal Powell Apartments 2244 Broad Street Augusta, GA 30904	GA001000090	100
Jennings Homes 1690 Olive Road Augusta, GA 30904	GA001000100	150
M. M. Scott Apartments 825 Spruce Street Augusta, GA 30901	GA001000120	100

Barton Village 3619 London Blvd. Augusta, GA 30906	GA001000140	153
Overlook Apartments 2325 Overlook Road Augusta, GA 30906	GA001000160	76
The Legacy at Walton Oaks 601 Fairhope Street Augusta, GA 30901	GA001000170	11
Walton Oaks Family Phase 1 601 Fairhope Street Augusta, GA 30901	GA001000180	14
Walton Oaks Family Phase 2 601 Fairhope Street Augusta, GA 30901	GA001000190	14
The Legacy at Walton Oaks 2 601 Fairhope Street Augusta, GA 30901	GA001000200	20
Twiggs Circle Address To Be Determined Augusta, GA 30901	GA001000210	120

AUGUSTA LAW DEPARTMENT

James T. Plunkett, Interim General Counsel

MINUTES
PUBLIC HEARING
JUNE 4, 2025
1:00 P.M.

IN RE: PUBLIC HEARING TO CONSIDER A PROPOSED DETERMINATION BY THE AUGUSTA-RICHMOND COUNTY COMMISSION TO ABANDON A PORTION OF THE ROAD BEGINNING AT DOGWOOD TERRACE APARTMENTS APPROXIMATELY 940 FEET OF FIFTEENTH AVENUE, 326 FEET OF DUDLEY STREET, 1264 FEET OF FIRST AVENUE, 1155 FEET OF SECOND AVENUE, 1393 FEET OF THIRD AVENUE, 722 FEET OF LEONARD DRIVE AND 877 FEET OF OLD SAVANNAH ROAD.

Minutes of the public hearing regarding the above referenced matter held on June 4, 2025. Lanetha Pitts, Staff Attorney with the Augusta Law Department conducted the hearing. Also present was Christopher Cosper, representing the Augusta Housing Authority, representatives from the Augusta Housing Authority, James T. Plunkett, Interim General Counsel, and Christi Garcia, Augusta Law Department.

The meeting was called to order at 1:02 p.m. by Ms. Pitts. Ms. Pitts inquired as to whether there were any objectors to the proposed abandonment. There being no objectors present nor any objections raised, the meeting was adjourned at 1:03 p.m.

I hereby certify that the foregoing is a true and correct record of the Public Hearing held this 4th day of June, 2025.

Christi Garcia

Christi Garcia, Legal Secretary
Augusta Law Department

535 Telfair Street, Building 3000
Augusta, Georgia 30901-2386
(706) 842-5550 - Fax (706) 842-5556

LOCALiQ

The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Christi Garcia
Augusta Law Department
535 Telfair ST # 3000
Augusta GA 30901-2386

STATE OF GEORGIA, COUNTY OF RICHMOND

The Augusta Chronicle, a newspaper that is generally circulated in the county of Richmond and in the area adjacent thereto, State of Georgia, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

05/09/2025, 05/16/2025

and that the fees charged are legal.
Sworn to and subscribed before on 05/16/2025

Legal Clerk

Notary, State of WI, County of Brown

6/30/2025

My commission expires

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AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF A PUBLIC HEARING TO CONSIDER A PROPOSED DETERMINATION BY THE AUGUSTA-RICHMOND COUNTY COMMISSION TO ABANDON A PORTION OF THE OF DOGWOOD TERRACE APARTMENTS APPROXIMATELY 940 FEET OF FIFTEENTH AVENUE, 326 FEET OF DUDLEY STREET, 1264 FEET OF FIRST AVENUE, 1155 FEET OF SECOND AVENUE, 1393 FEET OF THIRD AVENUE, 722 FEET OF LEONARD DRIVE AND 877 FEET OF OLD SAVANNAH ROAD;

Pursuant to O.C.G.A. § 32-7-2, notice is hereby given that the Augusta-Richmond County Commission will meet to decide whether the public has ceased to use a portion of the Dogwood Terrace Apartments, approximately 940 feet of Fifteenth Avenue, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road that has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the country road system is otherwise in the best interests of the public, and, accordingly, whether Augusta, Georgia should abandon the Right-of-Way as a part of the City's road system and quitclaim the property to the adjoining landowner.
Pursuant to O.C.G.A. § 32-7-2, a Public Hearing on the proposed abandonment of the Right-of-Way as described will be held on Wednesday, June 4, 2025, at 1:00 P.M., in the Lee N. Beard Commission Chamber, Augusta-Richmond County, Municipal Building, 535 Telfair Street, Augusta, Georgia 30901. Anyone desiring to comment on this matter may do so by appearing at said Public Hearing and/or may submit written comments at or prior to the Public Hearing, which comments may be mailed or personally delivered to Lena Bonner, Clerk of the Commission of Augusta-Richmond County, Georgia, Suite 220, Augusta-Richmond County Municipal Building, 535 Telfair Street, Augusta, Georgia 30901.
Dated: May1, 2025 Augusta-Richmond County Commission

11291635

Engineering Services Committee Meeting

8/12/2025 1:15PM

Motion to approve that the portions of Dogwood Terrace Apartments as shown on the attached plat be abandoned as they have ceased to be used by the public to the extent that there is no substantial public interest, per results of public hearing held June 4, 2025, regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2.

Department: Legal Department

Presenter: Jim Plunkett

Caption: Motion to approve that the portions of Dogwood Terrace Apartments, approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, have ceased to be used by the public to the extent that no substantial public purpose is served by them and that their removed from the county road system is otherwise in the best public interest, pursuant to O.C.G.A. 32 -7-2.

Background: Dogwood Terrace Apartments is a property owned by the Housing Authority (hereinafter "HA"), which has now been vacated by residents or has residents scheduled for relocation. The abandonment request has been reviewed by all essential county departments and administrators with no objections being made to this abandonment request. The HA is in the process of redeveloping the site, and all roads in question lie within the boundaries of HA property. For the redevelopment to proceed as planned, Augusta, Georgia must formally abandon the roads located within the property boundary. Pursuant to the Cooperation Agreement entered into on November 13, 2013, and attached here to this item, between the Housing Authority and Augusta-Richmond County, the land would be sold to the HA for $1. Engineering requires First Avenue, Second Avenue and Third Avenue have a turnaround (Cul-de-Sac). All need to Construct Turn Arounds at the Complex that terminate at Boykin Place Ext end. All utilities would need to be relocated to provide unrestricted access to these utilities for utility owners/operators. HA will take over ownership and maintenance of any public storm conveyance system present within the Complex boundary.

Analysis: In addition, public notice of the proposed road abandonment was published on May 5, 2025, and May 16, 2025. A public hearing was held on June 4, 2025. Notices were also mailed to all adjoining property owners, in accordance with O.C.G.A. § 32-7-2(b)(1). The Law Department has received no adverse

comments or objections in response to the advertisement or mailings, a opposing parties appeared at the public hearing.

Financial Impact: Cost of publication and advertisement of public hearing.

Alternatives: Do not approve and Augusta maintains responsibility for the road.

Recommendation: Approve the abandonment of said portions of Dogwood Terrace Apartments subject to these stipulations: Engineering requires First Avenue, Second Avenue and Third Avenue have a turnaround (Cul-de-Sac) all would need to require a Construct Turn Around at the complex terminate at Boykin Place Ext end. All utilities would need to be relocated to provide unrestricted access to these utilities for utility owners/operators. HA will take over ownership and maintenance of any public storm conveyance system present within the Complex boundary.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: Law.

Engineering.

Planning.

Acquisition of temporary construction easement

to Richmond County, Georgia from Eugene Andrews and Lois Ruth Andrews

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-044-00-0) 411 Rachael Street (East Augusta Drainage and Improvements Phase IV Project).
Background:	Due to one of the property owners being deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 290.33 square feet of temporary construction easement. The appraised value is $500.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 217829109-54.11110
REVIEWED AND APPROVED BY:	N/A

Acquisition of right of way and permanent easement

to Richmond County, Georgia from Johnnie Burris and Alice J. Burris

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-014-00-0) 2990 Ulm Road (Willis Foreman Road Widening Project – Project Parcel 14).
Background:	Due to one of the property owners being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 2,243.27 square feet of right of way and 5,130.04 square feet of permanent easement. The appraised value is $35,100.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
REVIEWED AND APPROVED BY:	N/A

Acquisition of right of way and permanent easement

to Richmond County, Georgia from David Morgan

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way and permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 36).
Background:	Due to the property owner being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 304.95 square feet of right of way and 1,742.40 square feet of permanent easement. The appraised value is $900.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
REVIEWED AND APPROVED BY:	N/A

Acquisition of permanent drainage easement

to Richmond County, Georgia from David Morgan

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 150-0-009-06-0) 2992 Willis Foreman Road (Willis Foreman Road Widening Project – project parcel 39).
Background:	Due to the property owner being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 3,876.84 square feet of permanent easement. The appraised value is $500.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP1809005-54.414110
REVIEWED AND APPROVED BY:	N/A

Acquisition of permanent drainage easement

to Richmond County, Georgia from Gregory Douse Sr.

Meeting Date: August 12, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent easement (Parcel 178-0-026-00-0) 2738 Willis Foreman Road (Willis Foreman Road Widening Project- project parcel 126).
Background:	Due to the property owner being the deceased, the City seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 1,792.02 square feet of permanent easement. The appraised value is $1,550.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 340041110-54.414110 J/L TP180900554.414110
REVIEWED AND APPROVED BY:	N/A

AGENDA ITEM NUMBER: _____
EDITION:_____

DATE: July 31, 2025

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
DON CLARK, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAMEKA ALLEN, ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: DEDICATION OF: HAYNES STATION SECTION 16A
FILE REFERENCE: 25-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND: The final plat for this portion of Haynes Station Section 16A was approved by the Commission on June 17, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____
EDITION:_____
July 31, 2025
Page Two

FINANCIAL IMPACT: By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES:

1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16A Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Haynes Station Section 16A.

2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: Committee Meeting August 5, 2025

DEPARTMENT DIRECTOR:_____

DEPARTMENT DIRECTOR:_____

FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:

N/A_____.
_____.
_____.

ADMINISTRATOR:_____

FINANCE:_____

HM/

Attachments

cc: Walt Corbin, PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT
Hameed Malik, PhD., PE, Director
Plan & Review Section Manager
Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik. P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development BP

From: Richard A. Holliday, Lead Design Engineer RAH

Date: July 31, 2025

Subject: Certificate of Completion
Dedication of Haynes Station Section 16A
File reference: 25-005(A3)

A final inspection has been conducted on the above-mentioned development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on June 17, 2025. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Chyvattee Vassar, Interim Director of Planning and Development
Terri Turner, Development Services Administrator, Planning & Zoning
File

D: PLAT B: 36 P: 179
Recorded: 9/6/2023 04:22 PM
Doc. # 2023092644 Pages: 3 Fees: $30.00
Phyllis Holmes Bellman
Clerk of Superior Court, Augusta-Richmond County, GA

FOR CLERK OF COURTS USE ONLY

PLAT OF

Hayne's Station - Section 16A

SHOWING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE 86th G.M.D.,

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 40'

MARCH 12, 2025

REV. MAY 5, 2025

SCALE IN FEET

PREPARED FOR

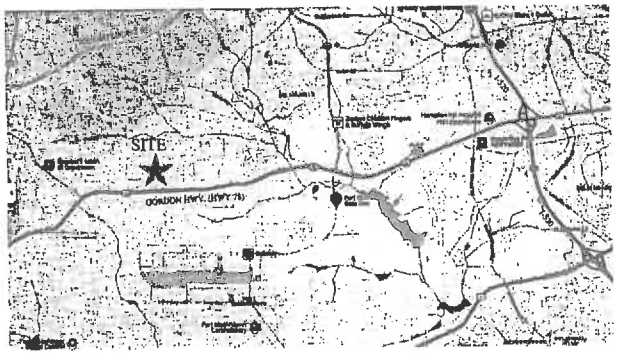
Coel Development Company, Inc.

7009 TOWN CENTER BOULEVARD, EVANS, GEORGIA 30809

PREPARED BY

CRANSTON

481 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-1998
Cranston@cranston-eng.com



LOCATION MAP

TECHNICAL DATA:
DATE OF SURVEY - FEBRUARY 2025.
EQUIPMENT USED - TRIMBLE S7 TOTAL STATION
ANGULAR PRECISION - 02" PER ANGLE
FIELD PRECISION - 1 IN 14,676
PLAT CLOSURE - 1 IN N/A
COMPASS ADJUSTMENT

SETBACKS:
FRONT: 15' FRONT SETBACK
SIDE: 7' SIDE SETBACK
REAR: 30% OF THE LOT DEPTH NOT TO EXCEED 60'

BENCHMARK-1
CEG POINT #8012
N=1,253,086.20
E= 838,613.80 (NAD, 1983)
ELEV.= 308.97' (NAVD, 1988)

BENCHMARK-2
CEG POINT #8011
N=1,253,287.52
E= 968,880.08 (NAD, 1983)
ELEV.= 306.68' (NAVD, 1988)

PROJECT DATA:

1.	ACREAGE OF PROPERTY:	22.53 ACRES
2.	ACREAGE OF DEVELOPMENT:	19.60 ACRES
3.	OWNER/DEVELOPER: COEL DEVELOPMENT COMPANY, INC 7009 EVANS TOWN CENTER BLVD EVANS, GA. 30809 PHONE: 706-863-4888 24 HOUR CONTACT: NAME: JOE GULINO PHONE: 706-533-4635	
4.	TAX MAP & PARCEL NUMBER:	064-0-008-00-0
5.	ZONING:	R-1, WITH SPECIAL EXCEPTIONS & STIPULATIONS, SEE ZONING CASES Z18-11 AND Z18-12
6.	SECTION 16A LOTS:	53 LOTS
7.	TOTAL OPEN SPACE:	7.17 AC.
8.	MAX BUILDING HEIGHT:	45 FT. (NOT TO EXCEED 2.5 STORIES)
9.	PARKING SPACES PER LOT:	2 SPACES

HAYNE'S STATION 95.28 AC. TRACT (SECTIONS 14, 16A & 16B)				
Tract Area	95.28	ac		
Total Lot Density for Tract	2.13	lots/ac		
Section	Lots	Open Space (ac)	Total Area (ac)	Lot Density (lots/ac)
14	94	13.07	52.14	1.80
16B (FUTURE)	56	12.58	20.61	2.72
TOTALS	203	32.80	95.28	2.13

* MINIMUM OPEN SPACE REQUIRED PER ZONING LETTER Z-17-12 IS 30.30 ACRES.
** OPEN SPACE AREAS ARE SHOWN AND DELINEATED ON THE LAYOUT SHEETS OF EACH SECTION.

NOTES:
1. A 10' DRAINAGE AND UTILITY EASEMENT IS HEREBY RESERVED ON THE REAR OF ALL LOTS AND A 5' DRAINAGE AND UTILITY EASEMENT IS HEREBY RESERVED ON THE SIDE LOT LINES, UNLESS OTHERWISE SHOWN.
2. RADIUS AT STREET RIGHT OF WAY INTERSECTIONS IS 20 FEET.
3. A #4 REBAR TO BE SET AT ALL LOT CORNERS.
4. NO CERTIFICATE OF OCCUPANCY CAN BE ISSUED UNTIL THE ENTIRE PHASE HAS BEEN APPROVED AND ACCEPTED BY ALL AUGUSTA RICHMOND COUNTY DEPARTMENTS.
5. NO PARKING SIGNS WILL BE INSTALLED ON BOTH SIDES OF THE STREET.
6. ALL ROADWAYS SHOWN HEREON ARE PUBLIC, UNLESS NOTED OTHERWISE.
7. WETLAND/STREAM DISTURBANCES BY THIS PROJECT FALL UNDER NATIONWIDE PERMIT NUMBER 29 AND ARE ASSIGNED USACE FILE NUMBER SAS-2018-0311.
8. WETLANDS AND FLOODPLAIN IN THIS OPEN SPACE ARE PERMANENTLY PROTECTED AND NO ENCROACHMENT WHATSOEVER WILL BE ALLOWED INTO THE WETLANDS OR FLOODPLAIN WITHOUT PRIOR APPROVAL OF AUGUSTA PLANNING & DEVELOPMENT AND ALL APPLICABLE REGULATORY AGENCIES.
9. ALL DESIGNATED OPEN SPACE IS TO BE DEEDED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
10. AUGUSTA UTILITIES DEPARTMENT (AUD) WILL NOT ACCEPT ANY WATER SERVICE, WATER METERS, SEWER SERVICE, OR SERVICE CLEANOUTS THAT ARE LOCATED WITHIN ANY DRIVEWAY, PAVED AREA, RESIDENTIAL PARKING AREA, OR SIDEWALK. PER AUGUSTA-RICHMOND COUNTY, GEORGIA MINIMUM STANDARDS FOR DESIGN AND CONSTRUCTION OF WATER AND WASTEWATER SYSTEMS, WHICH CAN BE FOUND ON THE AUGUSTA, GEORGIA OFFICIAL WEBSITE, UNDER THE UTILITIES DEPARTMENT, ANY OF THE SERVICES THAT FALL WITHIN THE ABOVE MENTIONED LOCATIONS SHALL BE RELOCATED AT THE EXPENSE OF THE DEVELOPER, OWNER, AND/OR ENTITY OR DIVISION BY WHOM THE PROPERTY IS OWNED AT THE TIME THE SERVICES WERE CONSTRUCTED OR LAID WITHIN THOSE LOCATIONS. ONCE THIS PLAT IS APPROVED BY ALL DEPARTMENTS, ACCEPTED BY THE COMMISSION, AND RECORDED, YOU WILL NEED TO PROVIDE SAMUEL TYLER AT 482 WALKER STREET, SUITE 200 OF THE SECOND FLOOR A COPY OF THAT SIGNED PLAT. AUD WILL NOT START THE PROCESS OF THE DEED OF DEDICATIONS TO ACCEPT THE WATER AND SEWER THAT ARE PROPOSED TO BE GIVEN TO THE COUNTY UNTIL THAT RECORDED PLAT IS PROVIDED. AUD FAILURE TO DO SO WILL RESULT IN AUD NOT ACCEPTING THE PROPOSED WATER AND SEWER LINES INTO OUR SYSTEM, AND THOSE LINES WILL REMAIN PRIVATE, AND METERS WILL NOT BE RELEASED FOR LEASE CONSTRUCTION UNTIL THE DEEDS OF DEDICATIONS ARE ACCEPTED BY THE COMMISSION. THE WARRANTY OF THOSE LINES IS ALSO DEPENDENT ON THE APPROVAL OF THE DEEDS OF DEDICATION BY THE COMMISSION AND AT WHAT POINT THE WARRANTY WILL BEGIN.

REFERENCES:
1. BOUNDARY PLAT OF 196.86 ACRES PREPARED FOR MORDAHL DEVELOPMENT WEST, INC. PREPARED BY SOUTHERN PARTNERS, INC. DATED AUGUST 11, 2008
2. BOUNDARY PLAT PLAT FOR COEL DEVELOPMENT COMPANY, INC. DATED APRIL 13, 2016 AND PREPARED BY SOUTHERN PARTNERS, INC.
3. BOUNDARY PLAT FOR COEL DEVELOPMENT COMPANY, INC. PREPARED BY CRANSTON ENGINEERING GROUP, P.C. DATED JUNE 20, 2017 AND RECORDED IN PLAT BOOK 13, PAGE 204
4. PLAT OF HAYNE'S STATION PHASE 1 PREPARED FOR COEL DEVELOPMENT COMPANY, INC. BY CRANSTON ENGINEERING GROUP, P.C. DATED DECEMBER 14, 2011, LAST REVISED FEB. 1, 2012.
5. WETLANDS MAP PREPARED FOR COEL DEVELOPMENT CO., INC. BY CRANSTON ENGINEERING GROUP, P.C. DATED MARCH 20, 2018 AND LAST REVISED 7/19/18.
6. PLAT OF HAYNE'S STATION, PHASE 16 BY CRANSTON ENGINEERING GROUP, P.C. DATED MARCH 7, 2023, REVISED ON MARCH 31, 2023 RECORDED IN PLAT BOOK 18 PAGE 110-112.

FLOOD NOTE:
ACCORDING TO THE OFFICIAL FLOOD INSURANCE RATE MAP (FIRM) 13245C0085D EFFECTIVE NOVEMBER 16, 2019, A PORTION OF THIS PROPERTY LIES WITHIN IN A DESIGNATED SPECIAL FLOOD HAZARD AREA. HOWEVER NO RESIDENTIAL LOTS LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

UTILITY NOTE:
THE DISTANCES, ANGLES, LOCATIONS, AND DEPTHS OF UTILITIES AND UNDERGROUND ITEMS HAVE BEEN DETERMINED BY ORDINARY SURVEYING METHODS, FROM FIELD OBSERVATIONS, AND FROM INFORMATION FURNISHED BY THE UTILITY COMPANIES, AND ARE NOT GUARANTEED.

WETLANDS NOTE:
LIMITS OF WETLANDS DEPICTED ON THIS PLAT WERE PROVIDED BY SWAMP'S ENVIRONMENTAL CONSULTANTS, BEAUFORT, SOUTH CAROLINA.

APPROVED FINAL PLAT
(Not Valid Until Signed)
Augusta Richmond County
Planning Commission
Date Approved: 06/17/2025
Secretary

APPROVED FINAL PLAT
(Not Valid Until Signed)
Augusta Commission
Date: 06/17/2025
Chairman, Augusta Commission

GEORGIA REGISTERED LAND SURVEYOR JOHN THOMAS ATTAWAY NO. 2512
L.S.F. 000636

SURVEYOR CERTIFICATION:
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN THOMAS ATTAWAY, GEORGIA REGISTERED LAND SURVEYOR 2512 — DATE: May 05 2025

G:\PROJECTS\2023\2023-0310_HAYNE'S STATION_SECTION 16 PLAT RECORDING\CAD-DRAWINGS\SURVEY\2023-0310_FINAL PLAT.DWG 5/5/2025 3:51 PM

D: PLAT

Fees: $36.00

Richmond County, GA

FOR CLERK OF COURT'S USE ONLY

PLAT
FOR

D: PLAT B: 20 P: 180 06/30/2025 04:22 PM
Doc # 2028022844 Page 2 of 3

Hayne's Station - Section 16A

SHOWING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE 68th G.M.D.,

AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 40' MARCH 12, 2025 REV. MAY 5, 2025

SCALE IN FEET

PREPARED BY

CRANSTON
452 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-1588
CranstonEngineering.com

CURVE TABLE				
CURVE ID	LENGTH	RADIUS	BEARING	CHORD
C8	11.46'	130.00'	N35°48'49"W	11.46
C9	80.00'	130.00'	N51°54'41"W	78.67
C10	60.00'	130.00'	N78°01'20"W	59.47
C11	60.00'	160.00'	S78°32'01"W	59.67
C12	10.41'	130.00'	S90°01'08"W	10.40

WETLANDS AND FLOODPLAIN IN THIS OPEN SPACE ARE PERMANENTLY PROTECTED AND NO ENCROACHMENT WHATSOEVER WILL BE ALLOWED INTO THE WETLANDS OR FLOODPLAIN WITHOUT PRIOR APPROVAL OF AUGUSTA PLANNING & DEVELOPMENT AND ALL APPLICABLE REGULATORY AGENCIES.

~ N/F ~
AUGUSTA GEORGIA
TMP# 064-0-004-02-0

HAYNE'S STATION
(SECTION 14)
PB:18 PG:110-113

~ N/F ~
COEL DEVELOPMENT CO.
INC 90% INT
AND
STEPHEN BEAZLEY
BUILDERS, INC 10% INT
TMP# 064-0-449-00-0

COLLISTER COURT
(60' PUBLIC R/W)
(51' BC-BC)

OPEN SPACE #1
(3.13 AC.)

OPEN SPACE #3
(0.29 AC.)

DETENTION
POND
1.57 AC.

POND AND ACCESS ROAD OWNED AND MAINTAINED BY HAYNE'S STATION HOMEOWNERS ASSOCIATION

100' DIA. TURNAROUND EASEMENT

~ N/F ~
COEL DEVELOPMENT CO.
INC 90% INT
AND
STEPHEN BEAZLEY
BUILDERS, INC 10% INT
TMP# 064-0-008-00-0

BREMS DRIVE
(60' PUBLIC R/W)
(51' BC-BC)

FUTURE DEVELOPMENT

MATCH LINE

SHEET 2

SHEET 3

SURVEYOR CERTIFICATION:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA
3081 REG.
JOHN THOMAS ATTAWAY
LAND SURVEYOR
NO 3081
L.S.F. 000039

JOHN THOMAS ATTAWAY, GEORGIA REGISTERED LAND SURVEYOR 2511 DATE

D:\PROJECTS\2023-0310 JOHNS STATION_SECTION 16 PLAT REVISIONS\PLAT-REVISIONS\2023-0310_PHASE PLAT.DWG 5/2/2025 3:31 PM

D: PLAT B: 29 P: 181 08/30/2028 04:22 PM
Doc # 3828822844 Page: 3 of 3

PLAT
FOR

Hayne's Station - Section 16A

SHOWING PROPERTY LOCATED NORTH OF GORDON HIGHWAY, IN THE 85th G.M.D.,
AUGUSTA, RICHMOND COUNTY, GEORGIA

SCALE: 1" = 40' MARCH 15, 2028 REV. MAY 5, 2023

SCALE IN FEET

FOR CLERK OF COURTS USE ONLY

PREPARED BY

CRANSTON
452 Ellis Street, Augusta, Georgia 30901
Telephone 706-722-1586
CranstonEngineering.com

HAYNE'S STATION (SECTION 14) PB:18 PG:110-113

~ N/F ~
COEL DEVELOPMENT CO. INC 90% INT
AND
STEPHEN BEAZLEY BUILDERS, INC 10% INT
TMP# 064-0-448-00-0

HAYNE'S STATION (SECTION 14) PB:18 PG:110-113

COLLISTER COURT
(60' PUBLIC R/W)
(31' BC-BC)

BREMS DRIVE
(50' PUBLIC R/W)
(31' BC-BC)

ELBRON DRIVE
(60' PUBLIC R/W)
(31' BC-BC)

OPEN SPACE #3
(0.29 AC.)

OPEN SPACE #2
(3.75 AC.)

BENCHMARK-1
IRF NAIL - CEC POINT #8013
N=1,353,026.20'
E= 836,813.90'
ELEV. = 306.97'

BENCHMARK-2
IRF NAIL - CEC POINT #8011
N=1,353,267.53'
E= 836,990.08'
ELEV. = 356.48'

WETLAND AND FLOODPLAIN IN THIS OPEN SPACE ARE PERMANENTLY PROTECTED AND NO ENCROACHMENT WHATSOEVER WILL BE ALLOWED INTO THE WETLANDS OR FLOODPLAIN WITHOUT PRIOR APPROVAL OF AUGUSTA PLANNING & DEVELOPMENT AND ALL APPLICABLE REGULATORY AGENCIES.

100-YEAR FLOOD PLAIN

BFE=358.35

HAYNE'S STATION (SECTION 15) PB:17 PG:156

~ N/F ~
HAYNES STATION COMMUNITY ASSOCIATION INC
TMP# 064-0-154-00-0

~ N/F ~
COEL DEVELOPMENT CO. INC 90% INT
AND
STEPHEN BEAZLEY BUILDERS, INC 10% INT
TMP# 064-0-008-00-0

FUTURE DEVELOPMENT

MATCH LINE

CURVE TABLE				
CURVE ID	LENGTH	RADIUS	BEARING	CHORD
C1	29.26'	230.00'	N30°30'18"E	29.24
C2	50.00'	230.00'	N39°28'12"E	50.83
C3	50.00'	230.00'	N24°21'23"E	50.83
C4	25.99'	230.00'	N13°48'45"E	25.86
C5	26.19'	470.00'	N13°10'16"E	26.18
C6	85.00'	470.00'	N17°43'44"E	84.95
C7	85.83'	470.00'	N28°41'25"E	85.57

CURVE TABLE				
CURVE ID	LENGTH	RADIUS	BEARING	CHORD
C13	35.65'	830.00'	S34°34'44"E	35.65
C14	60.00'	830.00'	S37°51'27"E	59.99
C15	27.00'	830.00'	S40°51'36"E	27.00
C16	42.81'	188.00'	S48°36'24"E	42.71
C17	60.00'	180.00'	S61°36'12"E	59.72
C18	74.65'	170.00'	S23°11'26"W	74.25
C19	54.88'	170.00'	S43°01'04"W	54.45

CURVE TABLE				
CURVE ID	LENGTH	RADIUS	BEARING	CHORD
C20	44.07'	330.00'	S37°18'59"W	44.06
C21	37.30'	330.00'	S27°34'36"W	37.30
C22	68.54'	120.00'	N69°08'21"W	67.62
C23	54.68'	770.00'	N39°43'28"W	54.67
C24	38.38'	770.00'	N36°30'30"W	38.37

SURVEYOR CERTIFICATION:

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN THOMAS ATTAWAY, GEORGIA REGISTERED LAND SURVEYOR 2512 — DATE

GEORGIA REGISTERED LAND SURVEYOR NO. 2512 JOHN THOMAS ATTAWAY

L.S.F. 000838

Return To:
Augusta Engineering
Survey Section
452 Walker Street, Suite
Augusta, Georgia 30901

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Hayne's Station Section 16A
Roads and Storm System

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **COEL DEVELOPMENT CO., INC.**, a Georgia corporation, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar ($1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the roads, storm sewerage system as the same are now located within a certain 60' R/W and existing as shown and additional drainage and utility easements shown and delineated on a plat titled Hayne's Station Section 16A, as prepared by Cranston Engineering Group, P.C. for Coel Development Company, Inc., dated March 12, 2025, last revised May 5, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 20, Pages 179-181; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

ADDITIONALLY, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER with all that lot or parcel of land shown and designated as Brems Drive – 60' R/W, Collister Court – 60' R/W, and Elbron Drive – 60' R/W; on that plat titled Hayne's Station Section 16A, as prepared by Cranston Engineering, dated March 12, 2025, last revised May 5, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat in Book 20, Pages 179-181, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:

Witness

Notary Public

State of Georgia, County of Columbia

My Commission Expires: 1/13/29
(SEAL)

COEL DEVELOPMENT CO., INC.

By:
As its: President

Attest:
As its: Treasurer

DONOVAN MORRIS NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 13, 2029

ACCEPTED BY:

AUGUSTA, GEORGIA

_____ By_____
Witness Garnett L. Johnson
As Its Mayor

_____ Attest: _____
Notary Public Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return To:
Augusta Engineering
Survey Section
452 Walker Street, Suite
Augusta, Georgia 30901

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
Hayne's Station Section 16A
Roads and Storm System

THIS AGREEMENT, entered into this ___ day of _____, 20___, by and between COEL DEVELOPMENT CO., INC. hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept certain roads, storm drains and appurtenances for Brems Drive 60' R/W, Collister Court 60' R/W and Elbron Drive 60' R/W, as shown by a PLAT, titled Hayne's Station Section 16A, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 179-181, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 20, Page(s) # 179-181.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in said Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then reinspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer

time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in our presence:

Witness

Notary Public

State of Georgia, County of Columbia

My Commission Expires: 1/13/29
(SEAL)

DONOVAN MORRIS NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 13, 2029

COEL DEVELOPMENT CO., INC.

By: B B Beazley
As its: President

Attest: Susan H Peters
As its: Treasurer

ACCEPTED BY:

AUGUSTA, GEORGIA

_____ _____
Witness

By_____
Garnett L. Johnson
As Its Mayor

_____
Notary Public

Attest: _____ ___
Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return to:
Augusta Engineering Department
452 Walker Street Ste 110
Augusta, GA 30901
Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Brems Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Brems Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Brems Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at ℄ of Elbron Drive

Extending NW then SW approx. 1512.50' to End of Road

(b) Length of road to nearest 1/100th mile:

0.29 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett L. Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Return to:
Augusta Engineering Department
452 Walker Street Ste 110
Augusta, GA 30901
Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Collister Court is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Collister Court a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Collister Court is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at ℄ of existing Collister Court

Extending SW approx. 177.41' to End of Brems Drive

(b) Length of road to nearest 1/100th mile:

0.03 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett L. Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

Return to:
Augusta Engineering Department
452 Walker Street Ste 110
Augusta, GA 30901
Attn: Diane Hilliard

SUBDIVISION: HAYNES STATION, SECT. 16A

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Elbron Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Elbron Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Elbron Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at ℄ of existing Elbron Drive

Extending SW approx. 432.79' to End of Road

(b) Length of road to nearest 1/100th mile:

0.08 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED BY:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett L. Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
(Streets May be dedicated at a later date.)
HAYNE'S STATION, SECTION 16-A

In this Agreement, wherever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, Owner, or Developer the singular part of speech shall be deemed to read as the plural. Wherever herein Augusta, Grantor or Grantee, Owner or Developer is used, the same shall be construed to include the heirs as well, executors, administrators, successors, representatives and assigns of the same. All granted rights and privileges, and all agreements contained in this document shall run with the land and shall be binding upon the heirs, executors, administrators, successors, representatives and assigns of the Grantor, Owner, or Developer.

WHEREAS, COEL DEVELOPMENT COMPANY, INC., a corporation established under the laws of the State of Georgia, (hereinafter known as "**DEVELOPER**") owns a tract of land in Richmond County, Georgia, off Gordon Highway, in the 89th G.M.D, on which DEVELOPER has constructed a housing subdivision known as Hayne's Station, Section 16-A, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of **DEVELOPER,** to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta-Richmond County Commission (hereinafter known as "**AUGUSTA**"), for maintenance and control; and

WHEREAS, the road right-of-ways and storm drainage system will remain private, until such time as the **DEVELOPER** is allowed to dedicate them to **AUGUSTA.** Until that time the maintenance and control of the storm drainage system and the road and street system will be strictly the responsibility of **DEVELOPER**; and

WHEREAS, a final plat of the above stated subdivision has been prepared by Cranston Engineering. Said plat being is dated March 12, 2025, approved by the Augusta-Richmond County Planning Commission on June 17, 2025, approved by the Augusta-Richmond County Commission on June 17, 2025, and filed the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 20, Pages 179-181. Reference is

hereby made to all aforesaid plats for a more complete and accurate description as to the land herein described; and

WHEREAS AUGUSTA, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS DEVELOPER has agreed that neither **AUGUSTA,** nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS DEVELOPER has agreed that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW, THEREFORE, this indenture made this _____ day of _____ 2025, between **DEVELOPER** and **AUGUSTA,**

W I T N E S S E T H:

That **DEVELOPER**, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, to it in hand well and truly paid by **AUGUSTA,** at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by **AUGUSTA,** has and does by these presents, grant, bargain, sell and confirm unto **AUGUSTA,** its successors and assigns, the following, to-wit:

> Exclusive 20-foot easement(s), in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, which is not within the rights-of-way of said subdivision, as shown on the aforementioned plats, and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVELOPER.

Exclusive 60-foot easements, in perpetuity, over all rights-of-ways included in said subdivision, as shown on the aforementioned plat and/or as shown upon any as-built drawings supplied to AUGUSTA by DEVLELOPER, including, but not limited to Brems Drive, Collister Court and Elbron Drive.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

For the duration of the time that the rights-of-way remain private, **DEVELOPER**, shall maintain the roads and streets as private streets, and covenants that its heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and sanitary sewerage system, and shall grant to the **AUGUSTA** the necessary easement(s) in connection with such construction and/or extension.

DEVELOPER also grants **AUGUSTA** the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever.

AND DEVELOPER, its heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to **AUGUSTA**, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

DEVELOPER:

COEL DEVELOPMENT COMPANY, INC.

WITNESS

By: _____
Bill Beazley

NOTARY PUBLIC

As Its: President

Columbia County, Georgia

Attest: _____
Stephen Beazley

My Commission Expires:
1/13/25

As its: Secretary

SEAL

DONOVAN MORRIS
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 13, 2025
COLUMBIA COUNTY, GEORGIA

ACCEPTED:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett L. Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest:_____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

HAYNE'S STATION, SECTION 16-A
Water Distribution and Gravity Sanitary Sewer Systems

THIS AGREEMENT, entered into this _____day of _____, 2025, by and between the Developer, COEL DEVELOPMENT COMPANY, INC. , a corporation established under the laws of South Carolina, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS DEVELOPER has requested that AUGUSTA accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as Worthington, as shown by a Deed of Dedication (Deed), contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring the DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months;

NOW THEREFORE in consideration of the premises, the expense previously incurred by GSH and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

(2) DEVELOPER agrees to maintain all the said SYSTEMS as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) DEVELOPER agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed in said subdivision described in the Deed due to failure or poor workmanship, that DEVELOPER shall be

responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify DEVELOPER and set forth in writing the items in need of repair. DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at DEVELOPER'S expense and allow DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event DEVELOPER fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(7) DEVELOPER agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

(8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein the term DEVELOPER or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term DEVELOPER shall also be construed to mean the owner of the property at the time of the

signing of this agreement.

(10) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

COEL DEVELOPMENT COMPANY, INC.

WITNESS

By: _____
Bill Beazley

NOTARY PUBLIC

As Its: President

Columbia County, Georgia

Attest: _____
Stephen Beazley

My Commission Expires:
1/13/29

As its: Pres

SEAL

DONOVAN MORRIS NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 13, 2029

ACCEPTED:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett L. Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

Engineering Services Committee Meeting

Meeting Date: August 5, 2025

Dedication of: Haynes Station Section 16A

File Reference 25-005(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

Background: The final plat for this portion of Haynes Station Section 16A was approved by the Commission on June 17, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

Financial Impact: By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives:

1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Haynes Station Section 16A Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Haynes Station Section 16A.
2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

Funds are available in the following accounts: **N/A**

REVIEWED AND APPROVED BY: HM/dh

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

7/21/2025

Honorable Garnett L. Johnson, Mayor
ATTN: Dr. Hameed Malik, Ph.D., P.E., Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Subject: **Construction Agreement for Execution**
P.I. 0020263, Richmond County
Broad Street from 15th Street to East Boundary Street

Dear Mayor Johnson,

The Department accepts the recommendation from AUGUSTA-RICHMOND COUNTY to award Gexpro the contract for construction services concerning the above referenced project. In addition, the Department is requesting that AUGUSTA-RICHMOND COUNTY submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is **$10,000.00**. Please send payment in the amount of **$10,000.00** made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and other required obligations are met, a Notice to Proceed to Construction will be issued.

Should you have any questions or concerns, please contact the Department's Project Manager, Tiffanie Nelson, at (229)873-1436.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

CCB BGA
KWN:CCB:BGA:TNN
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Corbett Reynolds, District 2 Engineer
Kyle Brooks, District 2 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
AUGUSTA-RICHMOND COUNTY

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this agreement (Check only one):

☒ CFDA # 20.205 - Highway Planning and Construction
☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement ("Agreement"), made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and AUGUSTA-RICHMOND COUNTY, GEORGIA, acting by and through its Mayor and Augusta Commission hereinafter called the "SPONSOR" (the "Agreement"). The DEPARTMENT and SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid project which consists of the construction of project, which has been assigned the following GDOT project identification number (P.I. #), P.I. #0020263, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be to provide Street Light Components for Broad Street, as set forth in Exhibit A, WORK PLAN. The PROJECT is further defined by the PROJECT estimate sheets ("PROJECT PLANS"), which are on file with the DEPARTMENT and the SPONSOR and are incorporated by reference as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be conducted in an economically feasible manner and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the DEPARTMENT District 2, who will advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications - Construction of Transportation Systems (current edition), AASHTO guidelines; Federal Highway Administration("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal laws, DEPARTMENT's Right of Way Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR Chapter 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27*

(Maintenance)), 23 CFR Part 645 Subparts A and B (*Utilities*), as well as Section 101 of Title 23 of the United States Code ("U.S.C.") (*Definitions-Construction*) and 23 U.S.C. *§*116 (*Maintenance*), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. § 313 and 23 CFR § 635.410), the SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided hereunder. The SPONSOR will include a provision implementing Buy America in every contract. Further, the SPONSOR must also comply with the requirements under the BUILD AMERICA, BUY AMERICA ACT (Public Law 117-58, §§ 70901-52), which extends coverage of BUY AMERICA to include construction materials used for this PROJECT. Concurrently with execution of this Agreement, the SPONSOR shall complete and submit Certificates of Compliance with BUY AMERICA and BUILD AMERICA, BUY AMERICA, each attached hereto as Exhibits F and G.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's Standard Specifications - Construction of Transportation Systems (current edition); and, any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, which is attached hereto as Exhibit D, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the

requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

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

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

ARTICLE II
COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit D, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads and utilities insofar as the interest of each is concerned.

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

ARTICLE IV
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than 360 calendar days after receipt of the written “Notice to Proceed”(based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit B, WORK SCHEDULE, with the understanding of the PARTIES that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the PARTIES and evidenced by a written amendment thereto.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI
INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (complete the applicable statement):
☐ shall, obtain coverage from SPONSOR’s private insurance company or cause SPONSOR’s consultant/contractor to obtain coverage

OR

X is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI of the Agreement.

2. The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement.

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

a) Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

b) Workers Compensation Insurance in accordance with the laws of the State of Georgia.

4. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

5. The insurance certificate must provide the following:
a) Name, address, signature and telephone number of authorized agents.
b) Name and address of insured.
c) Name of Insurance Company.
d) Description of coverage in standard terminology.
e) Policy number, policy period and limits of liability.
f) Name and address of State Agency as certificate holder.
g) Thirty (30) day written notice of cancellation.
h) Details of any special policy exclusions.

6. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

7. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by

judgment or settlement, SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article VII and as shown in Exhibit C, BUDGET ESTIMATE, is **One million, six hundred three thousand, ninety-nine dollars and fifty cents ($1,603,099.50).**

It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is **One million, two hundred eighty-two thousand four hundred seventy-nine dollars and sixty cents ($1,282,479.60),** which is the DEPARTMENT'S maximum obligation. The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount.

The SPONSOR shall be solely responsible for any and all amounts in excess of the total maximum reimbursable amount for the PROJECT.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the

actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of Article XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

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

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, cost, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

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

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its or its subcontractor’s proposal. The SPONSOR shall notify the DEPARTMENT where such records and documents are kept. The SPONSOR shall make all such materials available for inspection by the DEPARTMENT, its authorized representative(s), and any reviewing agencies at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, at no cost to the DEPARTMENT. The SPONSOR shall furnish copies thereof upon request. The SPONSOR agrees that the provisions of this Article XII shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

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

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

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

ARTICLE XIV
TERMINATION

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

It is understood by the PARTIES hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

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

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use and modify the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

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

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

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

2. The SPONSOR acknowledges and agrees that it shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit E of this Agreement.

3. The undersigned, on behalf of the SPONSOR, certifies that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

4. The SPONSOR acknowledges and agrees that it shall subcontract a minimum of Zero percent (0%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

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

6. The SPONSOR acknowledges and agrees that it shall comply, and shall require its contractors and subcontractors to comply, with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.

7. The SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix B (“Certification of Compliances”) of this Agreement and will comply in full with said provisions of O.C.G.A. Section 36-81-7.

8. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 *et seq.)* as stated

in Appendix B ("Certification of Compliances") and is not debarred from receiving financial assistance from the State of Georgia.

9. The SPONSOR acknowledges and agrees that it shall comply, and shall require its contractors and subcontractors to comply, with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

10. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Compliance Policy, as stated in Appendix D of this Agreement.

11. Pursuant to Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix E ("Georgia Security and Immigration Compliance Act Affidavit").

12. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix E of this Agreement.

13. The SPONSOR acknowledges and agrees that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

14. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

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

ARTICLE XVIII
MISCELLANEOUS

1. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing

and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the PARTIES as follows:

On behalf of the DEPARTMENT:	**On behalf of the SPONSOR:**
Georgia Department of Transportation	Augusta-Richmond County
Attn:_____	Attn:_____
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____
_____, GA 30308	_____
Telephone #:_____	Telephone #:_____
E-mail: _____@dot.ga.gov	Email:_____

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. In the event that any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY

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

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

4. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or PARTIES shall have any rights, or standing to assert any rights, under this Agreement in any manner.

5. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

6. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES.

7. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated by reference.

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

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

10. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

11. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all PARTIES hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

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

13. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23

CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of zero (0) hours.

(SIGNATURES CONTAINED ON THE NEXT PAGE.)

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

GEORGIA DEPARTMENT OF TRANSPORTATION

By:_____
Commissioner

Attest:

_____
Treasurer

AUGUSTA-RICHMOND COUNTY, GEORGIA

By:_____(Seal)
Mayor
Name:**Garnett L. Johnson**

Signed, sealed and delivered
This _____,
in the presence of:

_____
Notary Public (Notary Seal)

Name:_____
Title:_____

This Agreement, approved by
Augusta-Richmond County, on__,20__.

Attest:

_____
Name and Title

_____
Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Work Schedule
Exhibit C	Budget Estimate
Exhibit D	Required Contract Provisions, Federal-Aid Construction Contracts
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Buy America Certificate of Compliance
Exhibit G	Build America, Buy America Certificate of Compliance for Construction Materials

EXHIBIT A

WORK PLAN

Augusta-Richmond County

P.I. No. 0020263

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

To replace the existing streetlight fixtures along Broad Street in Richmond County with Sternberg LED fixtures.

EXHIBIT B

WORK SCHEDULE

Augusta-Richmond County

P.I. No. 0020263

Project work to begin within **02** months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance.

Award contract	October 2025
Construction NTP	After contract execution
Corrective List	January 2026
Final inspection	April 2026

EXHIBIT C

BUDGET ESTIMATE

Augusta-Richmond County

P.I. No. 0020263

SOLE SOURCE PROVIDER DOCUMENTATION ATTACHED

PI 0020263

$1,403,791.23
+$199,308.27
=$1,603,099.50

EXHIBIT C

Print Form

Augusta GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Gexpro **E-Verify Number:** 375667

Commodity: Street Lighting Systems

Estimated annual expenditure for the above commodity or service: $ 1,403,791.23

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).

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.)

X 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.)

X 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: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature: Date: 5/11/25

Approval Authority: Date:

Administrator Approval: (required – not required) Date:

COMMENTS:

Rev. 09/10/12

GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM: Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Broad Street PI# 0020263

Gexpro is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase the street light poles, fixtures, and bases for the Broad Street TIA project. These components are needed to complete the installation of the street lights along Broad Street between 15th St. and 5th Street. These components are the only ones that will provide the specialized needs of the department and permit standardization for bases and anchor bolts already in the field.

Gexpro is headquartered in Augusta, GA and has customers throughout the CSRA.

JU/SR

cc: File

Augusta Engineering Administration
452 Walker St, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov

Gexpro

Description:
CITY OF AUGUSTA - GREENE STREET

Quote #2561937
Updated On: 05/08/2025

Company Name:
RICHMOND CTY BD COMMISSIONER

Billing Address:
RICHMOND CTY BD COMMISSIONER (1073802)
ACCTING DEPT. 535 Telfair Stre
AUGUSTA, GA 30901-2371

Created Date:
5/8/25

Shipping Address:
CENTRAL SERVICE DEPT./BASEMENT 535 TELFAIR STREET
AUGUSTA, GA 30901-2371 US

Shipping Method:
Store Truck

FOB:
Destination

Sales Person:
Garrett Alford
Garrett.Alford@gexpro.com

Branch:
Augusta #7165
7067368422

Terms:
GIS03

	PRODUCTS	QTY	UNT PR / UOM	TOTALS
1.	PHASE 1 Type: LOT	1	$577,378.00[000] EA	$577,378.00

Products	Type	Mfr	Qty
PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4- .125/BK			42
1A-1914LED-1L30T3-MDL12-G-HSHS/CA6/ 8532.5ARTS8-RPBP/BK			50

$8,773.70 EA × 160 = 1,403,791.23

ANCHOR BOLTS NOT INCLUDED - THESE WERE ORDERED BACK IN 2023

2.	PHASE 2 Type: LOT	1	$330,222.00[000] EA	$330,222.00

Products	Type	Mfr	Qty
PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4-.125/BK			100
60440: DIA. X 18 ABS FOR 4200 POLES *SET OF 4*	BOLT		100

*****BREAKAWAY COUPLINGS AND SKIRT NOT INCLUDED*****

*****WREATH HOOKS & GFI NOT INCLUDED*****

PI# 0020263

Print Form

Augusta GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Grainger **E-Verify Number:** 203640

Commodity: Street Lighting Conductors

Estimated annual expenditure for the above commodity or service: $ 199,308.27

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).

_____ 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.)

X 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.)

X 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: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature: _____ Date: 5/11/25

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

Rev. 09/10/12

Augusta GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM: Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Broad Street PI#0020263

Grainger is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase conductors and associated equipment for the Broad Street TIA project. These components are needed to complete the installation of the street lights along Broad Street between 15th St. and 5th Street. These components are the only ones that will provide the specialized needs of the department and permit standardization for electrical components already in the field.

Grainger is headquartered in Illinois and has customers throughout the CSRA and United States.

JU/SR

cc: File

Augusta Engineering Administration
452 Walker St, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov

GRAINGER
FOR THE ONES WHO GET IT DONE

Date Created 05/09/2025

Customer Quotation

Expiration Date 06/08/2025

Project/Job	Broad St phase 1	**Customer Account Name**	AUGUSTA RICH COUNTY PURCHASING
Attention	-		
Department	-	**Customer Account Number**	0822141362
		Grainger Quote Number	QTE2609856349
		Requisition name	-

Ship to
AUGUSTA RICH COUNTY PURCHASING
535 Telfair St Ste 605
Augusta, GA, 30901-2377

Notes
-

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
14V972	**Insulated Multitap Connector: Black, 3 Ports, For Wire Sizes 14 AWG – 1/0 AWG** POLARIS IPL1/0-3B Country of Origin USA	960	$38.24	$36710.40
4XC12	**Fuse: 5 A Amps, 250V AC, 10kA at 125V AC/200A at 250V AC, FNM** BUSSMANN FNM-5 Country of Origin Mexico	480	$10.40	$4992.00
5FXU7	**In-Line Fuse Holder: 2 Poles, 0 to 30 A, 600V AC/DC, Crimp, Nonindicating, Breakaway with Boots** MERSEN FEX-11-11-BA Country of Origin Mexico	160	$217.05	$34728.00
38NF51	**Building Wire: Copper, 12 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN** SOUTHWIRE 58018204 Country of Origin USA	48	$303.17	$14552.16

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale.

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GRAINGER
FOR THE ONES WHO GET IT DONE

Date Created 05/09/2025

862HR7	**Building Wire: Copper, 6 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN/THWN-2** APPROVED VENDOR WXP-6G-0601-02-1000 Country of Origin USA	55	$1,264.88	$69568.40

This item requires special shipping, additional charges may apply.

869ZW2	**Lever Wire Connector: Transparent, Polycarbonate, 2 Ports, 30 A Current, 600 V Max Volt, 50 PK** WAGO 221-612/K194-4045 Country of Origin Germany	29	$43.99	$1275.71
792UK5	**GFI Receptacle: Decorator Duplex, Black, 5-15R, 15 A, 125V AC, 2 Pole / 3 Wire** LEVITON GFWT1-E Country of Origin China	160	$36.60	$5856.00
1CV50	**In-Line Fuse Holder: 1 Poles, 0 to 30 A, 600V AC/DC, Crimp/Setscrew, Nonindicating** BUSSMANN HEB-AW-RYC Country of Origin China	160	$197.66	$31625.60

Subtotal: $199308.27

Estimated Tax: N/A

Estimated Standard Shipping: FREE

Estimated Total: $199308.27

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale.

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EXHIBIT D

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
Ill. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:
ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504
of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR

Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer:
The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do So.

3. Dissemination of Policy:
All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment:
When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions:
Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic

inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions:

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors,

Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts

to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 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 recipient deems appropriate, which may include, but is not limited to:

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH—1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH—1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates

contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dot.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30--day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dot.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30--day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe *benefits* not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in
§ 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

3. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor’s failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U S C 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U S C 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dot.gov/sites/doIgov/files/WHD/legacy/files/wh347/.pdf* o its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification

set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U S C 1001 and 1 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

5. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

6. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

7. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

8. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

9. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

10. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, M U.S.C. 1001.

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or _; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

" $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901—3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction
contracts on the National Highway System pursuant to 23 CFR 635.116.

6. The contractor shall perform with its own organization contract work amounting to not less

than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

7. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

8. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

9. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

10. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the

project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to 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). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and
1200.220.

1. Instructions for Certification — First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a

material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 — 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
    a. To the extent that qualified persons regularly residing in the area are not available.
    b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
    c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT E

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, **AUGUSTA-RICHMOND COUNTY**, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations
   The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination
   The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
   In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
   In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit F

GEORGIA DEPARTMENT OF TRANSPORTATION

BUY AMERICA CERTIFICATE OF COMPLIANCE

Date _____, 20_____

WE, Augusta-Richmond County (SPONSOR)

Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this PROJECT.

P.I. No. 0020263 - Broad Street from 15th Street to East Boundary Street, Richmond COUNTY

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the SPONSORS. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or $2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____day of _____, _____.

_____ My Commission Expires: _____
Notary Public/Just of the Peace

Exhibit G

BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS

Date _____, 20_____

WE, Augusta-Richmond County (SPONSOR)

Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "BUILD AMERICA, BUY AMERICA" ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

P.I. No. 0020263 - Broad Street from 15th Street to East Boundary Street, Richmond COUNTY

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the SPONSOR. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____day of _____, _____.

_____ My Commission Expires: _____
Notary Public/Just of the Peace

APPENDICES

Appendix A	Certification of Augusta-Richmond County Drug-Free Workplace
Appendix B	Certification of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix D	Sexual Harassment Prevention Policy Compliance
Appendix E	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
Appendix F	Certification of the Georgia Department of Transportation
Appendix G	Certification of Augusta-Richmond County
Appendix H	Augusta-Richmond County Certification Regarding Debarment, Suspension, and Other Responsibility Matters

APPENDIX A

CERTIFICATION OF Augusta-Richmond County

DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901 and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,

2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,

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

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

_____ _____

Date Signature

Name:_____

Title:_____

APPENDIX B
CERTIFICATION OF COMPLIANCES

I hereby certify that I am the duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

_____ _____

Date Signature

Name: _____

Title: _____

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	P.I. No. 0020263 - BROAD STREET FROM 15TH STREET TO EAST BOUNDARY STREET
Sponsor's Name:	Augusta-Richmond County
Sponsor's Address:	452 Walker St., Suite 110 Augusta, GA 30901

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User ID Number (EEV/E-Verify Company Identification Number)

Date of Authorization

_____

Name of Sponsor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____ _____

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

_____ _____

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____DAY OF_____, 20__

_____

Notary Public

My Commission Expires: _____

APPENDIX D
SEXUAL HARRASMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s)deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy;

b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy;

2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDIX E

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

APPENDIX F
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

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

a. employ or retain, or agree to employ or retain, any firm or person, or

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

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

_____ _____
Date Commissioner

APPENDIX G
CERTIFICATION OF Augusta-Richmond County

STATE OF GEORGIA

I hereby certify that I am the Mayor of the Augusta-Richmond County in the State of Georgia, and that the above SPONSOR or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

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

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

_____ _____
Date Augusta-Richmond County MAYOR
Name: _____
Title: _____

APPENDIX H
Augusta-Richmond County
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of Augusta-Richmond County, whose address is 452 Walker Street Suite 110 Augusta, GA 30901, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,

3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.

4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

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

_____ _____

Date Signature

(Seal)

Name: _____

Title: _____

Instructions for Appendix H Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORs)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.

2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

July 25, 2025

Honorable Garnett L. Johnson, Mayor
ATTN: Dr. Hameed Malik, Ph.D., P.E., Director of Engineering
Augusta Engineering Department
452 Walker St., Suite 110
Augusta, GA 30901

Subject: **Construction Agreement for Execution**
P.I.0020264, Richmond County
Green Street Lighting Replacement
From 13th Street to East Boundary Street

Dear Mayor Johnson,

The Department accepts the recommendation from the Augusta-Richmond County to award Gexpro the contract for construction services concerning the above-mentioned project. In addition, the Department is requesting that the Augusta-Richmond County submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is $10,000.00 Please send payment in the amount of $ 10,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and other required obligations are met, a Notice to Proceed to Construction will be issued.

Should you have any questions or concerns, please contact the Department's Project Manager, Eucharia O. Agbame, at 404-831-6548.

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

CCB BGA

KWN:CCB:BGA:EOA
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Corbett Reynolds, District 2 Engineer
Kyle Brooks, District 2 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
AUGUSTA-RICHMOND COUNTY

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this agreement (Check only one):

☒ CFDA # 20.205 - Highway Planning and Construction
☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement ("Agreement"), made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", AUGUSTA-RICHMOND COUNTY, GEORGIA, acting by and through its Mayor hereinafter called the "SPONSOR" (the "Agreement"). The DEPARTMENT and SPONSOR may sometimes be referred to individually as the "PARTY" and collectively as the "PARTIES".

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid project which consists of the construction of project, which has been assigned the following GDOT project identification number, P.I. 0020264, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be to provide street Light components for Green Street from 13th Street to East Boundary Street as set forth in Exhibit A, WORK PLAN. The PROJECT is further defined by the PROJECT estimate sheets ("PROJECT PLANS"), which are on file with the DEPARTMENT and the SPONSOR and are incorporated by reference as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be conducted in an economically feasible manner and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the DEPARTMENT District 2, who will advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications - Construction of Transportation Systems (current edition), AASHTO guidelines; Federal Highway Administration("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal laws, DEPARTMENT's Right of Way Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the

PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR Chapter 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*), 23 CFR Part 645 Subparts A and B (*Utilities*), as well as Section 101 of Title 23 of the United States Code ("U.S.C.") (*Definitions-Construction*) and 23 U.S.C. *§*116 (*Maintenance*), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. § 313 and 23 CFR § 635.410), the SPONSOR will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided hereunder. The SPONSOR will include a provision implementing Buy America in every contract. Further, the SPONSOR must also comply with the requirements under the BUILD AMERICA, BUY AMERICA ACT (Public Law 117-58, §§ 70901-52), which extends coverage of BUY AMERICA to include construction materials used for this PROJECT. Concurrently with execution of this Agreement, the SPONSOR shall complete and submit Certificates of Compliance with BUY AMERICA and BUILD AMERICA, BUY AMERICA, each attached hereto as Exhibits F and G.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's Standard Specifications - Construction of Transportation Systems (current edition); and, any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, which is attached hereto as Exhibit D, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in

this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

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

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

ARTICLE II
COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit D, REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review

recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than 360 calendar days after receipt of the written “Notice to Proceed”(based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit B, WORK SCHEDULE, with the understanding of the PARTIES that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the PARTIES and evidenced by a written amendment thereto.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI
INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (complete the applicable statement):
☐ shall, obtain coverage from SPONSOR’s private insurance company or cause SPONSOR’s consultant/contractor to obtain coverage

OR

x is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI of the Agreement.

2. The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement.

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

a) Commercial General Liability Insurance of at least $1,000,000 per occurrence $3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of $1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

b) Workers Compensation Insurance in accordance with the laws of the State of Georgia.

4. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

5. The insurance certificate must provide the following:
a) Name, address, signature and telephone number of authorized agents.
b) Name and address of insured.
c) Name of Insurance Company.
d) Description of coverage in standard terminology.
e) Policy number, policy period and limits of liability.
f) Name and address of State Agency as certificate holder.
g) Thirty (30) day written notice of cancellation.
h) Details of any special policy exclusions.

6. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to insurance.

7. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by

judgment or settlement, SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article VII and as shown in Exhibit C, BUDGET ESTIMATE, is **Nine hundred eighty-two thousand, two hundred fifty-five dollars and zero cents ($982,255.00).**

It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is **Seven hundred eighty-five thousand, eight hundred four dollars and zero cents ($785,804.00),** which is the DEPARTMENT'S maximum obligation. The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount.

The SPONSOR shall be solely responsible for any and all amounts in excess of the total maximum reimbursable amount for the PROJECT.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the

actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of Article XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

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

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, cost, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

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

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its or its subcontractor’s proposal. The SPONSOR shall notify the DEPARTMENT where such records and documents are kept. The SPONSOR shall make all such materials available for inspection by the DEPARTMENT, its authorized representative(s), and any reviewing agencies at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, at no cost to the DEPARTMENT. The SPONSOR shall furnish copies thereof upon request. The SPONSOR agrees that the provisions of this Article XII shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

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

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

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

ARTICLE XIV
TERMINATION

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

It is understood by the PARTIES hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

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

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use and modify the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

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

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

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

2. The SPONSOR acknowledges and agrees that it shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit E of this Agreement.

3. The undersigned, on behalf of the SPONSOR, certifies that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

4. The SPONSOR acknowledges and agrees that it shall subcontract a minimum of Zero percent (0%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

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

6. The SPONSOR acknowledges and agrees that it shall comply, and shall require its contractors and subcontractors to comply, with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.

7. The SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix B (“Certification of Compliances”) of this Agreement and will comply in full with said provisions of O.C.G.A. Section 36-81-7.

8. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-1 *et seq.)* as stated

in Appendix B ("Certification of Compliances") and is not debarred from receiving financial assistance from the State of Georgia.

9. The SPONSOR acknowledges and agrees that it shall comply, and shall require its contractors and subcontractors to comply, with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

10. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia's Sexual Harassment Prevention Compliance Policy, as stated in Appendix D of this Agreement.

11. Pursuant to Section 13-10-91 of the Official Code of Georgia Annotated, the SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix E ("Georgia Security and Immigration Compliance Act Affidavit").

12. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation" as stated in Appendix E of this Agreement.

13. The SPONSOR acknowledges and agrees that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

14. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

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

ARTICLE XVIII
MISCELLANEOUS

1. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing

and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the PARTIES as follows:

On behalf of the DEPARTMENT:	**On behalf of the SPONSOR:**
Georgia Department of Transportation	Augusta-Richmond County
Attn:_____	Attn:_____
Title:_____	Title:_____
Address:_____	Address:_____
_____	_____
_____, GA 30308	_____
Telephone #:_____	Telephone #:_____
E-mail: _____@dot.ga.gov	Email:_____

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. In the event that any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY

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

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

4. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or PARTIES shall have any rights, or standing to assert any rights, under this Agreement in any manner.

5. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

6. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES.

7. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated by reference.

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

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

10. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

11. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all PARTIES hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

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

13. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program

Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of Zero(0) hours.

(SIGNATURES CONTAINED ON THE NEXT PAGE.)

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

GEORGIA DEPARTMENT OF TRANSPORTATION

By:_____
Commissioner

Attest:

_____
Treasurer

AUGUSTA-RICHMOND COUNTY, GEORGIA

By:_____(Seal)
Mayor

Name: **Garnett L. Johnson**
Signed, sealed and delivered
This _____,
in the presence of:

_____
Notary Public (Notary Seal)

Name:_____
Title:_____

This Agreement, approved by

AUGUSTA-RICHMOND COUNTY, on__, 20___.

Attest:

_____
Name and Title

_____
Federal Employer Identification Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Work Schedule
Exhibit C	Budget Estimate
Exhibit D	Required Contract Provisions, Federal-Aid Construction Contracts
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Buy America Certificate of Compliance
Exhibit G	Build America, Buy America Certificate of Compliance for Construction Materials

EXHIBIT A

WORK PLAN

Augusta-Richmond County

P.I. No. 0020264

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

To replace the existing streetlight fixtures along Greene Street in Richmond County with Sternberg LED fixtures.

EXHIBIT B

WORK SCHEDULE

Augusta-Richmond County

P.I. No. 0020264

Project work to begin within **02** MONTHS of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance.

Award contract	October 2025
Construction NTP	After contract execution
Corrective List	January 2026
Final inspection	April 2026

EXHIBIT C

BUDGET ESTIMATE

AUGUSTA-RICHMOND COUNTY

P.I. No. 0020264

SOLE SOURCE PROVIDER DOCUMENTATION ATTACHED

PI # 0020264

EXHIBIT C

$907,600.00
+$107,755.22
=$1,015,355.22

Print Form

Augusta GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Gexpro **E-Verify Number:** 375667

Commodity: Street Lighting Systems

Estimated annual expenditure for the above commodity or service: $ 907,600

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).

_____ 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.)

X 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.)

X 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: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature: _____ Date: 5/11/25

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

Rev. 09/10/12

Augusta GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM: Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Greene Street PI 0020264

Gexpro is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase the street light poles, fixtures, and bases for the Greene Street TIA project. These components are needed to complete the installation of the street lights along Greene Street between 12th St. and East Boundary. These components are the only ones that will provide the specialized needs of the department and permit standardization for bases and anchor bolts already in the field.

Gexpro is headquartered in Augusta, GA and has customers throughout the CSRA.

JU/SR

cc: File

Gexpro

Description:
CITY OF AUGUSTA - GREENE STREET

Quote #2561937
Updated On: 05/08/2025

Company Name:
RICHMOND CTY BD COMMISSIONER

Billing Address:
RICHMOND CTY BD COMMISSIONER (1073802)
ACCTING DEPT. 535 Telfair Stre
AUGUSTA, GA 30901-2371

Created Date:
5/8/25

Shipping Address:
CENTRAL SERVICE DEPT./BASEMENT 535 TELFAIR STREET
AUGUSTA, GA 30901-2371 US

Shipping Method:
Store Truck

FOB:
Destination

Sales Person:
Garrett Alford
Garrett.Alford@gexpro.com

Branch:
Augusta #7165
7067368422

Terms:
GIS03

	PRODUCTS	QTY	UNT PR / UOM	TOTALS
1.	PHASE 1 **Type:** LOT	1	$577,378.00[000] EA	$577,378.00

Products	Type	Mfr	Qty
PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4- .125/BK			42
1A-1914LED-1L30T3-MDL12-G-HSHS/CA6/ 8532.5ARTS8-RPBP/BK			50

ANCHOR BOLTS NOT INCLUDED - THESE WERE ORDERED BACK IN 2023

2.	PHASE 2 **Type:** LOT	1	$330,222.00[000] EA	$330,222.00

Products	Type	Mfr	Qty
PT-6130CLED-16L35T5-MDL016-CA-SV1F/4212FP4-.125/BK			100
60440: DIA. X 18 ABS FOR 4200 POLES *SET OF 4*	BOLT		100

*****BREAKAWAY COUPLINGS AND SKIRT NOT INCLUDED*****

*****WREATH HOOKS & GFI NOT INCLUDED*****

Entire Quote:

Sub Total:	$907,600.00
S/H:	FREIGHT ALLOWED $0.00
Tax:	Not Included
Total:	$907,600.00

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at https://www.rexelusainc.com/terms/terms.html

Full phone support at (888) 739-3577

Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays.

PI# 0020264

Print Form

Augusta GEORGIA

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: Grainger **E-Verify Number:** 203640

Commodity: Street Lighting Conductors

Estimated annual expenditure for the above commodity or service: $ 107,755.22

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).

_____ 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.)

X 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.)

X 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: Hameed Malik Department: AE&ESD Date: 5-9-25

Department Head Signature: _____ Date: 5/11/25

Approval Authority: _____ Date: _____

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS:

Rev. 09/10/12

Augusta GEORGIA

ENGINEERING DEPARTMENT

Hameed Malik, PE, Ph. D., Director
John Ussery, PE, Assistant Director of Traffic

MEMORANDUM

TO: Darrell White – Interim Procurement Director

FROM: Hameed Malik, P.E., Ph D., Engineering Director

DATE: May 9, 2025

SUBJECT: Street Light Components for Greene Street PI#0020264

Grainger is an industrial company that supplies street light, traffic signal, and other traffic control devices for public agencies. This sole source procurement proposal is to purchase conductors and associated equipment for the Greene Street TIA project. These components are needed to complete the installation of the street lights along Greene Street between 12th St. and East Boundary. These components are the only ones that will provide the specialized needs of the department and permit standardization for electrical components already in the field.

Grainger is headquartered in Illinois and has customers throughout the CSRA and United States.

JU/SR

cc: File

Augusta Engineering Administration
452 Walker St, Suite 110 - Augusta, Georgia 30901
Phone: (706) 796-5040 - Fax: (706) 796-5045
www.augustaga.gov

GRAINGER
FOR THE ONES WHO GET IT DONE

Date Created 05/09/2025

Customer Quotation

Expiration Date 06/08/2025

Project/Job	Greene St Ph I	**Customer Account Name**	AUGUSTA RICH COUNTY PURCHASING
Attention	-		
Department	-	**Customer Account Number**	0822141362
		Grainger Quote Number	QTE2609160622
		Requisition name	-

Ship to
AUGUSTA RICH COUNTY PURCHASING
535 Telfair St Ste 605
Augusta, GA, 30901-2377

Notes
-

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
14V972	**Insulated Multitap Connector: Black, 3 Ports, For Wire Sizes 14 AWG – 1/0 AWG** POLARIS IPL1/0-3B Country of Origin USA	300	$38.24	$11472.00
4XC12	**Fuse: 5 A Amps, 250V AC, 10kA at 125V AC/200A at 250V AC, FNM** BUSSMANN FNM-5 Country of Origin Mexico	200	$10.40	$2080.00
5FXU7	**In-Line Fuse Holder: 2 Poles, 0 to 30 A, 600V AC/DC, Crimp, Nonindicating, Breakaway with Boots** MERSEN FEX-11-11-BA Country of Origin Mexico	100	$217.05	$21705.00
38NF51	**Building Wire: Copper, 12 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN** SOUTHWIRE 58018204 Country of Origin USA	15	$303.17	$4547.55

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale.

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GRAINGER
FOR THE ONES WHO GET IT DONE

Date Created *05/09/2025*

862HR7	**Building Wire: Copper, 6 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN/THWN-2** APPROVED VENDOR WXP-6G-0601-02-1000 Country of Origin USA	12	$1,264.88	$15178.56
	This item requires special shipping, additional charges may apply.			
869ZW2	**Lever Wire Connector: Transparent, Polycarbonate, 2 Ports, 30 A Current, 600 V Max Volt, 50 PK** WAGO 221-612/K194-4045 Country of Origin Germany	18	$43.99	$791.82

Subtotal: $55774.93

Estimated Tax: N/A

Estimated Standard Shipping: FREE

Estimated Total: $55774.93

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale.

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GRAINGER
FOR THE ONES WHO GET IT DONE

Date Created 05/09/2025

Customer Quotation

Expiration Date 06/08/2025

Project/Job	Greene St Ph II	**Customer Account Name**	AUGUSTA RICH COUNTY PURCHASING
Attention	-		
Department	-	**Customer Account Number**	0822141362
		Grainger Quote Number	QTE2609787678
		Requisition name	-

Ship to
AUGUSTA RICH COUNTY PURCHASING
535 Telfair St Ste 605
Augusta, GA, 30901-2377

Notes
-

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
14V972	**Insulated Multitap Connector: Black, 3 Ports, For Wire Sizes 14 AWG – 1/0 AWG** POLARIS IPL1/0-3B Country of Origin USA	300	$38.24	$11472.00
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5FXU7	**In-Line Fuse Holder: 2 Poles, 0 to 30 A, 600V AC/DC, Crimp, Nonindicating, Breakaway with Boots** MERSEN FEX-11-11-BA Country of Origin Mexico	100	$217.05	$21705.00
38NF51	**Building Wire: Copper, 12 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN** SOUTHWIRE 58018204 Country of Origin USA	15	$303.17	$4547.55

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale.

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GRAINGER
FOR THE ONES WHO GET IT DONE

Date Created 05/09/2025

862HR7	**Building Wire: Copper, 6 AWG, 1 Conductors, Stranded, 1,000 ft Overall Lg, THHN/THWN-2** APPROVED VENDOR WXP-6G-0601-02-1000 Country of Origin USA	9	$1,264.88	$11383.92
	This item requires special shipping, additional charges may apply.			
869ZW2	**Lever Wire Connector: Transparent, Polycarbonate, 2 Ports, 30 A Current, 600 V Max Volt, 50 PK** WAGO 221-612/K194-4045 Country of Origin Germany	18	$43.99	$791.82

Subtotal: $51980.29

Estimated Tax: N/A

Estimated Standard Shipping: FREE

Estimated Total: $51980.29

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable. This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at https://www.grainger.com/content/mc/policies/terms-of-sale.

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EXHIBIT D

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
Ill. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:
ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504
of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR

Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer:
The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do So.

3. Dissemination of Policy:
All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment:
When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions:
Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic

inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions:

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors,

Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts

to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 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 recipient deems appropriate, which may include, but is not limited to:

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH—1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (@ U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH—1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates

contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dot.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30--day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dot.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30--day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. Fringe *benefits* not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in
§ 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

3. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor’s failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U S C 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U S C 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dot.gov/sites/doIgov/files/WHD/legacy/files/wh347/.pdf* o its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification

set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U S C 1001 and 1 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

5. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journey workers shall not be greater than permitted by the terms of the particular program.

6. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

7. **Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

8. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

9. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

10. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, M U.S.C. 1001.

11. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or _; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

" $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901—3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction
contracts on the National Highway System pursuant to 23 CFR 635.116.

6. The contractor shall perform with its own organization contract work amounting to not less

than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

7. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

8. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

9. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

10. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the

project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to 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). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and
1200.220.

1. Instructions for Certification — First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction

under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a

material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 — 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
    a. To the extent that qualified persons regularly residing in the area are not available.
    b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
    c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT E

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, **Augusta-Richmond County** , for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations
The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination
The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment
In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports
The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance
In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit F

GEORGIA DEPARTMENT OF TRANSPORTATION

BUY AMERICA CERTIFICATE OF COMPLIANCE

Date _____, 20_____

WE, Augusta-Richmond County (SPONSOR)

Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this PROJECT.

P.I. No. 0020264 - GREENE STREET FROM 13TH STREET TO EAST BOUNDARY STREET Richmond COUNTY

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the SPONSORS. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or $2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____day of _____, _____.

_____ My Commission Expires: _____
Notary Public/Just of the Peace

Exhibit G

BUILD AMERICA, BUY AMERICA CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS

Date _____, 20_____

WE, Augusta-Richmond County (SPONSOR)
Address: 452 Walker St., Suite 110 Augusta, GA 30901

Hereby certify that we are in compliance with the "BUILD AMERICA, BUY AMERICA" ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

P.I. No. 0020264 - *GREENE STREET FROM 13TH STREET TO EAST BOUNDARY STREET* Richmond COUNTY

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the SPONSOR. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____day of _____, _____.

_____ My Commission Expires: _____
Notary Public/Just of the Peace

APPENDICES

Appendix A	Certification of Augusta-Richmond County Drug-Free Workplace
Appendix B	Certification of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix D	Sexual Harassment Prevention Policy Compliance
Appendix E	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
Appendix F	Certification of the Georgia Department of Transportation
Appendix G	Certification of Augusta-Richmond County
Appendix H	Augusta-Richmond County Certification Regarding Debarment, Suspension, and Other Responsibility Matters

APPENDIX A

CERTIFICATION OF Augusta-Richmond County

DRUG-FREE WORKPLACE

I hereby certify that I am a duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901 and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,

2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,

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

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

_____ _____

Date Signature

Name:_____

Title:_____

APPENDIX B
CERTIFICATION OF COMPLIANCES

I hereby certify that I am the duly authorized representative of Augusta-Richmond County whose address is 452 Walker St., Suite 110 Augusta, GA 30901, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

(a) Each unit of local government having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

_____ _____

Date Signature

Name: _____

Title: _____

APPENDIX C
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	P.I. No. 0020263 - BROAD STREET FROM 15TH STREET TO EAST BOUNDARY STREET
Sponsor's Name:	Augusta-Richmond County
Sponsor's Address:	452 Walker St., Suite 110 Augusta, GA 30901

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User ID Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Sponsor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___DAY OF_____, 20___

Notary Public

My Commission Expires: _____

APPENDIX D
SEXUAL HARRASMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s)deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy;

b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy;

2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://doas.ga.gov/human-resources-administration/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDIX E

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

APPENDIX F
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

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

a. employ or retain, or agree to employ or retain, any firm or person, or

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

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

_____ _____
Date Commissioner

APPENDIX G
CERTIFICATION OF Augusta-Richmond County

STATE OF GEORGIA

I hereby certify that I am the Mayor of the Augusta-Richmond County in the State of Georgia, and that the above SPONSOR or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

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

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

_____ _____
Date Augusta-Richmond County MAYOR
Name: _____
Title: _____

APPENDIX H
Augusta-Richmond County
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of Augusta-Richmond County, whose address is 452 Walker Street Suite 110 Augusta, GA 30901, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,

3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.

4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

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

_____ _____

Date Signature

(Seal)

Name: _____

Title: _____

Instructions for Appendix H Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORs)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.

2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Broad Street and Greene Street Lighting Improvements Projects

GDOT Construction Agreements

GDOT PI #0020263 & PI #0020264

File Reference: 25 – 014(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Broad Street and Greene Street Lighting Improvements Projects (PI #0020263 & PI#0020264). Also authorize Augusta Mayor and Clerk of Commission to execute Construction Agreement and its associated documents (electronic and hard copy). /AE

Background: Broad Street & Greene Street lighting improvements is supplement to TIA funded downtown roadways improvements Projects. Exiting streetlighting fixture upgrade/replacement is listed in the Augusta Metropolitan Planning Organization (MPO) TIP. The Project cost is paid by FHWA federal funds as cost sharing project (Federal:80/Local:20). Federal funding became available under FHWA "Carbon Reduction" program. The purpose of this project is upgrading/replacing existing aging fixtures for improving street lighting within respective corridor.

Analysis: It is supplemental project covering cost of lighting fixtures/material. Construction being let by Augusta and GDOT will release Construction NTP soon after execution of subject Construction agreement (Agreement). Execution of the Agreement is time sensitive to avoid material cost escalation. The Agreements allow GDOT federal funding assistance to complete subject improvements.

Financial Impact: Upon execution of GDOT Construction Agreement, Federal funds in amount of $1,282,479.60 and $785,804.00 become available for the Broad Street & Greene Street lighting fixtures upgrade projects respectively. Matching funds available in TIA funded construction part of the project.

Alternatives: Not proposed.

Recommendation: Motion to approve entering into Construction Agreement with the Georgia Department of Transportation (GDOT) for Broad Street and Greene Street Lighting Improvements Projects (PI #0020263 & PI#0020264). Also authorize

Augusta Mayor and Clerk of Commission to execute Construction Agre
and its associated documents (electronic and hard copy). /AE

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: HM/sr

AGENDA ITEM NUMBER: _____
EDITION:_____

DATE: July 28, 2025

TO: HONORABLE GARNETT JOHNSON, MAYOR
MEMBERS OF COMMISSION
DON CLARK, CHAIRMAN,
ENGINEERING SERVICES COMMITTEE

THROUGH: TAMEKA ALLEN, ADMINISTRATOR

FROM: HAMEED MALIK, PHD., PE
DIRECTOR OF ENGINEERING

SUBJECT: DEDICATION OF: WORTHINGTON
FILE REFERENCE: 24-005(A)

CAPTION: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

BACKGROUND: The final plat for this portion of Worthington was approved by the Commission on March 18, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations and hereby requests acceptance of the utility deed.

ANALYSIS: This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: _____
EDITION:_____
July 28, 2025
Page Two

FINANCIAL IMPACT: By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

ALTERNATIVES:

1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington.
2. Do not approve and risk litigation.

RECOMMENDATION: Approve Alternative Number One.

REQUESTED AGENDA DATE: **Commission Meeting August 5, 2025**

DEPARTMENT DIRECTOR: _____

FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS:

N/A .
_____.
_____.

DEPARTMENT DIRECTOR: _____

ADMINISTRATOR: _____

FINANCE: _____

HM/

Attachments

cc: Walt Corbin PE – Engineering Manager
Agenda File
Main File

ENGINEERING DEPARTMENT
Hameed Malik, PhD., PE, Director
Plan & Review Section Manager
Richard A. Holliday, Sr. Lead Design Engineer

MEMORANDUM

To: Hameed Malik. P.E., PhD
Director of Engineering

Through: Brett Parsons, Principal Engineer Land Development BP

From: Richard A. Holliday, Lead Design Engineer RAH

Date: July 28, 2025

Subject: Certificate of Completion
Dedication of Worthington
File reference: 24-005(A3)

A final inspection has been conducted on the above-mentioned development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on March 18, 2025. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager
Chyvattee Vassar, Interim Director of Planning and Development
Kevin Boyd, Development Services Manager
File

20 P: 139
/10/2025 10:37 AM
8344 Pages: 3 Fees: $30.00
Sullivan
Clerk of Superior Court, Augusta-Richmond County, GA

THIS BOOK RETURNING FOR THE CLERK OF THE SUPERIOR COURT

FINAL PLAT FOR:

WORTHINGTON

SHEET 1

ZEMULA DRIVE

PROPERTY LOCATED IN AUGUSTA-RICHMOND COUNTY, GEORGIA

PREPARED BY:
ECHOLS SURVEYING & CONSTRUCTION SERVICES
1389 THOMSON ROAD
WASHINGTON, GEORGIA 30673
ben@echolssurveying.com
706-338-6303

PLAT DATE: 02/13/2025

PROJECT NUMBER: S-952

LAND DISTURBANCE PERMIT: 2022-095-LD

NOI GAR393915-V1

PLEASE NOTE, THAT THE FINAL ADDRESS SHOULD MATCH WHERE THE FINISHED DRIVEWAY IS LOCATED.

WHEN PERMITS ARE REQUESTED PLEASE USE THE ADDRESS THAT MATCHES THE LOCATION OF THE FINISHED DRIVEWAY.

Equipment used: CARLSON BRx7/TRIMBLE R8
HRMS: .008426 VRMS: 0.164042 PDOP: 1.0
Adjusted by: Least Squares
Field Work Completed on: 06/28/2023

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
ALL COORDINATES ARE GROUND COORDINATES.

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.

OWNER/DEVELOPER/PRIMARY PERMITEE

Land To Lots, LLC
817 Chaplin Rd
Chaplin, SC 29036

Contact: Jacob Wilkerson
803-240-3822

PROJECT DATA

WORTHINGTON (ZEMULA DRIVE)

TAX MAP PARCEL: 141-0-038-00-0
ZONING-R-1D, ONE FAMILY RESIDENTIAL
TOTAL ACRES= 24.04 ACRES
84 RESIDENTIAL LOTS: 8.78 ACRES
R/W OF STREET: 3.80 ACRES
COMMON AREA/RETENTION POND: 11.46 ACRES

THE DECLARATION OF CONDOMINIUM FOR WEDGEWOOD IS RECORDED IN DEED BOOK_____ PAGE_____ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEDGEWOOD IS RECORDED IN DEED BOOK_____, PAGE_____ IN THE SUPERIOR COURT OF RICHMOND COUNTY, GEORGIA RECORDS.

SEWER SERVICES: 6" (TYPICAL)
WATER SERVICES: 1" (TYPICAL)

NOTES:

1.) ALL COMMON AREAS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

2.) ALL STORM WATER COLLECTION FACILITIES WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE DEEDED TO AUGUSTA-RICHMOND COUNTY UNLESS OTHERWISE STATED. THE STORM WATER DETENTION FACILITIES SHALL REMAIN PRIVATE.

3.) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS SHOWN OTHERWISE.

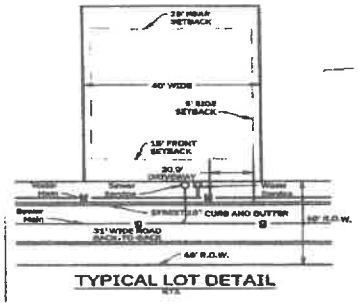
4.) STATE PLANE COORDINATES HORIZONTAL NAD 1983 / VERTICAL DATA 1988

5.) 20' UTILITY EASEMENT ON WATER AND SEWER LINES TO BE DEEDED TO RICHMOND COUNTY. EASEMENT TO BE 10' RIGHT AND LEFT OF ALL WATER AND SEWER LINES.

6.) RESERVING FIVE FOOT EASEMENTS ALONG ALL SIDE LOT LINES AND TEN FOOT EASEMENTS ALONG ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN, FOR DRAINAGE AND UTILITIES.

7.) THERE ARE TO BE NO FENCES PLACED INSIDE THE PRIVATE EASEMENT ALONG THE BACKS OF LOTS 29 THRU 48.

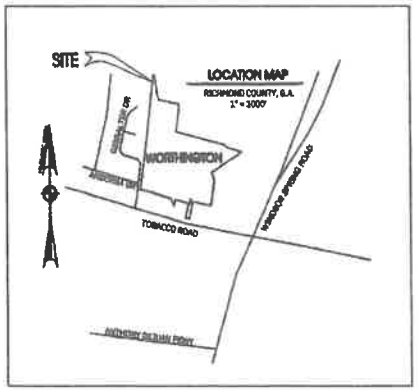
FEMA NOTE:
PER FEMA FLOOD INSURANCE RATE MAP 13245C0116G, EFFECTIVE NOVEMBER 16, 2019, THIS PROPERTY IS OUTSIDE THE FLOOD ZONE AREA



TYPICAL LOT DETAIL
NTS

BEARINGS & DISTANCES

Id	Bearing	Distance
L1	N 80°00'44" E	32.50'
L2	N 80°00'44" E	40.00'
L3	N 80°00'44" E	40.00'
L4	N 80°12'10" E	40.00'
L5	N 07°23'23" E	35.35'
L6	S 07°23'23" W	40.00'
L7	S 07°23'23" W	40.00'
L8	S 07°23'23" W	40.00'
L9	S 07°23'23" W	40.00'
L10	S 07°23'23" W	40.00'
L11	S 07°23'23" W	40.00'
L12	S 07°23'23" W	40.00'
L13	S 07°23'23" W	40.00'
L14	S 07°23'23" W	40.00'
L15	S 07°23'23" W	40.00'
L16	S 07°23'23" W	40.00'
L17	S 07°23'23" W	40.00'
L18	S 07°23'23" W	40.00'
L19	S 07°23'23" W	40.00'
L20	S 07°23'23" W	40.00'
L21	S 07°23'23" W	40.00'
L22	S 07°23'23" W	40.00'
L23	N 82°36'37" W	45.50'
L24	S 07°23'23" W	40.00'
L25	S 82°36'37" E	14.50'
L26	N 07°23'23" E	54.82'
L27	N 07°23'23" E	46.21'
L28	N 78°42'49" W	33.56'
L29	N 78°42'49" W	40.00'
L30	N 78°42'49" W	40.00'
L31	N 78°42'49" W	40.00'
L32	N 78°42'49" W	40.00'
L33	N 78°42'49" W	40.00'
L34	N 78°42'49" W	40.00'
L35	N 78°42'49" W	40.00'
L36	N 78°42'49" W	40.00'
L37	N 78°42'49" W	40.00'
L38	N 78°42'49" W	40.00'
L39	N 78°42'49" W	40.00'
L40	N 78°42'49" W	40.00'
L41	N 78°42'49" W	40.00'
L42	N 78°42'49" W	40.00'
L43	N 78°42'49" W	40.00'
L44	N 78°42'49" W	40.00'
L45	N 13°17'11" E	35.00'
L46	N 13°17'11" E	29.57'
L47	N 80°00'44" E	40.00'
L48	N 80°00'44" E	40.00'
L49	N 80°00'44" E	36.00'
L50	S 80°00'44" W	25.17'
L51	S 80°00'44" W	40.00'
L52	S 80°00'44" W	40.00'
L53	S 80°00'44" W	40.00'
L54	S 80°00'44" W	46.00'
L55	S 80°00'44" W	46.00'
L56	S 80°00'44" W	41.00'
L57	S 80°00'44" W	40.00'
L58	S 80°00'44" W	40.00'
L59	S 80°00'44" W	11.78'
L60	N 07°23'23" E	34.10'
L61	N 07°23'23" E	40.00'
L62	N 07°23'23" E	40.00'
L63	N 07°23'23" E	40.00'
L64	N 07°23'23" E	40.00'
L65	N 07°23'23" E	59.00'
L66	N 07°23'23" E	47.00'
L67	N 07°23'23" E	40.00'
L68	N 07°23'23" E	40.00'
L69	N 07°23'23" E	40.00'
L70	S 78°42'49" E	54.50'
L71	S 78°42'49" E	45.00'
L72	S 78°42'49" E	45.00'
L73	S 78°42'49" E	40.00'
L74	S 78°42'49" E	40.00'
L75	S 78°42'49" E	40.00'
L76	S 78°42'49" E	40.00'
L77	S 78°42'49" E	40.00'
L78	S 78°42'49" E	40.00'
L79	S 78°42'49" E	38.00'



CURVE DATA

Id	Delta	Radius	Arc Length	Degree	Chord	Ch Beer
C1	39°53'57"	175.00'	121.88'	32°44'12"	119.43'	S 09°21'03" E
C2	40°53'56"	234.10'	167.11'	24°28'30"	163.56'	N 09°04'03" W
C3	90°00'00"	17.50'	27.49'	327°24'16"	24.75'	S 74°56'16" E
C4	12°31'44"	180.00'	39.36'	31°49'52"	39.28'	S 68°28'48" W
C5	12°31'44"	180.00'	39.36'	31°49'52"	39.28'	S 81°00'30" W
C6	12°31'44"	180.00'	39.36'	31°49'52"	39.28'	N 86°27'46" W
C7	97°36'57"	17.50'	29.81'	327°24'16"	26.33'	S 66°11'22" W
C8	43°32'51"	120.00'	91.21'	47°44'47"	89.03'	S 81°47'10" W
C9	82°24'03"	17.50'	25.17'	327°24'16"	23.06'	N 33°48'38" W
C10	96°53'48"	17.50'	29.29'	327°24'16"	25.99'	N 56°20'17" E
C11	84°08'12"	17.50'	25.69'	327°24'16"	23.44'	N 34°39'43" W
C12	90°00'00"	17.50'	27.49'	327°24'16"	24.75'	S 31°42'49" E
C13	90°00'00"	17.50'	27.49'	327°24'16"	24.75'	N 58°17'11" E
C14	03°12'34"	180.00'	10.06'	31°49'52"	10.06'	S 14°53'28" W
C15	11°43'10"	180.00'	36.82'	31°49'52"	36.75'	S 23°21'21" W
C16	11°57'02"	180.00'	37.54'	31°49'52"	37.48'	S 34°11'27" W
C17	12°12'58"	180.00'	38.36'	31°49'52"	38.29'	S 48°16'17" W
C18	12°13'34"	180.00'	38.41'	31°49'52"	38.34'	S 57°37'34" W
C19	90°00'00"	17.50'	27.49'	327°24'16"	24.75'	N 15°00'44" E
C20	13°27'40"	120.00'	28.19'	47°44'47"	28.13'	S 20°01'02" W
C21	33°15'22"	120.00'	69.67'	47°44'47"	68.69'	S 43°22'46" W
C22	05°11'15"	180.00'	16.30'	31°49'52"	16.29'	N 77°36'17" W

Surveyor's Certification:

"I hereby certify that the information shown hereon represents a Field Survey made under my supervision on 1/18/2023. I further certify that all information depicted is a correct representation of actual field conditions and that all horizontal and vertical dimensions and grade lines are a true representation of existing conditions at the time of survey."
"Individual measurements of lots and blocks within the subdivision shall be accurate within a minimum of one (1) part in three thousand (3,000)"

02/13/2025

BENJAMIN O. ECHOLS (GA REGISTERED LICENCED SURVEYOR NO. 3320)
1389 THOMSON ROAD
WASHINGTON, GEORGIA 30673
706-338-6303
ben@echolssurveying.com

Engineer's Certification:

"I hereby certify that all post-construction stormwater integrated management practices (IMPs), stormwater infrastructure and water quality components constructed as part of the approved development plans have been built substantially in accordance with the approved plans and specifications. Any deviations indicated on this As-Built Plan will not prevent the proper function of the infrastructure shown hereon in accordance with local and state standards. Further, I certify that the construction of the paved surfaces are in accordance with the approved plans. These determinations are based upon on-site observations of construction, scheduled and conducted by me or a project representative under my direct supervision."

PROFESIONAL ENGINEER — DATE:
JOSHUA ROBERTSON RABON
PE 040121
CIVIL ENGINEERING OF COLUMBIA
3740A FERNANDINA ROAD
COLUMBIA, SC 29210
803-798-2820
josh@cecola.com

CONTRACTOR'S CERTIFICATION BLOCK:

"ALL WATER LINE MATERIAL IS CONSTRUCTED OF C900 PVC CL 200 (UNLESS OTHERWISE NOTED) AND ALL SANITARY SEWER LINES ARE CONSTRUCTED OF SDR-35 PVC PIPE (UNLESS OTHERWISE NOTED)"

CONTRACTOR — DATE: 2/13/25

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)
AUGUSTA COMMISSION
DATE APPROVED 3-18-25

APPROVED FINAL PLAT
(NOT VALID UNTIL SIGNED)
AUGUSTA-RICHMOND COUNTY
PLANNING COMMISSION
DATE APPROVED 3-18-25

D: PLAT B: 20 P: 140 04/10/2025 10:37 AM
Doc # 2025016344 Page 2 of 3

SHEET 2 OF 3

FINAL PLAT FOR:
WORTHINGTON

ZEMULA DRIVE

PROPERTY LOCATED IN AUGUSTA-RICHMOND COUNTY, GEORGIA

PREPARED BY:
ECHOLS SURVEYING & CONSTRUCTION SERVICES
1389 THOMSON ROAD
WASHINGTON, GEORGIA 30673
ben@echolssurveying.com
706-338-4363

PLAT DATE: 02/13/2025

PROJECT NUMBER: S-962

LAND DISTURBANCE PERMIT: 2022-095-LD

NOI GAR353915-VI

OWNER/DEVELOPER/PRIMARY PERMITEE

Land To Lots, LLC
817 Chapin Rd
Chapin, SC 29036

Contact: Jacob Wilkerson
803-240-3872

PROJECT DATA

WORTHINGTON (ZEMULA DRIVE)

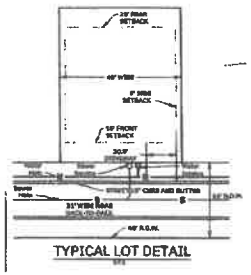
TAX MAP PARCEL: 141-0-038-06-0
ZONING-R-10, ONE FAMILY RESIDENTIAL
TOTAL ACRES= 24.04 ACRES
84 RESIDENTIAL LOTS: 8.78 ACRES
R/W OF STREET: 3.80 ACRES
COMMON AREA/RETEATION POND: 11.46 ACRES

Equipment used: CARLSON BRx7/TRIMBLE VRS
HRMS: .006426 VRMS: 0.164042 PDOP: 1.0
Adjusted by: Least Squares
Field Work Completed on: 06/28/2023

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
ALL COORDINATES ARE GROUND COORDINATES.

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.

FEMA NOTE:
PER FEMA FLOOD INSURANCE RATE MAP 13245C0116D, EFFECTIVE NOVEMBER 15, 2019, THIS PROPERTY IS OUTSIDE THE FLOOD ZONE AREA



TYPICAL LOT DETAIL

BENCHMARK LOCATIONS

Number	North	East	Elevation
BM1 PK NAIL	1228997.70'	683616.87'	458.11'
BM2 PK NAIL	1229507.12'	683682.63'	430.73'
BM3 PK NAIL	1229396.20'	684276.25'	429.95'

LEGEND

- ⊕ #4 Rebar Set (RSS)
- ● Iron Pin Found As Described
- Ⓢ Sanitary Sewer Manhole
- Ⓒ Sanitary Sewer Service/Cleanout
- Fire Hydrant & 6" Valve
- Ⓦ Water Valve
- Water Service (3/4" Unless Otherwise Noted)

BEARINGS & DISTANCES

Id	Bearing	Distance
L1	N 80°00'44" E	32.00'
L2	N 80°00'44" E	40.00'
L3	N 80°00'44" E	40.00'
L4	N 80°15'10" E	40.00'
L5	S 07°23'23" E	16.36'
L6	S 07°23'23" W	40.00'
L7	S 07°23'23" W	40.00'
L8	S 07°23'23" W	40.00'
L9	S 07°23'23" W	40.00'
L10	S 07°23'23" W	40.00'
L11	S 07°23'23" W	40.00'
L12	S 07°23'23" W	40.00'
L13	S 07°23'23" W	40.00'
L14	S 07°23'23" W	40.00'
L15	S 07°23'23" W	40.00'
L16	S 07°23'23" W	40.00'
L17	S 07°23'23" W	40.00'
L18	S 07°23'23" W	48.00'
L19	S 01°52'22" W	40.00'
L20	S 01°52'22" W	40.00'
L21	S 01°52'22" W	40.00'
L22	S 01°52'22" W	40.00'
L23	N 82°36'37" W	45.50'
L24	S 01°23'23" W	40.00'
L25	S 82°36'37" E	14.50'
L26	N 01°23'23" E	54.62'
L27	N 07°31'23" E	45.21'
L28	N 76°42'48" W	32.90'
L29	N 76°42'48" W	40.00'
L30	N 76°42'48" W	40.00'
L31	N 76°42'48" W	40.00'
L32	N 76°42'48" W	40.00'
L33	N 76°42'48" W	40.00'
L34	N 76°42'48" W	40.00'
L35	N 76°42'48" W	40.00'
L36	N 76°42'48" W	40.00'
L37	N 76°42'48" W	40.00'
L38	N 76°42'48" W	40.00'
L39	N 76°42'48" W	48.00'
L40	N 76°42'48" W	40.00'
L41	N 76°42'48" W	40.00'
L42	N 76°42'48" W	40.00'
L43	N 76°42'48" W	40.00'
L44	N 76°42'48" W	40.00'
L45	N 13°17'11" E	36.02'
L46	N 13°17'11" E	38.51'
L47	N 80°00'44" E	40.00'
L48	N 80°00'44" E	40.00'
L49	N 80°00'44" E	35.00'
L50	S 80°00'44" W	25.17'
L51	S 80°00'44" W	40.00'
L52	S 80°00'44" W	40.00'
L53	S 80°00'44" W	40.00'
L54	S 80°00'44" W	40.00'
L55	S 80°00'44" W	40.00'
L56	S 80°00'44" W	40.00'
L57	S 80°00'44" W	40.00'
L58	S 80°00'44" W	40.00'
L59	S 80°00'44" W	13.79'
L60	S 07°23'23" E	34.36'
L61	S 07°23'23" E	40.00'
L62	S 07°23'23" E	40.00'
L63	S 07°23'23" E	40.00'
L64	S 07°23'23" E	40.00'
L65	S 07°23'23" E	58.00'
L66	S 07°23'23" E	47.00'
L67	S 07°23'23" E	40.00'
L68	S 07°23'23" E	40.00'
L69	S 07°23'23" E	40.00'
L70	S 76°42'48" E	48.00'
L71	S 76°42'48" E	48.00'
L72	S 76°42'48" E	48.00'
L73	S 76°42'48" E	40.00'
L74	S 76°42'48" E	40.00'
L75	S 76°42'48" E	40.00'
L76	S 76°42'48" E	40.00'
L77	S 76°42'48" E	40.00'
L78	S 76°42'48" E	40.00'
L79	S 76°42'48" E	38.00'
L80	N 13°20'44" E	38.00'
L81	S 74°56'15" E	34.78'
L82	N 58°11'22" E	38.32'
L83	N 32°48'38" W	23.00'
L84	N 58°21'11" E	38.99'
L85	S 34°39'47" E	23.44'
L86	S 31°42'48" E	34.76'
L87	N 58°17'11" E	34.76'

CURVE DATA

Id	Delta	Radius	Arc Length	Degree	Chord	Ch Bear
C1	36°26'57"	275.00'	174.89'	20°49'21"	171.97'	S 00°23'05" E
C2	10°53'56"	234.10'	44.54'	24°28'32"	103.68'	N 08°04'16" W
C3	12°53'44"	180.00'	39.39'	31°48'52"	39.29'	S 88°26'46" W
C4	12°53'44"	180.00'	39.39'	31°48'52"	39.29'	S 81°32'30" W
C5	12°53'44"	180.00'	39.39'	31°48'52"	39.29'	N 85°52'46" W
C6	49°52'31"	130.00'	81.21'	43°44'41"	78.69'	S 81°47'50" W
C7	09°12'24"	180.00'	28.92'	31°48'52"	28.89'	S 14°52'38" W
C8	11°43'10"	180.00'	36.82'	31°48'52"	36.76'	S 22°23'21" W
C9	11°51'02"	180.00'	37.23'	31°48'52"	37.16'	S 34°17'17" W
C10	12°12'38"	180.00'	38.36'	31°48'52"	38.29'	S 46°35'17" W
C11	12°12'38"	180.00'	38.41'	31°48'52"	38.34'	S 57°37'34" W
C12	13°27'40"	130.00'	29.16'	43°44'41"	29.13'	S 20°01'02" W
C13	49°52'31"	130.00'	89.57'	43°44'41"	86.82'	S 41°22'48" W
C14	05°11'19"	180.00'	16.30'	31°48'52"	16.29'	N 77°38'21" W

D: PLAT B: 20 P: 141 04/10/2025 10:37 AM
Doc # 2025016344 Page 3 of 3

FINAL PLAT FOR:
WORTHINGTON

ZEMULA DRIVE

PROPERTY LOCATED IN AUGUSTA-RICHMOND COUNTY, GEORGIA

PREPARED BY:
ECHOLS SURVEYING & CONSTRUCTION SERVICES
1389 THOMSON ROAD
WASHINGTON, GEORGIA 30673
ben@echolssurveying.com
706-336-8303

PLAT DATE: 02/13/2025

PROJECT NUMBER: S-952

LAND DISTURBANCE PERMIT: 2022-065-LD

NOI GAR353915-W

OWNER/DEVELOPER/PRIMARY PERMITEE

Land To Lots, LLC
917 Chaplin Rd
Chaplin, SC 29036

Contact: Jacob Wilkerson
803-240-3822

PROJECT DATA

WORTHINGTON (ZEMULA DRIVE)

TAX MAP PARCEL: 141-0-638-06-0
ZONING-R-1D, ONE FAMILY RESIDENTIAL
TOTAL ACRES= 24.04 ACRES
84 RESIDENTIAL LOTS: 8.78 ACRES
R/W OF STREET: 3.80 ACRES
COMMON AREA/RETENTION POND: 11.46 ACRES

Equipment used: CARLSON BRx7/TRIMBLE VRS
HRMS: .098425 VRMS: 0.164042 PDOP: 1.0
Adjusted by: Least Squares
Field Work Completed on: 06/28/2023

STATE PLANE COORDINATE DATUM
NAD 83 GEORGIA EAST ZONE
ALL COORDINATES ARE GROUND COORDINATES.

VERTICAL DATUM
ALL ELEVATIONS SHOWN ARE NAVD 88.

FEMA NOTE:
PER FEMA FLOOD INSURANCE RATE MAP #13245C0115G, EFFECTIVE NOVEMBER 16, 2019, THIS PROPERTY IS OUTSIDE THE FLOOD ZONE AREA.

CURVE DATA

Id	Delta	Radius	Arc Length	Degree	Chord	Ch Bear
C1	39°53'57"	175.00'	121.88'	32°44'15"	119.49'	S 08°27'09" E
C2	49°53'56"	234.70'	167.11'	24°23'20"	161.93'	N 08°54'02" W
C3	12°31'44"	180.00'	39.36'	31°49'31"	39.28'	S 88°28'49" W
C4	12°31'44"	180.00'	39.36'	31°49'31"	39.28'	S 81°02'58" W
C5	12°31'44"	180.00'	39.36'	31°49'31"	39.28'	N 68°27'46" W
C6	63°32'51"	120.00'	81.21'	47°44'53"	89.63'	S 81°47'10" W
C7	03°12'51"	180.00'	10.08'	31°49'31"	10.08'	S 14°53'28" W
C8	11°43'10"	180.00'	36.82'	31°49'31"	36.76'	S 22°21'21" W
C9	11°57'02"	180.00'	37.54'	31°49'31"	37.46'	S 34°11'37" W
C10	12°12'06"	180.00'	38.36'	31°49'31"	38.28'	S 46°18'17" W
C11	12°13'24"	180.00'	38.41'	31°49'31"	38.34'	S 57°37'34" W
C12	13°27'40"	120.00'	28.19'	47°44'53"	28.13'	S 20°01'02" W
C13	33°18'52"	120.00'	69.57'	47°44'53"	68.62'	S 43°22'46" W
C14	09°11'15"	180.00'	16.30'	31°49'31"	16.29'	N 77°36'17" W

1" = 50'

BENCHMARK LOCATIONS

Number	North	East	Elevation
BM1 PK NAIL	1229997.70'	683616.87'	438.11'
BM2 PK NAIL	1229507.12'	683682.63'	430.73'
BM3 PK NAIL	1229366.20'	684279.25'	429.95'

LEGEND

- ● #4 Rebar Set (RBS)
- ○ Iron Pin Found As Described
- Ⓢ Sanitary Sewer Manhole
- ○ Sanitary Sewer Service/Cleanout
- Fire Hydrant & 6" Valve
- Water Valve
- Water Service (3/4" Unless Otherwise Noted)

BEARINGS & DISTANCES

Id	Bearing	Distance
L1	N 80°05'54" E	30.80'
L2	N 80°05'44" E	40.00'
L3	N 80°05'04" E	40.00'
L4	N 80°12'10" E	40.00'
L5	N 09°27'25" E	36.26'
L6	S 09°27'23" W	40.00'
L7	S 09°27'23" W	40.00'
L8	S 09°27'23" W	40.00'
L9	S 09°27'23" W	40.00'
L10	S 09°27'23" W	40.00'
L11	S 09°27'23" W	40.00'
L12	S 09°27'23" W	40.00'
L13	S 09°27'23" W	40.00'
L14	S 09°27'23" W	40.00'
L15	S 09°27'23" W	40.00'
L16	S 09°27'23" W	40.00'
L17	S 09°27'23" W	40.00'
L18	S 09°27'23" W	40.00'
L19	S 09°27'23" W	40.00'
L20	S 09°27'23" W	40.00'
L21	S 09°27'23" W	40.00'
L22	S 09°27'23" W	40.00'
L23	N 82°08'37" W	40.00'
L24	N 09°27'23" E	40.00'
L25	S 82°08'37" E	40.00'
L26	N 09°27'23" E	34.82'
L27	N 31°43'23" E	39.25'
L28	N 76°42'46" W	40.00'
L29	N 76°42'46" W	40.00'
L30	N 76°42'46" W	40.00'
L31	N 76°42'46" W	40.00'
L32	N 76°42'46" W	40.00'
L33	N 76°42'46" W	40.00'
L34	N 76°42'46" W	40.00'
L35	N 76°42'46" W	40.00'
L36	N 76°42'46" W	40.00'
L37	N 76°42'46" W	40.00'
L38	N 76°42'46" W	40.00'
L39	N 76°42'46" W	40.00'
L40	N 76°42'46" W	40.00'
L41	N 76°42'46" W	40.00'
L42	N 76°42'46" W	40.00'
L43	N 76°42'46" W	40.00'
L44	N 76°42'46" W	40.00'
L45	N 13°17'11" E	35.00'
L46	N 13°17'11" E	29.57'
L47	N 80°05'44" E	40.00'
L48	N 80°05'44" E	40.00'
L49	N 80°05'04" E	40.00'
L50	S 80°05'44" W	40.00'
L51	S 80°05'44" W	40.00'
L52	S 80°05'44" W	40.00'
L53	S 80°05'44" W	40.00'
L54	S 80°05'44" W	40.00'
L55	S 80°05'44" W	40.00'
L56	S 80°05'44" W	40.00'
L57	S 80°05'44" W	40.00'
L58	S 80°05'44" W	40.00'
L59	S 80°05'44" W	11.79'
L60	N 09°23'23" E	34.13'
L61	N 09°23'23" E	40.00'
L62	N 09°23'23" E	40.00'
L63	N 09°23'23" E	40.00'
L64	N 09°23'23" E	40.00'
L65	N 09°23'23" E	40.00'
L66	N 09°23'23" E	40.00'
L67	N 09°23'23" E	40.00'
L68	N 09°23'23" E	40.00'
L69	N 09°23'23" E	40.00'
L70	N 76°42'46" E	40.00'
L71	N 76°42'46" E	40.00'
L72	N 76°42'46" E	40.00'
L73	N 76°42'46" E	40.00'
L74	N 76°42'46" E	40.00'
L75	N 76°42'46" E	40.00'
L76	N 76°42'46" E	40.00'
L77	N 76°42'46" E	40.00'
L78	N 76°42'46" E	40.00'
L79	N 76°42'46" E	40.00'
L80	N 13°09'44" E	24.78'
L81	N 74°08'16" E	24.15'
L82	N 58°11'27" E	20.33'
L83	N 33°48'36" W	23.06'
L84	N 58°20'17" E	23.56'
L85	S 34°36'42" E	23.44'
L86	S 31°43'48" E	24.78'
L87	N 58°11'11" E	24.78'

N/F
MORTON ALEXANDER MELDEAU JR
(DB 1322, PG 1862)
R-1B

N/F
KITCHEN CHARLOTTE NUNTE
(DB 1169, PG 2147)
R-1

EXISTING DETENTION POND
(TO REMAIN PRIVATE)

N/F
KITCHEN CHARLOTTE NUNTE
(DB 1169, PG 2147)
R-1

SPANISH TRACE SUBDIVISION SEC. III
R-1B

N: 1229722.13
E: 683460.28'

30' CITY OF AUGUSTA
EXISTING SANITARY SEWER EASEMENT

30' CITY OF AUGUSTA
EXISTING SANITARY SEWER EASEMENT

30' CITY OF AUGUSTA
SANITARY SEWER EASEMENT

180' ATT TOWER

MATCHLINE

MATCHLINE

SUBDIVISION SEC. III

D: PLAT B: 20 P: 141
Recorded
Doc # 2025016344
Page # 3 Fees: $36.00

Return To:
Augusta Engineering
452 Walker Street, Suite
Augusta, Georgia 30901
Attn: Diane Hilliard

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

DEED OF DEDICATION
Worthington Subdivision
Roads and Storm System

THIS INDENTURE, made and entered into this ___ day of _____, 2025, by and between **GSH LAND FUND, LLC**, a South Carolina limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar ($1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the roads and storm sewer system as the same are now located within a certain 60' R/W (Odyssey Drive, Cobra Drive, Mizuno Drive, and Zemula Drive) and additional drainage and utility easements shown and delineated on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of

Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewer system.

TOGETHER with all that lot or parcel of land shown and designated as Odyssey Drive, Cobra Drive, Mizuno Drive, and Zemula Drive - 60' R/W on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

ADDITIONALLY, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:

Witness

Notary Public

State of South Carolina

County of Lexington

My Commission Expires 9.22.31
(SEAL)

GSH LAND FUND, LLC, a South Carolina limited liability company

By: _____
Christopher Barrett

As its: Authorized Person

ACCEPTED BY:

AUGUSTA, GEORGIA

_____
Witness

By_____
Garnett L. Johnson
As Its: Mayor

_____
Notary Public

Attest: _____
Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return To:
Augusta Engineering
452 Walker Street, Suite
Augusta, Georgia 30901
Attn: Diane Hilliard

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

MAINTENANCE AGREEMENT
Worthington Subdivision
Roads and Storm System

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between **GSH LAND FUND, LLC**, a South Carolina limited liability company, hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, and appurtenances for Odyssey Drive (60' R/W), Cobra Drive (60' R/W), Mizuno Drive (60' R/W), and Zemula Drive (60' R/W) as shown on the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141; and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the plat titled FINAL PLAT FOR WORTHINGTON, as prepared by Benjamin O. Echols, GA RLS No. 3320, dated February 13, 2025, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book # 20, Pages # 139-141.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the said Deed due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer

time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED
in our presence:

Witness

Notary Public

State of South Carolina

County of Lexington

My Commission Expires 9.22.31
(SEAL)

GSH Land Fund, LLC,
a South Carolina limited liability company

By: _____
Christopher Barrett

As its: Authorized Person

(SEAL)

ACCEPTED BY:

AUGUSTA, GEORGIA

_____
Witness

By_____
Garnett L. Johnson
As Its: Mayor

_____
Notary Public

Attest: _____
Lena Bonner
As Its: Clerk of Commission

State of Georgia, County of _____

(SEAL)

My Commission Expires: _____

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Cobra Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Cobra Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Cobra Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at ℄ of End of Road

Extending N approx. 666' to End of Road

(b) Length of road to nearest 1/100th mile:

0. 13 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

_____
Witness

_____
Notary Public
State of Georgia, County of _____

My Commission Expires_____
(Notary Seal)

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest:_____
Lena Bonner
As Its Clerk of Commission

(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Mizuno Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Mizuno Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Mizuno Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at ℄ of Cobra Drive

Extending SE, NE then N approx. 856.34' to ℄ of Odyssey Drive

(b) Length of road to nearest 1/100th mile:

0. 16 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

_____
Witness

_____
Notary Public
State of Georgia, County of _____

My Commission Expires_____
(Notary Seal)

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest:_____
Lena Bonner
As Its Clerk of Commission

(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Odyssey Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Odyssey Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Odyssey Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at ℄ of Cobra Drive

Extending SE approx. 702.30' to End of Road

(b) Length of road to nearest 1/100th mile:

0.13 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

_____
Witness

_____
Notary Public
State of Georgia, County of _____

My Commission Expires_____
(Notary Seal)

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest:_____
Lena Bonner
As Its Clerk of Commission

(SEAL)

Return To:
Augusta Engineering Department
452 Walker Street Ste. 110
Augusta, Ga 30901
Attn: Survey Department

SUBDIVISION: **WORTHINGTON**

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Zemula Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Zemula Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Zemula Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at ℄ of Mizuno Drive

Extending SE then S approx. 379.39' to ℄ of existing Zemula Drive

(b) Length of road to nearest 1/100th mile:

0.07 mile

(c) Width & type of road surface:

31 feet from back of curb to back of curb;
Type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

ACCEPTED

_____
Witness

_____
Notary Public
State of Georgia, County of _____

My Commission Expires_____
(Notary Seal)

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest:_____
Lena Bonner
As Its Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets
WORTHINGTON

In this agreement, wherever herein GSH, PATKA or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, representatives and assigns of the same.

WHEREAS **GSH LAND FUND, LLC.**, a corporation established under the laws of the State of South Carolina, hereinafter known as "GSH", owns a tract of land in Richmond County, Georgia, presently known as 2523 Tobacco Road (PIN 141-0-538-05-0), on which GSH has constructed a housing subdivision known as Worthington, and in which it has laid out a water distribution system and gravity sanitary sewerage system; and

WHEREAS it is the desire of GSH to deed the water distribution system and the gravity sanitary sewer system, to **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia acting by and through the Augusta Commission. hereinafter known as "AUGUSTA", for maintenance and control; and

WHEREAS a final plat for the above referenced subdivision has been prepared by Echols Surveying & Construction Services and is dated February 13, 2025, Said plat was approved by the Augusta-Richmond County Planning Commission on March 18, 2025, approved by the Augusta Commission on March 18, 2025, and filed in Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 20, Pages 139-141. Reference is hereby made to all aforesaid plat for a more complete and accurate description as to the land herein described; and

WHEREAS it is agreed that this document shall run with the land; and

WHEREAS AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS GSH has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private; and

WHEREAS GSH further agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

NOW THEREFORE, this indenture made this _____ day of _____2025, between GSH as Grantor and AUGUSTA as Grantee,

W I T N E S S E T H:

That GSH, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors and assigns, the following, to-wit:

> Exclusive 20-foot permanent easement(s), unless a differing width is noted on said plat, in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system as shown on the aforementioned plat, including those within the rights-of-way and those that are offsite.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other

lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

GSH further grants, relinquishes and dedicates to AUGUSTA any and all of its rights, claims, privileges and interests in and to a waterline easement between GSH and Shahida Firoz Patka, hereinafter referred to as "**PATKA**", in a certain Easement Agreement dated November 8, 2024, and recorded in the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1946, Pages 1005-1011.

GSH also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose and any other purpose granted within this document.

GSH agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no fences (including but not limited to stone, brick or block), buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND GHS, its successors, assigns and legal representatives will warrant and defend the right and title to the above described property, to AUGUSTA, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, GSH has hereunto set its hand and affixed their seals the day and year first above written.

GSH LAND FUND, LLC

Witness Kara Bailey Hamilton

By: _____
Christopher Barrett
United Homes Group, Inc. Director of Finance, Corporate Land, with signing Authority granted by a document dated March 11, 2025 and entitled CONSENT AND ACTION IN LIEU OF MEETING OF THE MEMBERS AND THE MANAGER OF GSH LAND FUND, LLC, a copy of which is hereby attached as Exhibit "A."

Amanda Disbrow
Notary Public

State of South Carolina

County of Lexington

My Commission Expires: 4/15/2032

(Notary Seal)

Amanda Disbrow
Notary Public, State of South Carolina
My Commission Expires April 15, 2032

And PATKA does join into this Deed of Dedication and hereby grants, relinquishes and dedicates to AUGUSTA any and all of her rights, claims, privileges and interests in and to the Easement Agreement between GSH and PATKA, dated November 8, 2024, and recorded in the Realty Records section of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Book 1946, Pages 1005-1011.

IN WITNESS WHEREOF, PATKA has hereunto set her hand and affixed her seal the day and year first above written.

Witness

By: Shahida Firoz Patka (Seal)
Shahida Firoz Patka

Notary Public

State of Georgia

County of Columbia

My Commission Expires: 8/18/25

(Notary Seal)

ACCEPTED:

AUGUSTA, GEORGIA

_____
Witness

By: _____
Garnett L. Johnson
As Its Mayor

_____
Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(Notary Seal)

CONSENT AND ACTION IN LIEU OF MEETING
OF THE MEMBERS AND THE MANAGER
OF
GSH LAND FUND, LLC

March 11TH, 2025

THE UNDERSIGNED, being the sole voting member and the manager of GSH Land Fund, LLC, a South Carolina limited liability company (the "Company"), hereby consent and agree, by signing this written consent, to the adoption of the following resolutions:

APPROVAL OF DEVELOPMENT WORK AND AUTHORIZATION TO EXECUTE DOCUMENTS REQUIRED FOR DEVELOPMENT

WHEREAS, the Company holds title to various tracts of land throughout the states of North Carolina, South Carolina and Georgia (the "Property"); and

WHEREAS, Company and Great Southern Homes, Inc., a South Carolina corporation ("GSH"), have previously entered into separate agreements for the development of the Property into residential subdivisions (the "Construction Contracts");

WHEREAS, as owner of the Property, Company will be required to execute and deliver certain documents which will be related to and required for certain approvals and permits involved with the development of the Property (the "Development Documents") as contemplated in the Construction Contracts;

WHEREAS, The Development Documents shall include, but not be limited to, (i) utility approval documents, including easement agreements to be granted to utility companies providing any and all types of utility services to the Property, (ii) covenants and reservations of restrictive covenants to be placed upon the Property, (iii) Affidavits of Ownership, (iv) environmental indemnifications and release agreements, (v) plats subdividing the Property in furtherance of the development of the Property, and (vi) any other related documents and instruments required in connection with the permits and approvals required for the development of the Property as contemplated in the Construction Contracts, to the extent such documents and instruments do not create financial obligations for the Company or expose the Company to potential financial liability for which the Company would not be entitled to reimbursement by GSH; and

WHEREAS, in the judgment of the undersigned, it is in the best interests of Company to grant signing authority for the Development Documents and any other documents requiring Company's signature which is related to the permitting and approvals required for the development of the Property as contemplated in the Construction Contracts.

NOW THEREFORE, BE IT RESOLVED, that the following listed individuals (each, an "Authorized Person"), be, and each hereby is, authorized, empowered and directed for, in the name and on behalf of the Company, and under seal if appropriate, to take or cause to be taken

EXHIBIT "A" Pg 7 of 9

any and all actions to negotiate, prepare, execute, deliver and/or file or cause to be negotiated, prepared, executed, delivered and/or filed the Development Documents and any and all other agreements, notifications, certifications, affidavits, instruments, letters, amendments, supplements, restatements, certificates, waivers, consents and/or other documents, and to incur and pay or cause to be incurred and paid all such fees and expenses, as such Authorized Person, in his/her/their sole discretion, may approve as necessary, desirable, convenient or appropriate to carry out the actions and transactions related to the Development Documents, all of which are hereby expressly consented to by the Company, such action, execution, delivery and/or filing to be conclusive evidence of such approval.

Authorized Persons

R. Shelton Twine, III	Great Southern Homes, Inc., COO
Kookie McGuire	Great Southern Homes, Inc., VP of Finance
Jeffery Skeris	United Homes Group, Inc., VP of Corporate Land
Christopher Barrett	United Homes Group, Inc., Director of Finance, Corporate Land

FURTHER RESOLVED, that each Authorized Person shall be required to provide to Company an executed copy of each Development Document which he/she executes and submits pursuant to the authority granted herein.

ADOPTION AND RATIFICATION
OF CORPORATE ACTION

FURTHER RESOLVED, that each and every action heretofore taken by any manager, member, officer, agent or attorney of the Company, in its name and on its behalf in connection with any of the foregoing resolutions, be, and the same hereby is, approved, adopted, ratified and confirmed in all respects.

EXHIBIT "A" pg 8 of 9

IN WITNESS WHEREOF, the sole voting member and the manager of GSH Land Fund, LLC have executed this Consent and Action in Lieu of Meeting as of the date first written above.

VOTING MEMBER:

DEVELOPER'S CAPITAL FUND, LLC

By:_____
Stephen L. Johnson
Its: Authorized Representative

MANAGER:

_____
M. Stewart Mungo

EXHIBIT "A" pg 9 of 9

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

WORTHINGTON
Water Distribution and Gravity Sanitary Sewer Systems
Public Streets

THIS AGREEMENT, entered into this _____day of _____, 2025, by and between the Developer, GSH LAND FUND, LLC, a corporation established under the laws of South Carolina, hereinafter referred to as the "GSH", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as "AUGUSTA":

WITNESSETH

WHEREAS GSH has requested that AUGUSTA accept the water distribution and gravity sanitary sewer systems (SYSTEMS), for the subdivision known as Worthington, as shown by a Deed of Dedication (Deed), contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring the developer, GSH, maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen (18) months;

NOW THEREFORE in consideration of the premises, the expense previously incurred by GSH and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the SYSTEMS for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said SYSTEMS were duly inspected by the Augusta Utilities Department and did pass said inspection.

(2) GSH agrees to maintain all the said SYSTEMS as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) GSH agrees that if during said eighteen-month period there is a failure of the SYSTEMS installed in

said subdivision described in the Deed due to failure or poor workmanship, that GSH shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify GSH and set forth in writing the items in need of repair. GSH shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, GSH is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, and/or traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem, at GSH'S expense and allow GSH time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event GSH fails to comply with the terms of this agreement and perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and GSH agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages and said payment shall be made to AUGUSTA within 30 days of receipt of invoice/bill.

(7) GSH agrees that AUGUSTA will not accept any water service, water meter, sewer service, or cleanout that is located within any driveway, paved area, residential parking area or sidewalk per *Augusta-Richmond County, Georgia Minimum Standards for the Design and Construction of Water and Wastewater Systems*, which can be found on the Augusta, Georgia official website under the Utilities Department, any of the services that fall within the locations shall be relocated at the expense of the Developer, Owner, and/or the entity or person by whom the property is owned at the time the services were constructed or laid within the locations. Said relocations may include new services, as needed, and as determined by AUGUSTA. Before said services may be relocated, AUGUSTA must be notified as to whom will be relocating the services and permission must be obtained. AUGUSTA must be granted the opportunity to inspect the services relocations, before they are covered up.

(8) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(9) In this Agreement, wherever herein the term GSH or AUGUSTA is used, the same shall be construed to include as well the heirs, executors, administrators, successors, legal representatives, and assigns of the same. The term GSH shall also be construed to mean the owner of the property at the time of the signing of this agreement.

(10) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia and the venue shall be Richmond County, Georgia.

(11) This agreement shall run with the land.

IN WITNESS WHEREOF, GSH has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

DEVELOPER:

Signed, sealed and delivered in the presence of

GSH LAND FUND, LLC

By: _____

Witness Kara Bailey Hamilton

Christopher Barrett
United Homes Group, Inc. Director of Finance, Corporate Land, with signing Authority granted by a document dated March 11, 2025 and entitled CONSENT AND ACTION IN LIEU OF MEETING OF THE MEMBERS AND THE MANAGER OF GSH LAND FUND, LLC, a copy of which is attached to the Deed of Dedication as Exhibit "A."

Amanda Disbrow
Notary Public

State of South Carolina

County of Lexington

My Commission Expires: 4/15/2032

Amanda Disbrow
Notary Public, State of South Carolina
My Commission Expires April 15, 2032

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Garnett L. Johnson
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)

_____
Witness

_____
Notary Public
State of Georgia, County of _____

My Commission Expires: _____

(Notary Seal)

Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Dedication of: Worthington

File Reference 24-005(A)

Department: Engineering & Environmental Services

Presenter: Dr. Hameed Malik, Director

Caption: Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

Background: The final plat for this portion of Worthington was approved by the Commission on March 18, 2025. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations and hereby requests acceptance of the utility deed.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

Financial Impact: By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives:

1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Worthington.
2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: HM/dh

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

7/22/2025

PI No. 0013703, Richmond County
CR 1515/WILLIS FOREMAN RD FROM SR 4/US 1 TO SR 121/US 25-TIA

Dr. Hameed Malik, Ph.D., Director of Engineering
Attn: June Hamal
City of Augusta/ Richmond County
452 Walker Street Suite 110
Augusta, Georgia 30901

Subject: Request For Value Engineering (VE) Study

Dear Dr. Malik:

The above project is required to undergo a Value Engineering (VE) study based on the total cost of the project. Per the PDP manual, a VE study is mandatory for any project with a total project cost is $50 million or more. With a total cost of $56,718,344.85, this project meets that threshold, and therefore, requires a VE study.

To proceed with the required VE study for the project, the following options are available:

1. Procure a VE consultant from the Georgia Department of Transportation's (GDOT) pre-qualified list, in accordance with the applicable guidelines.
2. Coordinate with GDOT to conduct the VE study .

If GDOT is authorized to conduct the VE study, a total cost of $100,000.00 (One hundred thousand dollars) is required and must be made available to facilitate the study. This cost is eligible for reimbursement in accordance with the executed Project Framework Agreement (PFA) at 80% (Eighty percent) of the total cost.

Payments should be made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review and select the option that best aligns with the Augusta Engineering Department.

If you have any questions please contact the Project Manager, Eucharia O. Agbame, at (404) 831 - 6548

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

CCB BGA

KWN:CCB:BGA:EOA

Attachments

Cc: Todd Price, P.E., District 2 Preconstruction Engineer
Cynthia Burney, P.E., Assistant State Program Delivery Administrator
Bruce Anderson Jr., District 2 Program Manager

Engineering Services Committee Meeting

Meeting Date: August 12, 2025

Willis Forman Rd Improvements (Deans Bridge Rd. to Peach Orchard Rd.)

GDOT Value Engineering Agreement

GDOT PI # 00137003

File Reference: 24 – 014(A)

Department:	Engineering & Environmental Services
Presenter:	Dr. Hameed Malik, Director
Caption:	Motion to approve Willis Foreman Rd Improvements Project Value Engineering (VE) study fee paid to GDOT in amount to $100,000.00. /AE
Background:	Willis Foreman project is listed in the Transportation Improvement Program (TIP). Willis Foreman Road is a two-way rural collector with a total of two through lanes. The proposed project provides connectivity between two urban major arterials (US 1 and US 25). The purpose of this project is to improve traffic flow and public safety and minimize traffic congestion by increasing the capacity and providing improvements along Willis Foreman Road between SR4/US1 and SR121/US25. Project Improvements concept includes widening to three lanes roadway section and turn lanes as needed, widening the bridge over Spirit Creek (if needed), major intersection improvements and adding curb and gutter, sidewalks and streetlights The project is included in Augusta Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) as funded by federal funds with 20% local match.
Analysis:	The project latest total cost is around $56.7million. The project is funded by FHWA federal funds and has GDOT oversight. Per GDOT plan development process, a VE study is mandatory for any project with a total project cost is $50 million or more. Willis Forman estimated total cost is exceeding $50 million threshold limit.
Financial Impact:	Project Federal funds and Project SPLOST funds ($80,000 (Federal) & $20,000 (local match).
Alternatives:	Not proposed.
Recommendation:	Motion to approve Willis Foreman Rd Improvements Project Value Engineering (VE) study fee paid to GDOT in amount to $100,000.00. /AE

Funds are available in the following accounts: **($100,000)** Project Funds (80% federal+20% local SPLOST)

$80,000 – TIP fund: 340-041110-52.12115 /TP1809005-52.12115 (80% federal)

$20,000 – SPLOST 8: 330-041110-52.12115 (20% local match)

REVIEWED AND APPROVED BY: HM/sr

Engineering Services Committee

August 12, 2025

Install drain 1912 Ellis Street

Department:	N/A
Presenter:	N/A
Caption:	Motion to install drain at 1912 Ellis St. **(Requested by Commissioner Jordan Johnson)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Acquisition of permanent drainage easement and temporary construction easement to Richmond County, Georgia from Stephen Anderson

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for permanent drainage easement and temporary construction easement (Parcel 061-3-135-00-0) 1322 Solomon Place (East Augusta Drainage and Improvements Phase IV Project).
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 858.81 square feet of permanent drainage easement and 281.65 square feet of temporary construction easement. The appraised value is $1,800.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 217829109-54.11110
REVIEWED AND APPROVED BY:	N/A

Acquisition of right of way and temporary construction easement

to Richmond County, Georgia from DBNCH Circle LLC

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for right of way and temporary construction easement (Parcel 043-4-001-00-0) 2631 Wrightsboro Road (Wrightsboro Road Improvements Project).
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 2,042.21 square feet of right of way and 855.11 square feet of temporary construction easement. The appraised value is $34,900.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 216829304-54.11110
REVIEWED AND APPROVED BY:	N/A

Acquisition of temporary construction easement to Richmond County, Georgia

from the Estate of Bennie Robertson

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for temporary construction easement (Parcel 061-3-035-00-0) 1320 Bruce Street (East Augusta Drainage and Improvements Phase IV Project).
Background:	The City cannot determine clear title due to the owner being deceased and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 282.20 square feet of temporary construction easement. The appraised value is $500.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 217829109-54.11110
REVIEWED AND APPROVED BY:	N/A

Acquisition of temporary construction easement and driveway easement to Richmond County, Georgia from SYS Augusta LLC

Meeting Date: June 10, 2025

ENGINEERING SERVICES

Department:	LAW
Presenter:	James T. Plunkett, Interim General Counsel
Caption:	Motion to authorize condemnation to acquire a portion of property for temporary construction easement and driveway easement (Parcel 042-3-029-00-0) 1700 Valley Park Court (Wrightsboro Road Improvements Project).
Background:	The City has been unable to reach an agreement with the property owner and therefore seeks to acquire title through condemnation. In order to proceed and avoid further project delays, it is necessary to condemn a portion of subject property. The required property consists of 4,173.98 square feet of temporary construction easement and 1,242.29 square feet in driveway easement. The appraised value is $9,000.00.
Analysis:	Condemnation is necessary in order to acquire the required property.
Financial Impact:	The necessary costs will be covered under the project budget.
Alternatives:	Deny condemnation.
Recommendation:	Approve condemnation.
Funds are available in the following accounts:	DEPARTMENT DIRECTOR: FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: G/L 329041110-54.11110 J/L 216829304-54.11110
REVIEWED AND APPROVED BY:	N/A

Finance Committee

Meeting Date: August 12, 2025

URA – Laney Walker/Bethlehem Bonds Series 2025

Department:	Finance
Presenter:	Timothy E. Schroer, CPA, Interim Finance Director
Caption:	Approve resolution authorizing execution of intergovernmental agreement (IGA) with Urban Redevelopment Agency (URA) to refinance the Laney Walker Bethlehem Bonds Series 2020.
Background:	In 2008, the Commission authorized the Laney Walker–Bethlehem Redevelopment Project, funded through a portion of the tourism fee, which was approved for a 50-year term. To enhance the program's effectiveness, the Commission approved the issuance of an initial $8 million bond. The strategy of structuring bonds with a five-year maturity has allowed for periodic cash infusions through refinancing—a method that has proven successful. The upcoming issuance will mark the fourth round of bonds under this approach. In 2020, the Urban Redevelopment Agency (URA) issued bonds to support the Laney Walker–Bethlehem project. These bonds are scheduled to mature on October 1, 2025. To proceed with the issuance of new bonds, Augusta must enter into an Intergovernmental Agreement (IGA) with the URA. The new bonds will be used to retire the 2020 series. Given current economic conditions, any additional funding generated through this issuance is expected to be nominal.
Analysis:	The issuance of bonds will enable the redevelopment of the Laney Walker Bethlehem are to continue. The bonds are scheduled to be sold on August 19th at which point the interest rate will be established. The availability of any new funding is dependent upon the interest rate.
Financial Impact:	The balance of the series 2020 bonds ($11,082,000) is due on October 1, 2025. Issuance of new bonds is necessary to pay the Series 2020 bonds in full.
Alternatives:	No practical alternatives
Recommendation:	approve
Funds are available in the following accounts:	

REVIEWED AND APPROVED BY:

URBAN REDEVELOPMENT AGENCY OF AUGUSTA
(a public body corporate and politic created and existing under the laws of the State of Georgia)

and

AUGUSTA, GEORGIA
(a political subdivision created and existing under the laws of the State of Georgia)

INTERGOVERNMENTAL SERVICE AGREEMENT

Dated August 19, 2025

THE RIGHTS AND INTEREST OF THE URBAN REDEVELOPMENT AGENCY OF AUGUSTA IN THIS INTERGOVERNMENTAL SERVICE AGREEMENT AND THE REVENUES AND RECEIPTS DERIVED THEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO SECURE THE BONDHOLDERS (AS DEFINED HEREIN) PURSUANT TO A MASTER BOND RESOLUTION ADOPTED BY THE URBAN REDEVELOPMENT AGENCY OF AUGUSTA ON AUGUST 19, 2025.

INTERGOVERNMENTAL SERVICE AGREEMENT

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(This Table of Contents is not a part of this Agreement and is only for convenience of reference.)

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EXHIBIT A – DESCRIPTION OF 2020 PROJECT

INTERGOVERNMENTAL SERVICE AGREEMENT

This **INTERGOVERNMENTAL SERVICE AGREEMENT,** dated August 19, 2025, by and between the Urban Redevelopment Agency of Augusta (the "Agency"), a public body corporate and politic created and existing under the laws of the State of Georgia, and Augusta, Georgia (the "Consolidated Government"), a political subdivision created and existing under the laws of the State of Georgia;

WITNESSETH:

WHEREAS, the Agency and the Consolidated Government are authorized under the Constitution and laws of the State of Georgia to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions.

Certain words and terms used in this Agreement are defined herein. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article I defining such words and terms, unless the context clearly indicates otherwise. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Agreement:

"Additional Bonds" means the additional parity Bonds authorized to be issued by the Agency pursuant to the terms and conditions of Section 2.9 of the Bond Resolution.

"Additional Contract" means a contract or supplemental agreement entered into after the date hereof binding the Consolidated Government pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, pursuant to the terms of which a payment obligation is created or expanded from the Consolidated Government to the other party to such contract.

"Additions" or **"Alterations"** means modifications, repairs, renewals, improvements, replacements, alterations, additions, enlargements, or expansions in, on, or to the 2020 Project, including any and all machinery, furnishings, and equipment therefor.

"Agency" means the Urban Redevelopment Agency of Augusta, a public body corporate and politic created and existing under the laws of the State, the party of the first part hereto, and its successors and assigns.

"Agreement" means the within Intergovernmental Service Agreement between the Agency and the Consolidated Government, as the same may be amended from time to time in accordance with the provisions hereof.

"Authorized Agency Representative" means the person at the time designated to act on behalf of the Agency by written certificate furnished to the Consolidated Government and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the Agency by the Chair or Vice Chair of its Governing Body. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Authorized Consolidated Government Representative" means the person at the time designated to act on behalf of the Consolidated Government by written certificate furnished to the Agency and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the Consolidated Government by its Mayor. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

"Bond Counsel" means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, appointed by the Consolidated Government.

"Bond Resolution" means the Master Bond Resolution adopted by the Governing Body of the Agency on August 19, 2025, as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions, authorizing the issuance and sale of the Bonds and the security therefor.

"Bondholders" means the Persons in whose names any of the Bonds are registered on the registration books of the Agency.

"Bonds" means the Series 2025 Bond and all series of Additional Bonds from time to time authenticated and delivered under the Bond Resolution.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consolidated Government" means Augusta, Georgia, a political subdivision created and existing under the laws of the State, the party of the second part hereto, and its successors and assigns.

"Constitutional Amendment" means an amendment to Article VII, Section I, Paragraph II of the Constitution of the State of Georgia of 1945 (1980 Ga. Laws 2177 to 2180, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to an Act of the General Assembly of the State of Georgia (1983 Ga. Laws 3870 to 3872, inclusive).

"Contracts" means the Prior Contracts, this Agreement, and all Additional Contracts.

"Event of Default" means any event specified in Section 8.01 of this Agreement.

"Fiscal Year" means any period of twelve consecutive months adopted by the Consolidated Government as its fiscal year for financial reporting purposes and will initially mean the period beginning on January 1 of each calendar year and ending on December 31 of the same calendar year.

"Governing Body" means, in the case of the Agency, the Board of Commissioners of the Agency and, in the case of the Consolidated Government, the Augusta-Richmond County Commission.

"Institutional Bonds" has the meaning set forth in the Bond Resolution.

"Moody's" means Moody's Investors Service, Inc. or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Consolidated Government. The notice address of Moody's shall be 99 Church Street, New York, New York 10007.

"Permitted Investments" means obligations in which the Agency is permitted to invest monies of the Agency pursuant to applicable law that have (or are collateralized by obligations that have) a Rating by any Rating Agency which is equal to or greater than the third highest long term Rating of such Rating Agency, or that bears (or are collateralized by obligations that bear) the second highest short-term Rating of such Rating Agency.

"Person" means natural persons, firms, joint ventures, associations, trusts, partnerships, corporations, and public bodies.

"Prior Contracts" means, collectively, (a) the Intergovernmental Contract, dated as of December 7, 2010, between the Solid Waste Management Authority of Augusta and the Consolidated Government; (b) the Intergovernmental Agreement, dated as of August 1, 2014, between the Agency and the Consolidated Government; (c) Agreement of Sale, dated as of January 1, 2021, between the Augusta-Richmond County Coliseum Authority and the Consolidated Government (Convention Center); and (d) the Intergovernmental Service Agreement, dated as of January 1, 2021, between the Augusta-Richmond County Coliseum Authority and the Consolidated Government (Entertainment Complex); as the same may be supplemented and amended from time to time in accordance with the provisions thereof.

"Project Fund" means the Project Fund created in Section 4.2 of the Bond Resolution and referred to herein.

"Project Fund Depository" means any depository for the Project Fund hereafter appointed by the Agency at the direction of the Consolidated Government; provided, however, the Project Fund Depository shall at all times be a commercial bank.

"Purchaser" means, for purposes of the Series 2025 Bond, _____, _____, _____.

"Rating" means a rating in one of the categories by a Rating Agency, disregarding pluses, minuses, and numerical gradations.

"Rating Agencies" or **"Rating Agency"** means Moody's and Standard & Poor's or any successors thereto and any other nationally recognized credit rating agency then maintaining a rating on any Bonds at the request of the Consolidated Government. If at any time a particular Rating Agency does not have a rating outstanding with respect to the relevant Bonds, then a reference to Rating Agency or Rating Agencies shall not include such Rating Agency.

"Rebate Amount" means the rebatable arbitrage in connection with any Tax-Exempt Bonds that is payable to the United States Treasury pursuant to Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

"Rebate Calculator" means any recognized bond counsel, recognized firm of certified public accountants, or other firm reasonably acceptable to the Agency, which is expert in making the calculations required by Section 148(f) of the Code, appointed by the Consolidated Government pursuant to Section 4.12 hereof to make the calculations required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

"Regulations" means the Treasury Regulations promulgated under and pursuant to the Code.

"Series 2020 Bond" means the revenue bond designated "Urban Redevelopment Agency of Augusta Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2020," maturing on October 1, 2025, now outstanding in the principal amount of $11,082,000.

"Series 2025 Bond" means the revenue bond designated "Urban Redevelopment Agency of Augusta Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2025," to be dated the date of issuance and delivery thereof, in the original principal amount of $_____, to be issued pursuant to the Bond Resolution.

"Sinking Fund" means the Sinking Fund created in Section 4.2 of the Bond Resolution and referred to herein.

"Sinking Fund Custodian" means any commercial bank appointed by the Agency at the direction of the Consolidated Government to serve as the custodian for the Sinking Fund, or any successor custodian for the Sinking Fund hereafter appointed by the Agency at the direction of the Consolidated Government; provided, however, the Sinking Fund Custodian shall at all times be a commercial bank. There shall initially be no Sinking Fund Custodian.

"Standard and Poor's" or **"S&P"** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Consolidated Government. The notice address of Standard & Poor's shall be 55 Water Street, New York, New York 10041.

"State" means the State of Georgia.

"Tax-Exempt Bonds" means any Bonds the interest on which has been determined, in an unqualified opinion of Bond Counsel, to be excludable from the gross income of the owners thereof for federal income tax purposes.

"2020 Project" means the urban redevelopment projects that were financed or refinanced, in whole or in part from the proceeds of the Series 2020 Bond, and all related property both real and personal, all as more particularly described in Exhibit A attached hereto, which, by this reference thereto, is incorporated herein.

"Unassigned Rights" means all of the rights of the Agency to receive reimbursements and payments pursuant to Sections 5.03(b), 6.01, and 8.04 hereof, to give consents and approvals pursuant to Section 4.01 hereof, and to be held harmless and indemnified pursuant to Section 6.01 hereof.

"Urban Redevelopment Area" means the area described in the Urban Redevelopment Plan that the Governing Body of the Consolidated Government designated as appropriate for urban redevelopment projects.

"Urban Redevelopment Law" means Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended, and as the same may be from time to time additionally supplemented and amended.

"Urban Redevelopment Plan" means the urban redevelopment plan of the Consolidated Government entitled the "Laney-Walker and Bethlehem Urban Redevelopment Plan," a copy of which is available from the Consolidated Government.

Section 1.02. Construction of Certain Terms.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(b) "This Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements of sale supplemental hereto entered into pursuant to the applicable provisions hereof.

(c) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

(d) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(e) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03. Table of Contents; Titles and Headings.

The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.04. Contents of Certificates or Opinions.

Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Agreement shall include: (a) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Agency or the Consolidated Government may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given

only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the Agency or the Consolidated Government or any third party) upon the certificate or opinion of or representations by an official of the Agency or the Consolidated Government or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Agency or the Consolidated Government, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Agreement, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations by the Agency.

The Agency makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Agency. The Agency is a public body corporate and politic duly created and validly existing under the laws of the State, including the provisions of the Urban Redevelopment Law. The Agency has all requisite power and authority under the Urban Redevelopment Law and the laws of the State (i) to issue the Series 2025 Bond in order to refund the Series 2020 Bond, in order to refinance the costs of acquiring, constructing, and installing the 2020 Project; (ii) to refund the Series 2020 Bond; and (iii) to enter into, perform its obligations under, and exercise its rights under this Agreement and the Bond Resolution. The Consolidated Government has elected to have its "urban redevelopment project powers," as defined in Section 36-61-17(b) of the Official Code of Georgia Annotated, exercised by the Agency, and the Agency is vested with all of the "urban redevelopment project powers" of the Consolidated Government conferred in the Urban Redevelopment Law. The Urban Redevelopment Law authorizes the Agency to issue bonds to finance the undertaking of any "urban redevelopment project" under the Urban Redevelopment Law and to issue refunding bonds for the payment or retirement of such bonds previously issued by it, which bonds shall be made payable, as to both principal and interest, solely from the income, proceeds, revenues, and funds of the Agency derived from or held in connection with its undertaking and carrying out of urban redevelopment projects under the Urban Redevelopment Law. The Urban Redevelopment Law requires that all revenue bonds issued under the Urban Redevelopment Law be issued and validated under and in accordance with the procedure set forth in Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law." The Urban Redevelopment Law authorizes the Agency to undertake and carry out within the territorial limits of the Consolidated Government "urban redevelopment projects," which are defined to include undertakings or activities of the Agency in an urban redevelopment area under the Urban Redevelopment Law for the elimination and for the prevention of the development or spread of pockets of blight and may involve pockets of blight clearance and redevelopment in an urban redevelopment area, rehabilitation or conservation in an urban redevelopment area, or any combination or part thereof, in accordance with an urban redevelopment plan adopted pursuant to the Urban Redevelopment Law. The Urban Redevelopment Law authorizes the Agency to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Urban Redevelopment Law, to acquire, by purchase, grant, or otherwise, any real property (defined to include all lands, including improvements and fixtures thereon and property of any nature appurtenant thereto or used in connection therewith), to hold, improve, clear, or prepare for redevelopment any such property, and to borrow money for the purposes of the Urban Redevelopment Law and to give such security as may be required and to enter into and carry out contracts in connection therewith. The 2020 Project constitutes an "urban redevelopment project" within the meaning of that term as defined in the Urban Redevelopment Law, and all proceeds of the Series 2020 Bond and the Series 2025 Bond have been or will be used only for the lawful and valid public purposes set forth in the Urban Redevelopment Law.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Agency, after making due inquiry with respect thereto, threatened against or affecting the Agency in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of the Series 2025 Bond, the Bond Resolution, this Agreement, or any agreement or instrument to which the Agency is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Agency aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by the Agency of this Agreement, the Series 2025 Bond, and the Bond Resolution and the compliance by the Agency with all of the provisions of each thereof (i) are within the purposes, powers, and authority of the Agency; (ii) have been done in full compliance with the provisions of the Urban Redevelopment Law and have been approved by the Governing Body of the Agency and are legal and will not conflict with or constitute on the part of the Agency a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Agency is a party or by which the Agency or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Agency or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of the Agency.

(d) Governmental Consents. Neither the nature of the Agency nor any of its activities or properties, nor any relationship between the Agency and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Series 2025 Bond is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Agency in connection with the execution, delivery, and performance of this Agreement and the Bond Resolution or the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Series 2025 Bond, except as shall have been obtained or made and as are in full force and effect.

(e) No Defaults. To the knowledge of the Agency, after making due inquiry with respect thereto, no event has occurred and no condition exists that would constitute an event of default under the Bond Resolution or that, with the lapse of time or with the giving of notice or both, would become such an event of default. To the knowledge of the Agency, after making due inquiry with respect thereto, the Agency is not in default or violation in any material respect under the Urban Redevelopment Law or under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) No Prior Pledge. Neither this Agreement nor any of the payments or amounts to be received by the Agency hereunder have been or will be assigned, pledged, or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Agency other than as provided in the Bond Resolution.

(g) Disclosure. The representations of the Agency contained in this Agreement and any certificate, document, written statement, or other instrument furnished to the Purchaser by or on behalf of the Agency in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Agency and do not omit to state a material fact relating to the Agency necessary in order to make the statements contained herein and therein relating to the Agency not misleading. Nothing has come to the attention of the Agency that would materially and adversely affect or in the future may (so far as the Agency can now reasonably foresee) materially and adversely affect the refunding of the Series 2020 Bond, the acquisition, construction, and installation of the 2020 Project by the Agency, or any other transactions contemplated by this Agreement and the Bond Resolution that has not been set forth in writing to the Purchaser or in the certificates, documents, and instruments furnished to the Purchaser by or on behalf of the Agency prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(h) Compliance with Conditions Precedent to the Issuance of the Series 2025 Bond. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Agency of the Series 2025 Bond do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Series 2025 Bond, together with all other obligations of the Agency, do not exceed or violate any constitutional or statutory limitation, and the revenues, funds, property, and amounts pledged to the payment of the principal of, premium, if any, and interest on the Series 2025 Bond, as the same become due, have been calculated to be sufficient in amount for that purpose.

Section 2.02. Representations by the Consolidated Government.

The Consolidated Government makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Agency. The Consolidated Government is a political subdivision duly created and validly existing under the laws of the State. The Consolidated Government has all requisite power and authority under the laws of the State to enter into, perform its obligations under, and exercise its rights under this Agreement. The Consolidated Government has taken all actions required by the Urban Redevelopment Law to qualify the 2020 Project as an "urban redevelopment project" thereunder, including, without limitation, designating the Urban Redevelopment Area as an "urban redevelopment area" in accordance with the Urban Redevelopment Law and approving the Urban Redevelopment Plan as an urban redevelopment plan for the 2020 Project following public hearings required by the Urban Redevelopment Law. The Urban Redevelopment Law authorizes the Consolidated Government to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of the Urban Redevelopment Law and to levy taxes and assessments for such purposes. Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 authorizes the Consolidated Government to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Consolidated Government, after making due inquiry with respect thereto, threatened against or affecting the Consolidated Government in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Consolidated Government, or the ability of the Consolidated Government to perform its obligations under this Agreement, or the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Consolidated Government is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Consolidated Government aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The Consolidated Government is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Agreement Is Legal and Authorized. The execution and delivery by the Consolidated Government of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Consolidated Government, (ii) are legal and will not conflict with or constitute on the part of the Consolidated Government a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Consolidated Government is a party or by which the Consolidated Government or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Consolidated Government or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Governing Body of the Consolidated Government. This Agreement is the valid, legal, binding, and enforceable obligation of the Consolidated Government. The officials of the Consolidated Government executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Consolidated Government.

(d) Governmental Consents. Neither the Consolidated Government nor any of its activities or properties, nor any relationship between the Consolidated Government and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the Consolidated Government of its obligations under this Agreement or the offer, issue, sale, or delivery by the Agency of the Series 2025 Bond, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Consolidated Government in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Series 2025 Bond, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Consolidated Government, after making due inquiry with respect thereto, the Consolidated Government will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Consolidated Government is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Consolidated Government, after making due inquiry with respect thereto, the Consolidated Government is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) Compliance with Law. To the knowledge of the Consolidated Government, after making due inquiry with respect thereto, the Consolidated Government is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Consolidated Government, and there have been no citations, notices, or orders of noncompliance issued to the Consolidated Government under any such law, ordinance, rule, or regulation.

(g) Restrictions on the Consolidated Government. The Consolidated Government is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). Other than the Prior Contracts, the Consolidated Government is not a party to any contract or agreement that restricts the right or ability of the Consolidated Government to enter into intergovernmental agreements.

(h) Disclosure. The representations of the Consolidated Government contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Consolidated Government to the Agency or the Purchaser in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Consolidated Government has not disclosed to the Agency or the Purchaser in writing that materially and adversely affects or in the future may (so far as the Consolidated Government can now reasonably foresee) materially and adversely affect the ability of the Consolidated Government to perform its obligations under this Agreement or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement that has not been set forth in writing to the Purchaser or in the certificates, documents, and instruments furnished to the Purchaser by or on behalf of the Consolidated Government prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Financial Statements. The balance sheet of the Consolidated Government as of December 31, 2024, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended December 31, 2024 (copies of which, audited by Mauldin & Jenkins, LLC, independent certified public accountants, have been furnished to the Purchaser) present fairly the financial position of the Consolidated Government as of December 31, 2024, and the results of its operations and its cash flows for the year ended December 31, 2024, with such exceptions as may be disclosed in the audit report. Since December 31, 2024, there has been no

material adverse change in the financial position or results of operations or cash flows of the Consolidated Government.

(j) Other Contracts. The Consolidated Government represents that there is not presently in force and effect any other contract or agreement that obligates the Consolidated Government to levy an annual ad valorem tax on all taxable property located within the territorial limits of the Consolidated Government, as now existent and as the same may hereafter be extended, at such rate or rates, within the mill limit prescribed by the Constitutional Amendment, to provide revenues to fulfill the Consolidated Government's obligations under such contract or agreement, except for the Prior Contracts. The Consolidated Government has obtained documentation evidencing that the conditions of the Prior Contracts have been satisfied, in order to permit the Agency and the Consolidated Government to enter into this Agreement.

Section 2.03. Reliance by Bondholders.

The Agency and the Consolidated Government acknowledge and agree that these representations and warranties are made to induce the Purchaser to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the Agency and the Consolidated Government in this Agreement are made for the benefit of the Bondholders and may be relied upon by the Bondholders.

ARTICLE III

SECURITY

Section 3.01. Security for Payments under this Agreement.

(a) As security for the payments required to be made and the obligations required to be performed by the Consolidated Government under this Agreement, the Consolidated Government hereby pledges to the Agency its full faith and credit and taxing power for such payment and performance. The Consolidated Government covenants that, in order to make any payments when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The Consolidated Government further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made hereunder, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the Consolidated Government to make any payments that may be required to be made from its general funds shall constitute a general obligation of the Consolidated Government and a pledge of the full faith and credit of the Consolidated Government to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 3.01, then the fiscal officers of the Consolidated Government are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the Consolidated Government. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Consolidated Government had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Consolidated Government shall make such payments to the Agency if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Consolidated Government covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial limits of the Consolidated Government, as now existent and as the same may hereafter be extended, at such rate or rates, within the mill limit prescribed by the Constitutional Amendment or within such greater millage as may hereafter be prescribed by applicable law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Consolidated Government's obligations under this Agreement, from which revenues the Consolidated Government agrees to appropriate sums sufficient to pay in full when due all of the Consolidated Government's obligations under this Agreement. The Consolidated Government hereby creates and grants a lien in favor of the Agency on any and all revenues realized by the Consolidated Government from such tax, to make the payments that are required under this Agreement, which lien is superior to any that can hereafter be created, except that this lien shall be on a parity basis with the lien on such revenues created by each of the Prior Contracts and may be extended to cover any Additional Contracts, as permitted by Section 3.01(e) hereof. Nothing herein contained, however, shall be construed as

limiting the right of the Consolidated Government to make the payments called for by this Agreement out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

(c) The Consolidated Government's obligation to levy an annual ad valorem tax within the mill limit prescribed by the Constitutional Amendment, or such greater millage hereafter authorized by law, for the purpose of providing funds to meet the Consolidated Government's payment obligations under this Agreement shall not be junior and subordinate, but shall be superior or equal to the Consolidated Government's obligation to levy an annual ad valorem tax at such rate or rates within such mill limit or such greater millage as hereinafter prescribed by law pursuant to the provisions of the Prior Contracts and any Additional Contract. It is expressly provided, however, that the Consolidated Government shall not be required to levy a tax in any year at a rate or rates exceeding in the aggregate the maximum millage prescribed by the Constitutional Amendment for such year, or any greater millage hereafter prescribed by law, in order to meet its obligations under the Contracts.

(d) So long as the Bonds are unpaid, the Consolidated Government shall not:

(i) enter into an Additional Contract that creates a lien on the revenues to be derived from the tax to be levied hereunder by the Consolidated Government to fulfill its obligations hereunder, which is superior to the lien created hereunder;

(ii) enter into any other contract or agreement creating a lien on such tax revenues for any purpose other than debt service payments (including creation and maintenance of reasonable reserves therefor) superior to or on a parity with the lien created thereon to fulfill the obligations of the Consolidated Government hereunder; and

(iii) enter into any Additional Contract that provides for payment to be made by the Consolidated Government from monies derived from the levy of a tax within the maximum millage now or hereafter authorized by law if each annual payment of all amounts payable with respect to debt service or which are otherwise fixed in amount or currently budgeted in amount under all Contracts then in existence, together with each annual payment to be made under the proposed Additional Contract, in each future Fiscal Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by law on the taxable value of property located within the territorial limits of the Consolidated Government subject to taxation for such purposes, as shown by the latest tax digest available immediately preceding the execution of any such Additional Contract.

(e) It is further expressly provided that so long as the Bonds are unpaid, the Consolidated Government shall not hereafter enter into any Additional Contract for the purpose of debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of an ad valorem tax within the maximum millage then prescribed by the Constitutional Amendment or any successor provision on all taxable property within the territorial limits of the Consolidated Government, as shown by the latest tax digest available immediately preceding the execution of such Additional Contract, is equal to at least the maximum combined amount payable in any future Fiscal Year with respect to debt service

under all existing Contracts and any such Additional Contract. Debt service for purposes of this paragraph (e) shall mean required payments of principal, including principal to be paid through mandatory redemption, interest, and amounts required to be paid for creation and maintenance of reasonable debt service reserves and to establish and maintain mandatory investment programs, less principal and interest received or to be received from investment of any of the foregoing amounts (except funds on hand or to be on hand in any debt service reserve) required to be applied to debt service in each Fiscal Year. The Consolidated Government shall furnish the Agency, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Contract, a report of an independent certified public accountant to the effect that, based upon an affidavit of the Tax Commissioner of Richmond County as to the taxable value of property located within the territorial limits of the Consolidated Government, the requirements of this paragraph (e) have been met.

Section 3.02. Security for the Bonds.

As security for the payment of the Bonds, the Agency has adopted the Bond Resolution. The Consolidated Government hereby assents to the assignment and pledge made in the Bond Resolution and hereby agrees that its obligations to make all payments under this Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Agency of any obligation to the Consolidated Government, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the Consolidated Government by the Agency. The Consolidated Government further agrees that all payments required to be made under this Agreement, except for those arising out of Unassigned Rights, shall be paid (a) with respect to each Institutional Bond, directly to the Bondholder for the account of the Agency, and (b) with respect to Bonds other than Institutional Bonds, directly to the Sinking Fund Custodian for the account of the Agency for deposit in the Sinking Fund. The Bondholders shall have all rights and remedies herein accorded to the Agency (except for Unassigned Rights), and any reference herein to the Agency shall be deemed, with the necessary changes in detail, to include the Bondholders, and the Bondholders are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the Consolidated Government herein contained.

ARTICLE IV

ISSUANCE OF THE BONDS; PROJECT FUND

Section 4.01. [Intentionally Omitted].

Section 4.02. Agreement to Issue the Series 2025 Bond; Application of Proceeds.

In order to provide funds to refund the Series 2020 Bond, the Agency agrees that it will sell and cause to be delivered to the Purchaser the Series 2025 Bond in the original principal amount of $_____. The Agency hereby covenants and agrees that it will apply the proceeds derived from the sale of the Series 2025 Bond as provided in Section 12.2 of the Bond Resolution.

Section 4.03. Application of Monies in the Project Fund.

The Agency shall in the Bond Resolution authorize and direct the Project Fund Depository to use the monies in the Project Fund to pay the costs of issuing the Series 2025 Bonds). Any remaining excess proceeds shall be deposited in the Sinking Fund.

Section 4.04. Disbursements from the Project Fund.

All disbursements from the Project Fund shall be made upon draft, signed by the Authorized Agency Representative and the Authorized Consolidated Government Representative, but before they shall sign any such draft, there shall be filed with the Project Fund Depository:

(a) A requisition for such payment (the above-mentioned draft may be deemed a requisition for the purpose of this Section 4.04), stating each amount to be paid and the name of the person to whom payment is due.

(b) A certificate executed by the Authorized Agency Representative and the Authorized Consolidated Government Representative attached to the requisition and certifying:

(i) that an obligation in the stated amount has been incurred by the Agency and that the same is a proper charge against the Project Fund and has not been paid and stating that the bill or statement of account for such obligation, or a copy thereof, is on file in the office of the Consolidated Government;

(ii) that the signers have no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(iii) that such requisition contains no item representing payment on account of any retained percentages that the Agency is, at the date of any such certificate, entitled to retain.

Section 4.05. Obligation of the Parties to Cooperate in Furnishing Documents;

Reliance of the Project Fund Depository.

Upon payment of any expenses of the Agency incurred in connection therewith pursuant to Section 5.03(b) hereof, the Agency agrees to cooperate with the Consolidated Government in furnishing to the Project Fund Depository the documents referred to in Section 4.04 hereof that are required to effect payments out of the Project Fund, and the Agency agrees to cause such orders to be directed to the Project Fund Depository as may be necessary to effect payments out of the Project Fund, in accordance with Section 4.04 hereof. Such obligation of the Agency is subject to any provisions of the Bond Resolution requiring additional documentation with respect to payments and shall not extend beyond the monies in the Project Fund available for payment under the terms of the Bond Resolution. In making any such payment from the Project Fund, the Project Fund Depository may rely on any such orders and certifications delivered to it pursuant to Section 4.04 hereof.

Section 4.06. [Intentionally Omitted].

Section 4.07. Authorized Consolidated Government and Agency Representatives and Successors.

The Consolidated Government and the Agency, respectively, shall designate, in the manner prescribed in Section 1.01 hereof, the Authorized Consolidated Government Representative and the Authorized Agency Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 4.08. [Intentionally Omitted].

Section 4.09. Investment of Funds and Accounts.

Subject to Section 4.7 of the Bond Resolution and Section 4.11 hereof, any monies held as a part of the Sinking Fund, the Project Fund, or any other special trust account shall be invested or reinvested by the Sinking Fund Custodian or the Project Fund Depository, as the case may be, at the written direction of the Authorized Consolidated Government Representative in such Permitted Investments as may be designated by the Consolidated Government. The Sinking Fund Custodian or the Project Fund Depository, as the case may be, may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Sinking Fund Custodian or the Project Fund Depository, as the case may be, and shall be deemed at all times a part of the Sinking Fund, the Project Fund, or the trust account described in the preceding paragraph, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any losses resulting from such investments shall be charged to such fund or account therein and paid by the Consolidated Government.

Section 4.10. Special Investment Covenants.

The Agency and the Consolidated Government each covenant that it will not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of any Tax-Exempt

Bonds or any other funds of the Agency or the Consolidated Government, or take or omit to take any action, or direct the Project Fund Depository or the Sinking Fund Custodian to invest any funds held by it, in such manner as will, or allow any "related party" (as defined in Section 1.150 1(b) of the Regulations) to enter into any arrangement, formal or informal, as will, cause any Tax-Exempt Bonds to be "federally guaranteed," as such term is used and defined in Section 149(b) of the Code, or to be "arbitrage bonds" within the meaning of Section 148 of the Code, and any Regulations proposed or promulgated in connection therewith. To that end, the Agency and the Consolidated Government shall comply with all requirements of Section 149(b) and Section 148 of the Code to the extent applicable to any Tax-Exempt Bonds. In the event that at any time the Agency or the Consolidated Government is of the opinion that for purposes of this Section 4.11 it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Resolution or otherwise, the Agency or the Consolidated Government, as the case may be, shall so instruct the Project Fund Depository or the Sinking Fund Custodian in writing.

Section 4.11. Calculation and Payment of Rebate Amount.

The Consolidated Government agrees to appoint and pay a Rebate Calculator to calculate and determine the Rebate Amount, if any, as required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith. All calculations and determinations made by a Rebate Calculator shall be accompanied by the opinion of a Rebate Calculator that such calculations and determinations have been made in accordance with the requirements of Section 148(f) of the Code. The Consolidated Government agrees to pay to the United States Treasury for and on behalf of the Agency the amount determined by the Rebate Calculator to be due to the United States Treasury before the due date specified by the Rebate Calculator. The obligations created by this Section 4.12 shall survive the termination of this Agreement. The Agency hereby delegates to the Consolidated Government the authority and responsibility for compliance with Section 148(f) of the Code.

Section 4.12. Additional Bonds.

(a) Additional Bonds may be issued by the Agency to provide funds to pay any one or more of the following: (i) the costs of completing the 2020 Project; (ii) the costs of making such Additions or Alterations in, on, or to the 2020 Project as the Consolidated Government may deem necessary or desirable and as will not impair the nature of the 2020 Project; (iii) the costs of acquiring, constructing, and installing any additional urban redevelopment projects pursuant to and as contemplated by the Urban Redevelopment Plan; (iv) to refund any Bonds; and (v) the costs of the issuance and sale of the Additional Bonds and capitalized or funded interest for such period and such other costs reasonably related to the financing as shall be agreed upon by the Consolidated Government and the Agency.

(b) If the Consolidated Government is not in default hereunder, the Agency shall, on request of the Consolidated Government, from time to time use its best efforts to issue the amount of Additional Bonds specified by the Consolidated Government; provided, that the terms of such Additional Bonds, the purchase price to be paid therefor, and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Consolidated Government, provided, that the sale of any Additional Bonds shall be the sole responsibility of the Consolidated Government, and provided further that the Consolidated Government and the Agency shall have

entered into an amendment to this Agreement to provide for additional payments in an amount at least sufficient to pay principal of, premium, if any, and interest on the Additional Bonds when due and to provide for any additional terms or changes to this Agreement required because of such Additional Bonds, and provided further that the Agency shall have otherwise complied with the provisions of Section 2.9 of the Bond Resolution with respect to the issuance of such Additional Bonds.

ARTICLE V

OWNERSHIP OF 2020 PROJECT; PAYMENT PROVISIONS; NATURE OF OBLIGATIONS OF CITY

Section 5.01. Term of Agreement.

This Agreement shall become effective upon its delivery and shall be in full force and effect until midnight, October 1, 2030, subject to the provisions of this Agreement permitting earlier termination (including particularly Article VII hereof), or if all the Bonds have not been paid or retired (or provision for such payment has not been made as provided in the Bond Resolution), until such date as such payment or provision shall have been made; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Agreement, but in no event shall the term of this Agreement exceed fifty (50) years.

Section 5.02. Agency Ownership of 2020 Project.

(a) The Agency agrees that throughout the term of this Agreement title to the 2020 Project shall be vested in and shall be the sole property of the Agency, subject to any liens or leases that the Agency, with the written consent of the Consolidated Government, may create during the term of this Agreement.

(b) The Agency agrees that it shall not (i) directly, indirectly, or beneficially sell, convey, or otherwise dispose of any part of its interest in the 2020 Project during the term of this Agreement without the prior written consent of the Consolidated Government or except as provided in subparagraph (c) of this Section 5.02 or otherwise permitted under this Agreement, (ii) permit any part of the 2020 Project to become subject to any lease, mortgage, lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, servitude, easement, license, restriction, reservation, defect in or cloud on title, or other charge of any kind without the prior written consent of the Consolidated Government, except as permitted under this Agreement, and (iii) assign, transfer, or hypothecate any payment then due or to accrue in the future under any lease of the 2020 Project, except as otherwise permitted in this Agreement.

(c) Notwithstanding any other provision contained herein to the contrary, the Agency agrees to sell, lease, or otherwise dispose of the 2020 Project or any part of its interest thereof or any of its interest therein, at the written request of the Consolidated Government, to any third party designated by the Consolidated Government, and the Agency agrees to cooperate with the Consolidated Government in furnishing all documents and taking all actions that are required to effect such sale and purchase, lease, or other disposition. The Agency agrees that the proceeds of any sale, lease, or other disposition of any portion of the 2020 Project shall be deposited or disposed of as directed by the Consolidated Government (including, if directed by the Consolidated Government, transferred to the Consolidated Government). The Consolidated Government agrees that the sale, lease, or other disposition of all or any portion of the 2020 Project or any interest therein shall not affect its obligations under this Agreement.

Section 5.03. Consolidated Government's Payment Obligations.

(a) Until the principal of, premium, if any, and interest on the Series 2025 Bond shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution, the Consolidated Government shall pay directly to the Bondholder for the account of the Agency as payment for the services rendered hereunder, on or before April 1, 2026, and on or before each October 1 and April 1 thereafter, to and including October 1, 2030, a sum equal to the amount payable on such date as principal of, premium, if any, and interest on the Series 2025 Bond, as provided in the Bond Resolution.

Until the principal of, premium, if any, and interest on the Bonds other than Institutional Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution, the Consolidated Government shall pay to the Sinking Fund Custodian for the account of the Agency as payment for the services rendered hereunder, the following amounts:

(i) on or before each March 31 or September 30, as the case may be, a sum equal to the amount payable on the next succeeding April 1 or October 1, whichever is closer, as interest on the Bonds, as provided in the Bond Resolution, and

(ii) on or before each September 30, a sum equal to the principal of the Bonds due on the next succeeding October 1, whether by maturity or by mandatory redemption, as provided in the Bond Resolution.

Each payment under this Section due on the day preceding an interest or principal payment date or redemption date until the Bonds other than Institutional Bonds are fully paid or payment is provided therefor in accordance with the Bond Resolution shall in all events be sufficient, after giving credit for funds held in the Sinking Fund available for such purpose, to pay the total amount of interest, principal, redemption requirement, and premium, if any, payable on such Bonds on the next succeeding principal or interest payment date or on the next succeeding redemption date for Bonds. Any such payment shall be reduced and need not be made to the extent that there are monies on deposit in the Sinking Fund in excess of the amount required for the payment of Bonds theretofore matured or called for redemption, the amount required for the payment of interest for which checks or drafts have been mailed by or on behalf of the Agency, and past due interest in all cases where Bonds have not been presented for payment. Further, if the amount held by the Sinking Fund Custodian in the Sinking Fund should be sufficient to pay at the times required the principal of, premium, if any, and interest on the Bonds other than Institutional Bonds then remaining unpaid, the Consolidated Government shall not be obligated to make any further payments under the provisions of this Section (other than payments relating to Institutional Bonds). There shall also be a credit against remaining payments for Bonds other than Institutional Bonds purchased, redeemed, or cancelled, as provided in Article III of the Bond Resolution. Any payment not received by the Sinking Fund Custodian when due shall continue as an obligation of the Consolidated Government until paid and shall bear interest at the rate of interest on the Bonds to which such payment relates. As provided in Section 4.13 hereof, payments shall be increased to cover the payment of principal of, redemption premium, if any, and interest on any Additional Bonds.

(b) The Consolidated Government shall pay to the Agency, upon the date of issuance and delivery of the Series 2025 Bond, a fee for issuing the Series 2025 Bond equal to **[$15,000]**. In addition, the Consolidated Government agrees to pay all reasonable out-of-pocket costs and expenses of the Agency incurred in connection with its negotiation, structuring, documenting, and closing the Series 2025 Bond, including, without limitation, the reasonable fees and disbursements of counsel for the Agency and Bond Counsel. The Consolidated Government agrees to pay all reasonable out-of-pocket costs and expenses of the Agency and the Purchaser incurred in connection with their administration or modification of, or in connection with the preservation of their rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, this Agreement or any instruments referred to herein or any amendment, waiver, or consent relating hereto, including, without limitation, the reasonable fees and disbursements of counsel for the Agency and counsel for the Purchaser.

The Consolidated Government will also pay to the Agency an amount equal to (a) any costs incurred by the Agency in connection with the issuance of any series of Bonds to the extent such costs are not paid from proceeds of such Bonds; (b) the reasonable fees and expenses of the Bond Registrar, the Paying Agent, the Sinking Fund Custodian, and the Project Fund Depository, as applicable, to the extent that the Agency is obligated to pay such fees and expenses; and (c) any costs reasonably incurred by the Agency in connection with its ownership of the 2020 Project, including, without limitation, any costs of operation, maintenance, repair, replacement of the 2020 Project.

Such additional payments shall be billed to the Consolidated Government by the Agency from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Agency for one or more of the above items. Amounts so billed shall be paid by the Consolidated Government within thirty (30) days after receipt of the bill by the Consolidated Government.

(c) In the event the Consolidated Government shall fail to make any of the payments required in this Section 5.03, the item or installment so in default shall continue as an obligation of the Consolidated Government until the amount in default shall have been fully paid.

Section 5.04. Place of Payments.

The payments provided for in Section 5.03(a) hereof relating to Institutional Bonds shall be paid in lawful money of the United States of America in immediately available funds directly to the Bondholder for the account of the Agency by the method and at the address specified for such purpose by the Bondholder in writing to the Consolidated Government.

The payments provided for in Section 5.03(a) hereof relating to Bonds other than Institutional Bonds shall be paid in lawful money of the United States of America directly to the Sinking Fund Custodian for the account of the Agency and shall be deposited in the Sinking Fund. The additional payments to be made to the Agency pursuant to Section 5.03(b) hereof shall be paid directly to the Agency for its own use or to such other person entitled to receive such payments for the account of the Agency.

Section 5.05. Nature of Obligations of Consolidated Government Hereunder.

(a) The obligations of the Consolidated Government to make the payments required in Section 5.03 hereof and other sections hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Consolidated Government and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except payment, it may otherwise have against the Agency. The Consolidated Government agrees that it shall not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.03 hereof, (ii) fail to observe any of its other agreements contained in this Agreement, or (iii) except as provided in Article VII hereof, terminate its obligations under this Agreement for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Agency to complete the 2020 Project, failure of the Agency to acquire the 2020 Project, failure of the Agency to use the 2020 Project as contemplated in this Agreement or otherwise, any change or delay in the time of availability of the 2020 Project, any acts or circumstances that may impair or preclude the use or possession of the 2020 Project, any defect in the title, design, operation, merchantability, fitness, or condition of the 2020 Project or in the suitability of the 2020 Project for the Consolidated Government's purposes or needs, failure of consideration, any declaration or finding that any of the Bonds are unenforceable or invalid, the invalidity of any provision of this Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the 2020 Project, the taking by eminent domain of title to or the use of all or any part of the 2020 Project, failure of the Agency's title to the 2020 Project or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement.

(b) Nothing contained in this Section 5.05 shall be construed to release the Agency from the performance of any of the agreements on its part herein contained. In the event the Agency should fail to perform any such agreement on its part, the Consolidated Government may institute such action against the Agency as the Consolidated Government may deem necessary to compel performance so long as such action does not abrogate the Consolidated Government's obligations hereunder. The Agency hereby agrees that it shall not take or omit to take any action that would cause this Agreement to be terminated. The Consolidated Government may, however, at its own cost and expense and in its own name or in the name of the Agency, prosecute or defend any action or proceeding or take any other action involving third persons that the Consolidated Government deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Agency hereby agrees to cooperate fully with the Consolidated Government and to take all action necessary to effect the substitution of the Consolidated Government for the Agency in any such action or proceeding if the Consolidated Government shall so request.

Section 5.06. Revenues from the 2020 Project.

If and to the extent the Agency has available revenues of any nature derived from the 2020 Project after provision has been made for payment of all expenses reasonably incurred or to be

incurred in connection with its ownership of the 2020 Project, the Agency shall apply such revenues as directed in writing by the Consolidated Government.

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. Indemnity.

To the extent permitted by the laws and Constitution of the State, the Consolidated Government shall protect, hold harmless, and indemnify the Agency from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties, and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the 2020 Project, the ordering, acquisition, construction, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the 2020 Project or any accident in connection with the construction, operation, use, condition, possession, storage, or return of any item of the 2020 Project resulting in damage to property or injury to or death of any person. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement and shall survive the termination of this Agreement for any reason.

Section 6.02. Tax-Exempt Status of Tax-Exempt Bonds.

The Consolidated Government recognizes that the purchasers and owners of the Tax-Exempt Bonds will have accepted the Tax- Exempt Bonds on, and paid for the Tax-Exempt Bonds a price that reflects, the understanding that interest on the Tax-Exempt Bonds is excluded from the gross income of the owners for federal income tax purposes under laws in force at the time the Tax-Exempt Bonds shall have been delivered.

The Consolidated Government covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on any Tax-Exempt Bonds to become includable in the gross income of any owner thereof.

The Consolidated Government agrees to furnish the Agency any items (including, without limitation, certificates of the Consolidated Government and opinions of Bond Counsel) reasonably requested by it to evidence compliance with the covenants contained in this Section 6.02.

ARTICLE VII

ASSIGNMENT; PREPAYMENTS

Section 7.01. No Assignment by Consolidated Government.

This Agreement may not be sold, assigned, delegated, or encumbered by the Consolidated Government.

Section 7.02. Redemption of Bonds.

The Agency, at the written direction of the Consolidated Government at any time and if the Bonds are then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Bond Resolution to effect redemption or purchase of all or part of the then outstanding Bonds, as may be specified by the Consolidated Government, on the earliest date on which such redemption or purchase may be made under such applicable provisions.

Section 7.03. Prepayment.

There is expressly reserved to the Consolidated Government the right, and the Consolidated Government is authorized and permitted, at any time it may choose, to prepay all or any part of amounts payable under Section 5.03(a) hereof, and the Agency agrees that any Institutional Bondholder, at its sole option, or the Sinking Fund Custodian, as the case may be, may accept such prepayments when the same are tendered by the Consolidated Government or such prepayments may otherwise be irrevocably deposited into an escrow account for retirement of the Bonds. All amounts so prepaid shall at the written direction of the Consolidated Government be credited toward the payments specified in Section 5.03(a) hereof, in the order of their due dates, or applied to the retirement of Bonds prior to maturity (either by redemption or purchase) in accordance with the Bond Resolution. The Consolidated Government shall also have the right to surrender Bonds acquired by it in any manner whatsoever to the Agency for cancellation, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and shall be allocated as credits to amounts payable under Section 5.03(a) hereof as provided in the Bond Resolution.

Section 7.04. Option to Prepay the Payments and Redeem the Series 2025 Bond at Prior Optional Redemption Dates.

The Consolidated Government shall also have the option to prepay the payments provided for in Section 5.03(a) hereof related to the Series 2025 Bond and other amounts payable under this Agreement in such manner and amounts as will enable the Agency to redeem the Series 2025 Bond **[prior to maturity, in whole or in part on any date on or after October 1, ____, as provided in Section 3.1 of the Bond Resolution]**. The Series 2025 Bond redeemed pursuant to this Section shall be redeemed in accordance with the procedures set forth in Article III of the Bond Resolution. The payments provided for in Section 5.03(a) hereof related to the Series 2025 Bond and other amounts payable by the Consolidated Government in the event of its exercise of the option granted under this Section shall be (a), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, if any, and any redemption expense, and (b) in the case of a total redemption, the amounts set forth in

Article XI of the Bond Resolution and the applicable redemption premium, as provided in Section 3 of the Bond Resolution.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined.

The following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The Consolidated Government's failure to pay the amounts required to be paid under Section 5.03 of this Agreement at the times specified therein.

(b) The Consolidated Government's breach in any material respect of any representation or warranty contained in this Agreement or the Consolidated Government's failure in any material respect to observe, perform, or comply with any covenant, condition, or agreement in this Agreement on the part of the Consolidated Government to be observed or performed, other than as referred to in subsection (a) of this Section 8.01, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Consolidated Government by the Agency or the Bondholders, unless the Bondholders shall agree in writing to an extension of such time prior to its expiration. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Agency and the Bondholders, to be determined conclusively by the Bondholders, it shall not constitute an Event of Default if corrective action is instituted by the Consolidated Government within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Bondholders.

(c) The Consolidated Government shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property, (ii) enter into an agreement of composition with its creditors, (iii) admit in writing its inability to pay its debts as such debts become due, (iv) make a general assignment for the benefit of its creditors, (v) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect), (vi) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law, or (viii) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the Consolidated Government, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding up, or composition or adjustment of debts of the Consolidated Government, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Consolidated Government or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the Consolidated Government under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the

foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

Section 8.02. Remedies on Default.

Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Agency, in its discretion, may exercise any one or more of the following remedies:

(a) The Agency may have access to and inspect, examine, and make copies of the books and records and any and all accounts and similar data of the Consolidated Government.

(b) The Agency may from time to time take whatever action at law or in equity or under the terms of this Agreement may appear necessary or desirable to collect the amounts payable by the Consolidated Government hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Consolidated Government under this Agreement.

No action taken pursuant to this Section 8.02 shall relieve the Consolidated Government from its obligations pursuant to Section 5.03 hereof, all of which shall survive any such action, and the Agency may take whatever action at law or in equity as may appear necessary and desirable to collect the amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the Consolidated Government hereunder.

Section 8.03. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Agency hereunder shall also extend to the Bondholders, and the Bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 8.04. Agreement to Pay Fees and Expenses.

In the event the Consolidated Government should default under any of the provisions of this Agreement and the Agency or the Bondholders should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Consolidated Government herein contained, the Consolidated Government agrees that it shall on demand therefor pay to the Agency or to the Bondholders for the account of the Agency the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Agency or the Bondholders. Any attorneys' fees required to be paid by the Consolidated

Government under this Agreement shall include attorneys' and paralegals' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 8.05. Waiver of Events of Default.

The Agency may waive any Event of Default hereunder and its consequences. In case of any such waiver, or in case any proceeding taken by the Agency or the Bondholders on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Agency or the Bondholders, then and in every such case the Agency and the Consolidated Government shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices.

All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy or other electronic means if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other parties:

If to the Agency:	Urban Redevelopment Agency of Augusta c/o Administrator 535 Telfair Street, Suite 910 Augusta, GA 30901 Attention: Chair
with a copy to:	Augusta, Georgia 535 Telfair Street, Suite 800 Augusta, GA 30901 Attention: Finance Director
If to the Consolidated Government:	Augusta, Georgia 535 Telfair Street, Suite 910 Augusta, GA 30901 Attention: Administrator
with a copy to:	Augusta, Georgia 535 Telfair Street, Suite 800 Augusta, GA 30901 Attention: Finance Director
If to the 2025 Purchaser:	_____ _____ _____, ___, _____

Notices under this Section 9.01 will be deemed given only when actually received.

Section 9.02. Construction and Binding Effect.

This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes any prior agreements with respect thereto. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Consolidated Government, and

their respective successors and assigns subject, however, to the limitations contained in Section 7.01 hereof.

Section 9.03. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amounts Remaining in Funds.

It is agreed by the parties hereto that any amounts remaining in the Sinking Fund, the Project Fund, or other funds provided for herein upon expiration or sooner termination of this Agreement, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution), the fees, charges, and expenses of the Agency and the Bondholders, in accordance with the terms hereof, and all sums due and owing to the Agency, shall belong to and be paid to the Consolidated Government by the Agency as overpayment of amounts payable by the Consolidated Government hereunder.

Section 9.05. Amendments, Changes, and Modifications.

This Agreement may not be amended, changed, modified, altered, or terminated, and the observance of any term hereof may not be waived, except as provided in the Bond Resolution.

Section 9.06. Execution of Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.07. Law Governing Construction of this Agreement.

This Agreement is prepared and entered into with the intention that the law of the State of Georgia, exclusive of such state's rules governing choice of law, shall govern its construction.

Section 9.08. Immunity of Officials, Officers, and Employees of Agency and Consolidated Government.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Agency or the Consolidated Government contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his individual capacity, past, present, or future, of the Agency, the Consolidated Government, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Consolidated Government and the Agency payable only from the funds and assets of the Consolidated Government and the Agency herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member

of a Governing Body, officer, or employee, as such, past, present, or future, of the Consolidated Government or the Agency, or of any successor corporation, either directly or through the Consolidated Government, the Agency, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Agency and the Consolidated Government whether contained in this Agreement or in the Bond Resolution or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of the Agency and the Consolidated Government under the provisions contained in this Section 9.08 shall survive the completion of the 2020 Project and the termination of this Agreement.

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Agency has executed this Agreement by causing its name to be hereunto subscribed by its Chair and by causing the official seal of the Agency to be impressed hereon and attested by its Secretary; and the Consolidated Government has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the Consolidated Government to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.

URBAN REDEVELOPMENT AGENCY OF AUGUSTA

(SEAL)

By:_____
Chair

Attest:

_____
Secretary

AUGUSTA, GEORGIA

(SEAL)

By:_____
Mayor

Attest:

_____
Clerk of Commission

EXHIBIT A

DESCRIPTION OF 2020 PROJECT

Urban redevelopment projects pursuant to and as contemplated by the Laney-Walker and Bethlehem Urban Redevelopment Plan, including, but not limited to, property acquisition and assemblage, clearance and demolition work, construction costs for new homes and neighborhood infrastructure improvements, program management fees, appraisal fees, marketing costs, architect, engineering and surveying costs, environmental studies, property insurance costs, indirect allocation costs, and real estate closing costs, but excluding any down payment assistance and other subsidies associated with sales of homes on acquired property. A list of expenditures financed or refinanced from proceeds of the Series 2020 Bond for the years 2010 through 2025 is available from the Agency.

URBAN REDEVELOPMENT AGENCY OF AUGUSTA

MASTER BOND RESOLUTION

A MASTER BOND RESOLUTION AUTHORIZING THE ISSUANCE OF URBAN REDEVELOPMENT AGENCY OF AUGUSTA REVENUE BOND (LANEY-WALKER AND BETHLEHEM PROJECT), FEDERALLY TAXABLE SERIES 2025; AND MAKING OTHER PROVISIONS IN CONNECTION WITH THE FOREGOING.

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EXHIBIT A – INTERGOVERNMENTAL SERVICE AGREEMENT

MASTER BOND RESOLUTION

A MASTER BOND RESOLUTION PROVIDING FOR THE ISSUANCE BY THE URBAN REDEVELOPMENT AGENCY OF AUGUSTA OF ITS REVENUE BOND (LANEY-WALKER AND BETHLEHEM PROJECT), FEDERALLY TAXABLE SERIES 2025, FOR THE PURPOSE OF REFUNDING ITS OUTSTANDING REVENUE BOND (LANEY-WALKER AND BETHLEHEM PROJECT), FEDERALLY TAXABLE SERIES 2020, AND FINANCING THE COSTS OF ACQUIRING, CONSTRUCTING, AND INSTALLING CERTAIN URBAN REDEVELOPMENT PROJECTS; TO PROVIDE TERMS, PROVISIONS, AND CONDITIONS FOR THE ISSUANCE OF ITS REVENUE BOND (LANEY-WALKER AND BETHLEHEM PROJECT), FEDERALLY TAXABLE SERIES 2025, AND OTHER SERIES OF BONDS; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Augusta-Richmond County Commission (the "Commission"), which is the governing body of Augusta, Georgia (the "Consolidated Government"), in order to exercise the powers conferred upon the Consolidated Government by Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "Urban Redevelopment Law"), adopted a resolution on March 16, 2010, finding that one or more slum areas exist in Augusta, Georgia and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of Augusta, Georgia; and

WHEREAS, the Commission, by resolution adopted on March 16, 2010, designated the area covered by the hereinafter described urban redevelopment plan as a "slum area" that the Commission designated as appropriate for urban redevelopment projects; and

WHEREAS, the Commission held public hearings on March 22, 2010 and April 1, 2010, on a proposed urban redevelopment plan entitled "Laney-Walker and Bethlehem Urban Redevelopment Plan" (the "Plan"), a copy of which is on file with the Consolidated Government; and

WHEREAS, public notice of such public hearings was published in *The Augusta Chronicle*, a newspaper having a general circulation in the area of operation of the Consolidated Government, and proof of such publication is on file with the Consolidated Government; and

WHEREAS, the Commission, by resolution adopted on April 1, 2010, approved the Plan and the urban redevelopment projects set forth therein; and

WHEREAS, the Urban Redevelopment Agency of Augusta (the "Agency") is a public body corporate and politic duly created and validly existing under and pursuant to the Urban Redevelopment Law; and

WHEREAS, the Commission, by resolution adopted on April 1, 2010, activated the Agency and elected to have the Agency exercise the Consolidated Government's "urban redevelopment project powers" under the Urban Redevelopment Law, and the Agency's

commissioners have been appointed as provided in the Urban Redevelopment Law and are currently acting in that capacity; and

WHEREAS an Act of the General Assembly of the State of Georgia, which became effective on July 1, 2015, amended the Urban Redevelopment Law to substitute the terms "pocket of blight" and "pocket of blight clearance and redevelopment," for the terms "slum area" and "slum clearance and redevelopment," although the meanings assigned to such terms were not amended; and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to issue bonds to finance the undertaking of any "urban redevelopment project" under the Urban Redevelopment Law and to issue refunding bonds for the payment or retirement of such bonds previously issued by it, which bonds shall be made payable, as to both principal and interest, solely from the income, proceeds, revenues, and funds of the Agency derived from or held in connection with its undertaking and carrying out of urban redevelopment projects under the Urban Redevelopment Law; and

WHEREAS, the Urban Redevelopment Law requires that all revenue bonds issued under the Urban Redevelopment Law be issued and validated under and in accordance with the procedure set forth in Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law"; and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to undertake and carry out within the territorial limits of the Consolidated Government "urban redevelopment projects," which are defined to include undertakings or activities of the Agency in an urban redevelopment area under the Urban Redevelopment Law for the elimination and for the prevention of the development or spread of pockets of blight and may involve pockets of blight clearance and redevelopment in an urban redevelopment area, rehabilitation or conservation in an urban redevelopment area, or any combination or part thereof, in accordance with an urban redevelopment plan adopted pursuant to the Urban Redevelopment Law; and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Urban Redevelopment Law, to acquire, by purchase, grant, or otherwise, any real property (defined to include all lands, including improvements and fixtures thereon and property of any nature appurtenant thereto or used in connection therewith), to hold, improve, clear, or prepare for redevelopment any such property, and to borrow money for the purposes of the Urban Redevelopment Law and to give such security as may be required and to enter into and carry out contracts in connection therewith; and

WHEREAS, the Agency, by a Master Bond Resolution duly adopted on August 17, 2020, as supplemented by a Supplemental Series 2020 Bond Resolution duly adopted by the Agency on September 1, 2020, authorized, issued, and delivered $12,899,000 in original principal amount of its Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2020 (the "Series 2020 Bond"), for the purpose of obtaining funds to finance and refinance the costs of acquiring, constructing and installing certain urban redevelopment projects contemplated by the Plan, and the Series 2020 Bond is now outstanding in the principal amount of $11,082,000; and

WHEREAS, after careful study and investigation, the Agency and the Consolidated Government have each heretofore further determined that funds are needed in order for the Agency to finance additional costs of acquiring, constructing, and installing certain urban redevelopment projects contemplated by the Plan; and

WHEREAS, the Agency proposes to issue, sell, and deliver its revenue bond to be known as "Urban Redevelopment Agency of Augusta Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2025" (the "Series 2025 Bond"), in the original principal amount of $_____, for the purpose of obtaining funds to refund the outstanding Series 2020 Bond, which matures on October l, 2025, to finance the costs of acquiring, constructing and installing certain urban redevelopment projects contemplated by the Plan, and to finance related costs; and

WHEREAS, in consideration for the Agency's continued implementation of the Plan for the benefit of the residents of the Consolidated Government, the Consolidated Government will enter into an Intergovernmental Service Agreement (the "Agreement"), to be dated as of the date of its execution and delivery (or such other date agreed to by the parties thereto), with the Agency, under the terms of which the Consolidated Government (a) will agree to make payments to the Agency in amounts sufficient to enable the Agency to pay the principal of, premium, if any, and interest on the Series 2025 Bond when due, and (b) will agree to levy an annual ad valorem tax on all taxable property located within the territorial limits of the Consolidated Government, at such rate or rates, within the mill limit prescribed by an amendment to Article VII, Section I, Paragraph II of the Constitution of the State of Georgia of 1945 (1980 Ga. Laws 2177 to 2180, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to an Act of the General Assembly of the State of Georgia (1983 Ga. Laws 3870 to 3872, inclusive) (the "Constitutional Amendment"), or within such greater millage as may hereafter be prescribed by applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the Consolidated Government's obligations under the Agreement; and

WHEREAS, the Agency is pledging pursuant to this Master Bond Resolution all of the payments to be received by the Agency from the Consolidated Government pursuant to the Agreement to the payment of the Series 2025 Bond; and

WHEREAS, all things necessary to make the Series 2025 Bond when issued and delivered as provided in this Master Bond Resolution, the legal, valid, binding and enforceable limited obligations of the Agency according to the import thereof, and to create a valid pledge of the payments to be made under Section 5.03(a) of the Agreement to the payment of the principal of, redemption premium, if any, and interest on the Series 2025 Bond and a valid collateral assignment of certain of the rights, title, and interest of the Agency in and to the Agreement have been done and performed, and the adoption of this Master Bond Resolution and the execution, issuance, and delivery of the Series 2025 Bond, subject to the terms hereof, have in all respects been authorized; and

WHEREAS, pursuant to a competitive process conducted on behalf of the Agency and the Consolidated Government by the Consolidated Government's financial advisor, Davenport & Company LLC (the "Financial Advisor"), the Agency has received proposals from financial institutions for the purchase of the Series 2025 Bond, and after due consideration it is deemed

advisable and in the best interest of the Agency that the Series 2025 Bond be sold to _____ (the "Purchaser"); and

WHEREAS, the Agency proposes to sell the Series 2025 Bond at private sale to the Purchaser pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement"), to be dated the date of its execution and delivery, among the Agency, the Consolidated Government, and the Purchaser;

NOW, THEREFORE, BE IT RESOLVED by the Urban Redevelopment Agency of Augusta, and it is hereby resolved by authority of the same, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

Certain words and terms used in this Master Bond Resolution shall have the meaning given them in Section 1.01 of the Agreement, which by this reference is incorporated herein. In addition to the words and terms defined in Section 1.01 of the Agreement, the following words and terms shall have the meanings specified below unless the context or use indicates another or different meaning or intent:

"Agreement" means the Intergovernmental Service Agreement, dated as of the date of its execution and delivery (or such other date agreed to by the parties thereto), by and between the Consolidated Government and the Agency, in substantially the form attached hereto as Exhibit A, as the same may be supplemented and amended from time to time in accordance with the provisions thereof:

"Authorized Denomination" means (a) with respect to Bonds other than Institutional Bonds, $5,000 or any integral multiple thereof, and (b) with respect to Institutional Bonds of each series, the unpaid principal amount of Bonds of such series.

"Bond Register" means the registration books maintained and to be maintained by the Agency or by the Bond Registrar on behalf of the Agency.

"Bond Registrar" means any bank or trust company appointed by the Agency to maintain, in accordance with the provisions of the Bond Resolution, the registration books of the Agency for any series of Bonds. There shall be no Bond Registrar for the Institutional Bonds.

"Bond Resolution" means this Master Bond Resolution as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions.

"Bond Year" means the 12-month period beginning on October 2 of each calendar year and ending on October 1 of the next succeeding calendar year.

"Event of Default" means any of the events defined as such in Article VII.

"Government Obligations" means direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury of the United States of America) or obligations the payment of the principal of and interest on which when due are fully and unconditionally guaranteed by the United States of America.

"Institutional Bonds" means any whole series of Bonds initially purchased for investment purposes and not with a view to distribution by a single institutional investor and designated as such pursuant to the Bond Resolution.

"Interest Payment Date" means April 1 and October 1 of each year.

"Investment Earnings" means all interest received on and profits derived from investments made with Pledged Revenues or any monies in the funds and accounts specified in Section 4.2 or Section 13.1 hereof.

"Outstanding Bonds" or **"Bonds Outstanding"** or **"Outstanding"** means all Bonds that have been duly authenticated and delivered by the Bond Registrar under the Bond Resolution, except:

(a) Bonds theretofore cancelled or required to be cancelled by the Bond Registrar,

(b) Bonds that are deemed to have been paid in accordance with Article XI, and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered under Section 2.7 hereof.

If the Bond Resolution shall be discharged pursuant to Article XI, no Bonds shall be deemed to be outstanding within the meaning of this provision.

"Paying Agent" means any bank or trust company appointed by the Agency to serve as paying agent in accordance with the terms of the Bond Resolution for any series of Bonds, and their successors and assigns. There shall be no Paying Agent for the Institutional Bonds.

"Pledged Revenues" means the revenues received by the Agency constituting payments pursuant to Section 5.03(a) of the Agreement.

"Project Fund" means the fund established and designated as such pursuant to Section 4.2 hereof.

"Record Date'' means, with respect to any semiannual Interest Payment Date for Bonds other than Institutional Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date, and, for any Bonds other than Institutional Bonds paying interest other than semiannually, any record dates designated by the Agency in a Series Resolution. There shall be no Record Dates for Institutional Bonds.

"Series Resolution" means a bond resolution or bond resolutions (which may be supplemented by one or more bond resolutions) to be adopted prior to the delivery of any series of Additional Bonds. Such a bond resolution as supplemented shall establish the date or dates of the pertinent series of Additional Bonds, the schedule of maturities thereof, the name of the purchaser or purchasers of each series of Additional Bonds, whether any such Bonds will be Institutional Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, and the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, and such other details as the Agency may determine.

"Sinking Fund" means the fund established and designated as such pursuant to Section 4.2 hereof.

"Supplemental Resolution" means (a) any Series Resolution and (b) any modification, amendment, or supplement to the Bond Resolution other than a Series Resolution.

"Term Bonds" means Bonds that mature on one date, yet a significant portion of which are required to be redeemed prior to maturity under a schedule of mandatory redemptions to he established by the Series Resolution authorizing the issuance of such Bonds.

Section 1.2. Construction of Certain Terms.

For all purposes of the Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(b) "The Bond Resolution" means this instrument as originally adopted or as it may from time to time be supplemented or amended by one or more resolutions supplemental hereto adopted pursuant to the applicable provisions hereof.

(c) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof" and "hereunder" and other words of similar import refer to the Bond Resolution as a whole and not to any particular Article, Section, or other subdivision.

(d) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(e) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.3. Table of Contents; Titles and Headings.

The table of contents, the titles of the articles, and the headings of the sections of the Bond Resolution are solely for convenience of reference, are not a part of the Bond Resolution, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.4. Contents of Certificates or Opinions.

Every certificate or opinion with respect to the compliance with a condition or covenant provided for in the Bond Resolution shall include: (a) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Agency or the Consolidated Government may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the Agency or the Consolidated Government or any third party) upon the certificate or opinion of or representations by an official of the Agency or the Consolidated Government or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Agency or the Consolidated Government, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of the Bond Resolution, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

ARTICLE II

AUTHORIZATION, FORM, AND REGISTRATION OF BONDS

Section 2.1. Authorization; Designation of Bonds; Designation of Series 2025 Bonds.

(a) The Bonds authorized under the Bond Resolution may be issued and sold in one or more series from time to time, shall be designated "Urban Redevelopment Agency of Augusta Revenue Bonds (Laney-Walker and Bethlehem Project)" and shall be in substantially the form set forth in the related Series Resolution, but such variations, omissions, substitutions, and insertions may be made therein, and such particular series designation, legends, or text may be endorsed thereon as may be necessary or appropriate to conform to and as required or permitted by this Master Bond Resolution and any Series Resolution or as may be necessary or appropriate to comply with applicable requirements of law. The Bonds may bear such legends or contain such further provisions as may be necessary to comply with or conform to the rules and requirements of any brokerage board, securities exchange, or municipal securities rulemaking board.

(b) There is hereby authorized to be executed and delivered a series of Bonds, in an original principal amount of $_____, to be designated "Urban Redevelopment Agency of Augusta Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2025," which shall be executed, issued, and delivered under, and secured by, the Bond Resolution. The Series 2025 Bond shall constitute an Institutional Bond. Additional Bonds may be issued from time to time as provided in, and subject to the limitations set forth in, this Article.

Section 2.2. Terms of Bonds; Terms of Series 2025 Bonds.

(a) The Bonds shall be issued in fully registered form in Authorized Denominations and shall be dated as provided in the pertinent Series Resolution.

Each Bond (other than an Institutional Bond) authenticated prior to the first Interest Payment Date thereon shall bear interest from its dated date. Each Bond (other than an Institutional Bond) authenticated on or after the first Interest Payment Date thereon shall bear interest from the Interest Payment Date thereon next preceding the date of authentication thereof, unless such date of authentication shall be an Interest Payment Date to which interest on such Bond has been paid in full or duly provided for, in which case from such date of authentication; provided that if, as shown by the records of the Paying Agent, interest on such Bond shall be in default, such Bond shall bear interest from the date to which interest has been paid in full on such Bond or, if no interest has been paid on such Bond, its dated date. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Bond. No payment due on any Bond (other than an Institutional Bond) shall be overdue if on the due date of such payment sufficient collected funds to make such payment are on deposit with the Paying Agent.

Some or all of the Bonds may be Term Bonds maturing in one or more years yet subject to mandatory redemption prior to maturity. Any requirement for the mandatory redemption of Term Bonds prior to maturity may be satisfied to the extent that any Bonds of the same series and

maturity shall have been acquired by the Agency and presented for cancellation to the Bond Registrar on or prior to the mandatory redemption date.

(b) The Series 2025 Bond shall be dated the date of its issuance and delivery and shall be issued as a single, fully registered bond without coupons and shall be numbered R-1.

The Series 2025 Bond shall bear interest from its dated date on the outstanding principal amount thereof at the rate per annum of _____%, computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2025 Bond shall be payable on April 1, 2026 and semi-annually thereafter on October 1 and April 1 of each year. Principal of the Series 2025 Bond shall be payable on October 1, in the years and in the amounts as follows, unless earlier called for redemption.

Year	Amount

During the existence of any Event of Default, the Series 2025 Bond shall bear interest at the rate per annum of 5.00%, computed on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.3. Place of Payment.

All sums becoming due on the Institutional Bonds for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the Bondholder in writing to the Agency, without the presentation or surrender of the Institutional Bonds or the making of any notation thereon, except that upon written request of the Agency made concurrently with or reasonably promptly after payment or redemption in full of any Institutional Bond, the Bondholder shall surrender such Bond for cancellation, reasonably promptly after any such request, to the Agency. Prior to any sale or other disposition of the Institutional Bonds, the Bondholder shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

All payments of principal of each Institutional Bond (whether at maturity or upon redemption), including the date and amount of each payment, shall be endorsed by the Bondholder on the Schedule of Payments and Redemptions attached to each Institutional Bond; provided, however, that any failure by the Bondholder to endorse such information on such Schedule shall not in any manner affect the obligation of the Agency to make payments of principal and interest in accordance with the terms of the Institutional Bonds. The Agency hereby irrevocably authorizes and directs the registered owner of each Institutional Bond to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of each Institutional Bond.

The registered owner of each Institutional Bond shall permit the Agency at any time during regular business hours to make at such registered owner’s principal office an appropriate notation

on each institutional Bond of payments of principal thereof, if at least five days prior thereto the Agency shall have given written notice of its intention to do so and if it shall not have received from the Bondholder a written confirmation that the requested notation has been made.

The principal of and redemption premium, if any, on the Bonds (other than Institutional Bonds) shall be payable to the registered owner thereof on the dates specified, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Interest on the Bonds (other than Institutional Bonds) shall be paid by check or draft on the Paying Agent mailed by first-class mail on the pertinent Interest Payment Date (if immediately available funds have been provided to the Paying Agent for such payment on or prior to such interest Payment Date) to the registered owner of each such Bond at the address shown on the Bond Register on the Record Date or to such other address as shall have been furnished in writing to the Bond Registrar by the registered owner prior to such Record Date. All such payments shall be made in lawful money of the United States of America.

Section 2.4. Execution and Authentication; Form of Bonds; Form of Series 2025 Bond.

(a) The Bonds shall be executed by the Chair of the Agency and attested by the Secretary of the Agency and shall be sealed with the official seal of the Agency. The facsimile signature of the Chair and the Secretary may be imprinted on Bonds other than Institutional Bonds instead of their manual signatures. A facsimile of the official seal of the Agency may be reproduced on Bonds other than Institutional Bonds instead of impressed thereon. Bonds bearing the manual or facsimile signatures of a person in office at the time such signature was signed or imprinted shall be fully valid, notwithstanding the fact that before or after delivery of such Bonds such person ceased to hold such office.

Only (i) manually executed Institutional Bonds and (ii) in the case of Bonds other than Institutional Bonds, such Bonds as shall be authenticated by the endorsement thereon of a certificate substantially in the form contained on the form of Bond set forth in the Bond Resolution, executed by the Bond Registrar by the manual signature of one of its authorized signatories, shall be secured by the Bond Resolution or shall be entitled to any benefit under the Bond Resolution. Every such certificate of the Bond Registrar upon any Bond (other than an Institutional Bond) purporting to be secured by the Bond Resolution shall be conclusive evidence that the Bond so certified has been duly issued under the Bond Resolution and that the owner is entitled to the benefit of the Bond Resolution. It shall not be necessary for the same signatory to sign the certificate of authentication on all of the Bonds secured under the Bond Resolution or on all Bonds of any series.

(b) The Series 2025 Bond shall be in substantially the form set out below, with such variations, omissions, substitutions, and insertions as are required or permitted by the Bond Resolution.

[FORM OF SERIES 2025 BOND]

THIS BOND IS SUBJECT TO AN INVESTMENT LETTER AGREEMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER AGREEMENT.

UNITED STATES OF AMERICA

STATE OF GEORGIA
URBAN REDEVELOPMENT AGENCY OF AUGUSTA
REVENUE BOND (LANEY-WALKER AND BETHLEHEM PROJECT), FEDERALLY TAXABLE SERIES 2025

Number R-1 Principal Amount $_____

Maturity Date: Dated:

October 1, 20__ September __, 2025

Registered Owner:

KNOW ALL MEN BY THESE PRESENTS that the URBAN REDEVELOPMENT AGENCY OF AUGUSTA (the "Agency"), a public body corporate and politic duly created and existing under the laws of the State of Georgia, for value received, hereby promises to pay, but only from the source as hereinafter provided, to the registered owner shown above, or registered assigns, the principal sum stated above, or so much of the principal sum stated above as shall be outstanding, as indicated on the Schedule of Payments and Redemptions attached to this Bond, payable as provided herein.

This Bond shall bear interest from its dated date on the outstanding principal amount hereof at the rate of _____% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months.

Interest on this Bond shall be payable on April 1, 2026, and semi-annually thereafter on each April 1 and October 1 of each year. Principal of this Bond shall be payable on October 1, in the years and in the amounts as follows, unless earlier called for redemption:

Year Amount

During the existence of any Event of Default (as defined in the hereinafter defined Resolution), this Bond shall bear interest at a rate per annum equal to 5.00% (the "Default Rate").

All sums becoming due on this Bond for principal, premium, if any, and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the registered owner of this Bond in writing to the Agency, without the presentation or surrender of this Bond or the making of any notation hereon, except that upon the written request of the Agency made concurrently with or reasonably promptly after payment or redemption in full of this Bond, the registered owner of this Bond shall surrender this Bond for cancellation, reasonably promptly after any such request, to the Agency. Prior to any sale or other disposition of this Bond, the registered owner of this Bond shall endorse hereon the amount of principal paid hereon and the last date to which interest has been paid hereon.

All payments of principal of this Bond (whether at maturity or upon redemption), including the date and amount of each payment, shall be endorsed by the registered owner of this Bond on the Schedule of Payments and Redemptions attached to this Bond; provided, however, that any failure by the registered owner of this Bond to endorse such information on such Schedule shall not in any manner affect the obligation of the Agency to make payments of principal and interest in accordance with the terms of this Bond. The Agency hereby irrevocably authorizes and directs the registered owner of this Bond to enter on the Schedule of Payments and Redemptions the date and amount of each payment of principal of this Bond.

This Bond is the only bond of an authorized issue limited in original principal amount to $_____, designated "Urban Redevelopment Agency of Augusta Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2025" issued by the Agency pursuant to and in full compliance with the provisions of the Constitution and statutes of the State of Georgia, including specifically, but without limitation, Chapter 61 of Title 36 of the Official Code of Georgia Annotated, as amended, known as the "Urban Redevelopment Law" (the "Urban Redevelopment Law"), and Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, as amended, known as the "Revenue Bond Law," and pursuant to a Master Bond Resolution (the "Resolution") duly adopted by the Agency on August 19, 2025 (the "Resolution"), authorized to be issued for the purpose of obtaining funds (a) to refund $11,082,000 in outstanding principal amount of the Agency's Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2020, maturing on October 1, 2025, (b) to finance the costs of acquiring, constructing, and installing certain urban redevelopment projects contemplated by the urban redevelopment plan entitled "Laney-Walker and Bethlehem Urban Redevelopment Plan," and (c) to finance related costs and necessary expenses incidental thereto.

The Agency and Augusta, Georgia (the "Consolidated Government") have entered into an Intergovernmental Service Agreement (the "Agreement"), dated as of September 1, 2025, under the terms of which the Consolidated Government (a) agreed to make payments to the Agency in amounts sufficient to enable the Agency to pay the principal of, premium, if any, and interest on the Series 2025 Bond when due, and (b) agreed to levy an annual ad valorem tax on all taxable property located within the territorial limits of the Consolidated Government, at such rate or rates, within the mill limit prescribed by an amendment to Article VII, Section I, Paragraph II of the Constitution of the State of Georgia of 1945 (1980 Ga. Laws 2177 to 2180, inclusive), now specifically continued as a part of the Constitution of the State of Georgia of 1983 pursuant to an Act of the General Assembly of the State of Georgia (1983 Ga. Laws 3870 to 3872, inclusive), or within such greater millage as may hereafter be prescribed by applicable law, as may be necessary

to produce in each year revenues that are sufficient to fulfill the Consolidated Government's obligations under the Agreement.

This Bond is issued under and is secured and entitled to the protection of the Resolution. Pursuant to the Resolution, as security for the payment of the principal of, redemption premium, if any, and interest on this Bond, the Agency collaterally assigned its right, title, and interest in and to the Agreement for the benefit of the owner of this Bond and pledged the payments to be made under the Agreement to the payment of the principal of, redemption premium, if any, and interest on this Bond. The Resolution provides that the Agency may hereafter issue Additional Bonds (as defined in the Resolution) from time to time under certain terms and conditions contained therein, and if issued, such Additional Bonds will rank on a parity with this Bond.

[The Series 2025 Bond shall be subject to optional redemption by the Agency upon the written request of the Consolidated Government prior to maturity, in whole or in part on any date on or after October 1, ____, and if in part in amounts not less than $10,000, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.] As a condition precedent to each optional redemption pursuant to the preceding sentence, the registered owner of the Series 2025 Bond shall receive written notice of such optional redemption not less than 10 days prior to the date fixed for such redemption. Each such notice shall specify the date of redemption, the principal amount of the Series 2025 Bond to be redeemed on such date, and the accrued interest (if the same can be calculated) to be paid on the redemption date with respect to the principal amount being redeemed.

Any partial redemptions of this Bond shall be applied to the principal payments due on this Bond in the inverse order of their maturities.

In the case of each redemption of this Bond, the principal amount of this Bond to be redeemed shall mature and become due and payable on the date fixed for such redemption, together with interest on such principal amount accrued to such date and the applicable premium, if any. From and after such date, unless the Agency shall fail to pay such principal amount when so due and payable, together with the interest and premium, if any, as aforesaid, interest on such principal amount shall cease to accrue.

This Bond shall be issued as a single, fully registered bond without coupons in the original principal amount of $_____. Upon surrender of this Bond at the office of the Agency for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of this Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this Bond, the Agency shall execute and deliver a new Bond in exchange therefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such person as the former registered owner of this Bond may request and shall be issued as a single, fully registered bond. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid hereon. The Agency may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this Bond but shall not otherwise impose a charge or fee in connection with any such transfer. This Bond shall not be

transferred in a denomination of less than the unpaid principal amount of the surrendered Bond. No transfer of this Bond shall be made until the transferee has executed and delivered to the Agency an Investment Letter substantially in the form delivered to the Agency in connection with the initial delivery of this Bond.

Under the terms of the Agreement and the Resolution, the Agency and the Consolidated Government have agreed that the payments to be made by the Consolidated Government under the Agreement will be paid by the Consolidated Government directly to the owner of this Bond.

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF TUE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. THE AGENCY HAS NO TAXING POWER. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE AGENCY PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE RESOLUTION, INCLUDING THE PROCEEDS OF THE HEREINBEFORE DESCRIBED AD VALOREM TAX THAT THE CONSOLIDATED GOVERNMENT IS OBLIGATED TO LEVY. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OR THE TAXING POWER OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, EXCEPT TO LEVY THE HEREINBEFORE DESCRIBED AD VALOREM TAX, TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, OTHER THAN THE PROCEEDS OF THE HEREINBEFORE DESCRIBED AD VALOREM TAX, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE AGENCY NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

For a more particular statement of the covenants and provisions securing this Bond, the conditions under which the owner of this Bond may enforce the various covenants (other than the covenant to pay principal of and interest on this Bond when due from the sources provided, the right to enforce which is unconditional), the conditions upon which Additional Bonds may be issued on a parity with this Bond under the Resolution, and the conditions upon which the Resolution may be amended with the consent of the owners of the Bonds (as defined in the Resolution) outstanding under the Resolution, reference is made to the Resolution. Upon the occurrence of an Event of Default under the Resolution, the owner of this Bond shall be entitled to the remedies provided by the Resolution.

The obligations hereunder shall be limited as provided in Section 36-61-12(b) of the Urban Redevelopment Law. This Bond is issued by the Agency to aid in the financing of and in connection with an "urban redevelopment project," as such term is defined in paragraph (25) of Section 36-61-2 of the Urban Redevelopment Law, to accomplish the public purposes of the Urban Redevelopment Law.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Agency has caused this Bond to be executed by the manual signature of its Chair and has caused the official seal of the Agency to be impressed on this Bond and attested by the manual signature of its Secretary.

URBAN REDEVELOPMENT AGENCY OF AUGUSTA

(SEAL)

By:_____
Chair

Attest:

_____
Secretary

VALIDATION CERTIFICATE

STATE OF GEORGIA)

COUNTY OF RICHMOND)

The undersigned Clerk of the Superior Court of Richmond County, State of Georgia, DOES HEREBY CERTIFY that this Bond and the security therefor was validated and confirmed by judgment of the Superior Court of Richmond County, on the _____ day of _____ 2025 in Civil Action File No. _____, that no intervention or objection was filed opposing the validation of this Bond, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Richmond County, Georgia.

_____

Clerk, Superior Court of Richmond County, Georgia

(COURT SEAL)

SCHEDULE OF PAYMENTS AND REDEMPTIONS

Date of Payment	Amount of Payment	Notation Made By	Date of Payment	Amount of Payment	Notation Made By

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned, _____ hereby sells, assigns, and transfers unto _____ (Tax Identification or Social Security No. _____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____
Signature

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[END OF FORM OF SERIES 2025 BOND]

Section 2.5. Proof of Ownership.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the payment of the principal of, redemption premium, if any, and interest on each Bond shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including redemption premium, if any, and the interest thereon to the extent of the sums so paid.

Section 2.6. Bond Registrar; Transfer and Exchange.

The Agency shall keep at its office the Bond Register for the registration and registration of transfers of the Institutional Bonds. The name and address of the Bondholder, each transfer thereof, and the name and address of each transferee of the Institutional Bonds shall be registered in such register.

The Agency shall cause the Bond Register for the registration and for the transfer of the Bonds (other than Institutional Bonds) as provided in the Bond Resolution to be kept by the Bond Registrar. The Bonds (other than Institutional Bonds) shall be registered as to principal and interest on the Bond Register upon presentation thereof to the Bond Registrar, which shall make notation of such registration thereon; provided that the Agency reserves the right to issue coupon Bonds payable to bearer whenever to do so would not result in any adverse federal tax consequences.

Upon surrender of any Institutional Bond at the office of the Agency for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of the Institutional Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of the Institutional Bond, the Agency shall execute and deliver a new Institutional Bond of the same series in exchange therefor, in a principal amount equal to the unpaid principal amount of each surrendered Institutional Bond. Each such new Institutional Bond shall be payable to such Person as the former Bondholder may request and shall be issued as a single, fully registered bond substantially in the form set forth in the Bond Resolution. Each such new Institutional Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid thereon. The Agency may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the Institutional Bonds but shall not otherwise impose a charge or foe in connection with any such transfer. Each Institutional Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond. No transfer of the Institutional Bonds shall be made until the transferee has executed and delivered to the Agency an investment Letter substantially in the form delivered to the Agency in connection with the initial delivery of the Institutional Bonds being transferred. The Agency shall not be required to transfer any Institutional Bonds until the certificate of validation on each new Bond shall have been properly executed by the Clerk of the Superior Court of Richmond County.

Bonds (other than Institutional Bonds) may be transferred by surrender for transfer at the principal corporate trust office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or the registered owner’s attorney duly

authorized in writing. The Agency shall cause to be executed and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds (other than Institutional Bonds) of the same series, maturity, interest rate, aggregate principal amount, and tenor, of any Authorized Denomination or Denominations, and bearing numbers not then outstanding.

Bonds (other than Institutional Bonds) may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds (other than Institutional Bonds) of other Authorized Denominations of the same series, maturity, and interest rate, and bearing numbers not then outstanding. The Agency shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds (other than Institutional Bonds) that the Bondholder making the exchange is entitled to receive.

The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond for redemption has been given or during the period of 15 days (whether or not a business day for the Bond Registrar but excluding the date of giving such notice of redemption and including such 15th day) immediately preceding the giving of such notice of redemption.

In any exchange or registration of transfer of any Bond other than an Institutional Bond, the owner of the Bond shall not be required to pay any charge or fee; provided, however, if and to whatever extent any tax or governmental charge is at any time imposed on any such exchange or transfer, the Agency or the Bond Registrar may require payment of a sum sufficient for such tax or charge.

All Bonds (other than Institutional Bonds) surrendered for exchange or transfer of registration shall be cancelled and destroyed by the Bond Registrar in accordance with Section 2.8 hereof.

Section 2.7. Mutilated, Lost, Stolen, or Destroyed Bonds.

Upon receipt by the Agency of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of any Institutional Bond, and

(a) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it (provided that if the Bondholder has a minimum net worth of at least $25,000,000, such Person's own unsecured agreement of indemnity shall be deemed to be satisfactory); or

(b) in the case of mutilation, upon surrender and cancellation thereof, the Agency shall execute and deliver, in lieu thereof, a new single, fully registered Bond of the same series, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated Bond or dated the date of such lost, stolen, destroyed, or mutilated Bond if no interest shall have been paid thereon.

If any Bond other than an Institutional Bond is mutilated, lost, stolen, or destroyed, the Agency may execute and deliver a new Bond of the same series, maturity, interest rate, aggregate principal amount, and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen, or destroyed. In the case of any mutilated Bond other than an Institutional Bond, however, such

mutilated Bond shall first be surrendered to the Bond Registrar, and, in the case of any lost, stolen, or destroyed Bond other than an Institutional Bond, there shall first be furnished to the Bond Registrar evidence satisfactory to it of the ownership of such Bond and of such loss, theft, or destruction, together with indemnity to the Agency and the Bond Registrar, satisfactory to each of them. If any such Bond shall have matured or a redemption date pertaining to the Bond shall have passed, instead of issuing a new Bond the Agency may pay or cause the Paying Agent to pay the Bond. The Agency, the Bond Registrar, and the Paying Agent may charge the owner of such Bond with their reasonable fees and expenses for replacing mutilated, lost, stolen, or destroyed Bonds.

In executing a new Bond other than an Institutional Bond and in furnishing the Bond Registrar with the written authorization to deliver a new Bond as provided for in this Section, the Agency may rely conclusively on a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft, or destruction of any Bond.

Section 2.8. Blank Bonds; Destruction of Bonds.

The Agency shall make all necessary and proper provisions for the transfer and exchange of the Bonds (other than Institutional Bonds) by the Bond Registrar and the Agency shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Bonds (other than Institutional Bonds) duly executed on behalf of the Agency, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Richmond County, as herein provided in order that the Bond Registrar shall at all times be able to register and authenticate the Bonds (other than Institutional Bonds) at the earliest practicable time in accordance with the provisions of the Bond Resolution. All Bonds (other than Institutional Bonds) surrendered in any such exchange or registration of transfer shall be forthwith cancelled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to the Bonds (other than Institutional Bonds) maintained by the Bond Registrar.

Section 2.9. Additional Bonds.

No other revenue bonds or other obligations shall hereafter be issued that are payable from or enjoy a lien on the Pledged Revenues prior to the lien created for the payment of the Series 2025 Bond. Each series of Additional Bonds shall be sold from time to time as the Agency may determine by a Series Resolution. A certified copy of each Series Resolution shall be filed with the Bond Registrar.

Additional Bonds may be issued by the Agency, however, from time to time, ranking as to lien on the Pledged Revenues on a parity with the Series 2025 Bond, provided all of the following conditions are met:

(a) None of the Outstanding Bonds are in default as to payment of principal or interest.

(b) The Agency is in compliance with the terms and conditions of the Bond Resolution and the Agreement and the Consolidated Government is in compliance with the terms and conditions of the Agreement.

(c) The payments to be made into the Sinking Fund must have been made in the full amounts required.

(d) The Agency and the Consolidated Government shall amend the Agreement and reaffirm all applicable provisions of the Agreement, under the terms of which amendment the Consolidated Government must obligate itself to pay to the Agency payments sufficient to enable the Agency to pay the principal of, premium, if any, and interest on the Outstanding Bonds and Additional Bonds proposed to be issued as the same become due and payable, either at maturity or by proceedings for mandatory redemption.

(e) The Agency shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Additional Bonds, and shall provide in such proceedings, among other things, the date or dates of such Additional Bonds, the rate or rates of interest that such Additional Bonds shall bear, the maturity dates of such Additional Bonds, redemption provisions for such Additional Bonds, and provisions for registration of such Additional Bonds. In addition, the proceedings of the Agency shall establish any additional accounts, if any, required in funds established pursuant to Section 4.2 hereof. The interest on the Additional Bonds of any such issue shall fall due on April 1 and October 1 of each year, and the principal amount of such Additional Bonds shall mature in installments on April 1 or October 1, or both, but, as to principal on such Bonds, not necessarily in each year or in equal installments. The proceedings for such Additional Bonds may contain additional restrictions on the issuance of Additional Bonds, which restrictions shall, so long as, but only so long as, such Additional Bonds remain Outstanding, be for the benefit of any other Bonds secured by the Bond Resolution. Any such proceeding or proceedings shall ratify and reaffirm, by reference, all of the applicable terms, conditions, and provisions of the Bond Resolution.

(f) The Agency shall furnish the Consolidated Government with a duly certified copy of the Series Resolution authorizing the issuance of such Additional Bonds, and the Consolidated Government, acting by and through its Governing Body, shall acknowledge receipt of the certified copy of such Series Resolution, retain such Series Resolution in its permanent records, and authorize the issuance of such Additional Bonds.

(g) The requirements of Section 4.12 of the Agreement have been satisfied.

(h) Such Additional Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

Section 2.10. Limited Obligations.

The Bonds shall be special or limited and not general obligations of the Agency giving rise to no pecuniary liability of the Agency, shall be payable solely from the Pledged Revenues, and shall be a valid claim of the Bondholders only against the Pledged Revenues, which Pledged Revenues are hereby again specifically pledged and assigned for the payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Bond Resolution and the Agreement. The Bonds shall not constitute general or moral obligations of the Consolidated

Government nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit or taxing power of, the Consolidated Government or the State or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the taxing power of the State, the Consolidated Government, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Agency has no taxing power. Neither the members of the Governing Body of the Agency nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Redemption of Series 2025 Bond.

[The Series 2025 Bond shall be subject to optional redemption by the Agency upon the written request of the Consolidated Government prior to maturity, in whole or in part on any date on or after October 1, ____, and if in part in amounts not less than $10,000, at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed plus accrued interest to the redemption date.] As a condition precedent to each optional redemption pursuant to the preceding sentence, the registered owner of the Series 2025 Bond shall receive written notice of such optional redemption not less than 10 days prior to the date fixed for such redemption. Each such notice shall specify the date of redemption, the principal amount of the Series 2025 Bond to be redeemed on such date, and the accrued interest (if the same can be calculated) to be paid on the redemption date with respect to the principal amount being redeemed.

Section 3.2. Notice of Redemption.

Unless waived by any owner of Bonds to be redeemed, official notice of any redemption of Bonds, other than Institutional Bonds, shall be given by the Bond Registrar on behalf of the Agency by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated, shall contain the complete official name of the Bond issue, including series designation, and shall state:

(a) the redemption date;

(b) the redemption price;

(c) if less than all the Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed by CUSIP numbers, date of issue, rates of interest, and maturity dates;

(d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

Prior to any redemption date, the Agency shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds, other than Institutional Bonds, that are to be redeemed on that date.

Official notice of redemption having been given as described above, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable, and interest shall cease to accrue, as set forth in Section 3.4 hereof.

Upon the payment of the redemption price of Bonds, other than Institutional Bonds, being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The Bond Registrar shall mail a second notice of redemption not more than ninety (90) days following the redemption date to the registered owner of each Bond that was not presented for payment upon redemption within sixty (60) days following the redemption date, which notice shall be mailed by registered or certified mail, with a return receipt requested.

Failure to mail any notice specified in this Section 3.2 shall not affect the validity of any proceeding for the redemption of Bonds and mailing of or the receipt of such notice shall not be a condition precedent to the redemption. Failure to so mail any such notice or failure or refusal of receipt of such redemption notice shall not affect the validity of any proceedings for the redemption of Bonds, and neither the Bond Registrar nor the Agency shall have any responsibility whatsoever if any such notice is mailed as aforesaid but is not received by or receipt thereof is refused by the applicable registered owner. No defect in any such notice shall in any manner defeat the effectiveness of a call for redemption.

The Paying Agent shall hold amounts payable on redemption for Bonds, other than Institutional Bonds, that have not been surrendered for redemption for a period of not less than one year after the final maturity date of the Bonds or any earlier date when all of the Bonds have been refunded or redeemed.

Section 3.3. Agency or Bond Registrar May Give Notice of Redemption.

Notice of redemption of Bonds to be redeemed shall be given by the Agency or by the Bond Registrar for and on behalf of the Agency whenever either (a) such redemption is required to be made under the proceedings authorizing the issuance and sale of such Bonds or (b) whenever such redemption is permitted to be made under the terms of such Bonds and the Agency requests that such redemption be made.

Section 3.4. Effect of Notice of Redemption.

Official notice of redemption of Bonds, other than Institutional Bonds, having been given in the manner and under the conditions provided in Section 3.2 hereof, and monies for payment of the redemption price being held by the Paying Agent as provided in the Bond Resolution, the Bonds or portions of Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and interest on the Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. Upon surrender for partial redemption of any Bond other than an Institutional Bond, there shall be

prepared for and delivered to the registered owner a new Bond or Bonds of the same series, maturity, and interest rate in the amount of the unpaid principal.

Section 3.5. Redemption Among Series.

The Agency (at the direction of the Consolidated Government) may redeem the Bonds of any series, or a portion of the Bonds of any such series, before it redeems the Bonds of any other series. Within any particular series, any redemption of Bonds shall be in the manner provided in the Bond Resolution.

Section 3.6. Selection of Bonds to be Redeemed.

If less than all of the Bonds, other than Institutional Bonds, of like maturity of any series shall be called for redemption, the particular Bonds, or portions of Bonds, to be redeemed shall be selected by lot by the Agency (at the direction of the Consolidated Government) or in such other manner as the Agency (at the direction of the Consolidated Government) may deem proper. The portion of any Bond other than an Institutional Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or an integral multiple thereof and, in selecting portions of such Bonds for redemption, the Agency shall treat each such Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000.

Section 3.7. Purchase in Open Market.

Nothing herein contained shall be construed to limit the right of the Agency, at the direction of the Consolidated Government, to purchase with any excess monies in the Sinking Fund (*i.e.*, monies not needed in the then current Bond Year to pay principal of and interest on any Bonds or credited against a payment pursuant to Section 5.03(a) of the Agreement) and for Sinking Fund purposes, any Bonds in the open market at a price not exceeding the callable price. Any such Bonds so purchased shall not be reissued and shall be cancelled.

ARTICLE IV

FLOW OF FUNDS

Section 4.1. Pledge of Revenues and Assignment of Agreement.

All Pledged Revenues shall be and are hereby pledged by the Agency to the prompt payment of the principal of, redemption premium, if any, and interest on the Bonds. Such monies shall immediately be subject to the lien of this pledge for the benefit of the Bondholders without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Agency and against all other persons having claims against the Agency, whether such claims shall have arisen in tort, contract, or otherwise and irrespective of whether such parties have notice thereof. This pledge shall rank superior to all other pledges that may hereafter be made of any of the funds and accounts pledged in the Bond Resolution.

In order to secure the Agency's obligations under the Bonds, the Agency hereby collaterally assigns, for the benefit of the Bondholders, all of the right, title, and interest of the Agency in and to the Agreement (except for the Unassigned Rights), and all extensions and renewals of the term thereof, if any, and all amounts encumbered thereby, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive, and make receipt for payments and other sums of money payable, receivable, or to be held thereunder, to bring any actions and proceedings thereunder or for the enforcement thereof, and to do any and all other things that the Agency is or may become entitled to do under the foregoing, provided that the assignment made by this sentence shall not impair or diminish any obligation of the Agency under the provisions of the Agreement or impair or diminish the right of the Agency to enforce compliance with the obligations of the Consolidated Government under the Agreement.

The Bondholders may enforce all rights of the Agency and all obligations of the Consolidated Government under and pursuant to the Agreement, whether or not the Agency is in default hereunder. So long as any of the Bonds remain Outstanding, and for such longer period when required by the Agreement, the Agency shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under the Agreement. The Agency covenants to maintain, at all times, the validity and effectiveness of the Agreement and (except as expressly permitted by the Agreement) shall take no action, shall permit no action to be taken by others, and shall not omit to take any action or permit others to omit to take any action, which action or omission might release the Consolidated Government from its liabilities or obligations under the Agreement or result in the surrender, termination, amendment, or modification of, or impair the validity of, the Agreement.

The Agency covenants to diligently enforce all covenants, undertakings, and obligations of the Consolidated Government under the Agreement, and the Agency hereby authorizes and directs the Bondholders to enforce any and all of the Agency's rights under the Agreement on behalf of the Agency. The Agency shall retain possession of an executed original or counterpart of the Agreement and shall release the same only in accordance with the provisions thereof. The Agreement shall be available for inspection at reasonable times and under reasonable conditions by any owner of any Bond.

Section 4.2. Funds and Accounts.

The following funds and accounts are hereby established, and the monies deposited in such funds and accounts shall be held in trust for the purposes set forth in the Bond Resolution:

(a) Urban Redevelopment Agency of Augusta Sinking Fund; and

(b) Urban Redevelopment Agency of Augusta Project Fund.

The Sinking Fund is further described in this Article. The Project Fund is further described in Article XIII.

Accounts or subaccounts may be held within the fund under which it is created. The Sinking Fund shall be maintained by the Sinking Fund Custodian, and the Project Fund shall be maintained by the Project Fund Depository. The Agency and the Consolidated Government shall have the right to deposit funds into, and withdraw funds from, any such funds or accounts, subject to the requirements of the Bond Resolution.

Section 4.3. Flow of Funds.

All Pledged Revenues (other than the revenues received by the Agency constituting payments pursuant to Section 5.03(a) of the Agreement relating to Institutional Bonds) shall be deposited in the Sinking Fund from time to time as received by the Agency.

No further payments need be made into the Sinking Fund whenever the amount available therein is sufficient to retire all Bonds then Outstanding other than Institutional Bonds and to pay all unpaid interest accrued and to accrue prior to such retirement.

Nothing contained in the Bond Resolution shall be construed as prohibiting the Agency, at its option, from making additional deposits or payments into any of the funds or accounts described in this Section from any monies that may be available to it for such purpose.

Section 4.4. Sinking Fund.

The Sinking Fund shall be used as a sinking fund to pay the principal of, premium, if any, and interest on the Bonds other than Institutional Bonds. The payments provided for in Section 5.03(a) of the Agreement relating to Bonds other than Institutional Bonds are to be remitted directly to the Sinking Fund Custodian for the account of the Agency and deposited in the Sinking Fund.

Monies in the Sinking Fund shall be used solely as a fund for the payment of the principal of, premium, if any, and interest on the Bonds other than Institutional Bonds, for the redemption of the Bonds other than Institutional Bonds at or prior to maturity, and to purchase Bonds other than Institutional Bonds in the open market pursuant to Section 3.7 hereof.

The Sinking Fund shall be in the custody of the Sinking Fund Custodian but in the name of the Agency, and the Agency hereby authorizes and directs the Sinking Fund Custodian to withdraw sufficient funds from the Sinking Fund to pay principal of and interest and premium, if

any, on the Bonds other than Institutional Bonds as the same become due and payable and to make such funds so withdrawn available to the Paying Agent for the purpose of paying such principal, interest, and premium, if any.

Section 4.5. Bond Registrar's and Paying Agent's Fees, Charges. and Expenses.

Pursuant to the provisions of the Agreement, the Consolidated Government has agreed to pay the Bond Registrar and the Paying Agent, until the principal of, interest, and premium, if any, on the Bonds shall have been fully paid, an amount equal to their reasonable fees, charges, and expenses. The Consolidated Government may, without creating a default hereunder, contest in good faith the reasonableness of any of the fees, charges, or expenses referred to herein.

Section 4.6. Security of Funds and Accounts.

Uninvested monies shall, at least to the extent not guaranteed by the Federal Deposit Insurance Corporation, be secured to the fullest extent required by the laws of the State for the security of public funds.

Section 4.7. Investment of Funds and Accounts.

Monies in the funds and accounts established under the Bond Resolution shall be invested and reinvested at the highest rates reasonably available. Monies in the Sinking Fund may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next succeeding Interest Payment Date, but whenever prior to any Interest Payment Date the aggregate of the monies in the Sinking Fund exceeds the amount necessary to pay interest and principal falling due on such Interest Payment Date, such excess may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next following Interest Payment Date. Investment Earnings in each fund and account shall remain in such fund or account and serve as a credit against amounts otherwise required to be paid into such fund or account.

Monies in each of such funds shall be accounted for as a separate and special fund apart from all other Agency or Consolidated Government funds.

Section 4.8. Valuation of Investments.

All investments made under the Bond Resolution shall, for purposes of the Bond Resolution, be carried at cost plus amortized discount.

Section 4.9. Disposition of Monies After Payment of Bonds.

Any amounts remaining in any fund or account established under the Bond Resolution after payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision for payment thereof has been made), the fees, charges, and expenses of the Paying Agent and the Bond Registrar, and all other amounts required to be paid under the Bond Resolution, shall be promptly paid to the Consolidated Government.

ARTICLE V

DEPOSITORIES OF MONIES

Section 5.1. Project Fund Depository: Sinking Fund Custodian.

(a) The right to deposit and withdraw monies in and from funds and accounts shall be as specified in Section 4.2 hereof. All monies received by the Agency under the terms of the Bond Resolution shall, subject to the giving of security as provided in the Bond Resolution, be deposited with the Project Fund Depository or with the Sinking Fund Custodian in the name of the Agency. All monies deposited under the provisions hereof shall be deposited in banks insured by the Federal Deposit Insurance Corporation, and, except for banks with a home office inside Richmond County, with a capital and surplus of not less than $50,000,000, or any successor thereto. Such monies shall be applied in accordance with the terms and for the purposes set forth in the Bond Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Agency.

(b) In the event the Sinking fund Custodian and the Paying Agent for all Bonds then Outstanding other than Institutional Bonds is the same bank acting in both capacities, then the Sinking Fund Custodian shall, without any further direction on the part of or any further authorization from the Consolidated Government or the Agency, use and disburse the monies in the Sinking Fund as provided in the Bond Resolution.

Section 5.2. Successor Project Fund Depository or Sinking Fund Custodian.

The Agency may, from time to time, designate a successor Project Fund Depository or Sinking Fund Custodian, provided such successor complies with all of the provisions of this Article and the applicable provisions of the Bond Resolution.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.1. Payment.

Each and every covenant herein made, including all covenants made in the various sections of this Article VI, is predicated upon the condition that any obligation for the payment of money incurred by the Agency shall never constitute an indebtedness or general obligation of the Agency, within the meaning of any constitutional or statutory provision whatsoever, but shall be payable solely from the Pledged Revenues, which revenues and receipts are hereby specifically pledged to the payment thereof in the manner and to the extent in the Bond Resolution specified, and nothing in the Bonds or in the Bond Resolution shall be construed as pledging any other funds or assets of the Agency. The Agency will promptly pay, solely from the Pledged Revenues, the principal of and interest on the Bonds issued hereunder and secured hereby at the place, on the dates, and in the manner herein and in the Bonds specified, and any premium required for the redemption of the Bonds, according to the true intent and meaning thereof.

Section 6.2. Liens.

The Agency shall not create or suffer lo be created any lien, security interest, or charge upon the Pledged Revenues or the Agreement, other than the pledge and assignment created by the Bond Resolution.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1. Events of Default.

Each of the following events is hereby declared an "event of default" under the Bond Resolution, that is to say, if: (a) payment of the principal of and redemption premium, if any, on any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption; or (b) payment of any installment of interest on any Bond shall not be made when the same becomes due and payable; or (c) the Agency shall, for any reason, be rendered incapable of fulfilling its obligations hereunder; or (d) an "Event of Default" shall have occurred under the Agreement; or (e) the Consolidated Government or the Agency shall default in the due and punctual performance of any other of the covenants, conditions, agreements, or provisions contained in the Bonds, the Agreement, or the Bond Resolution, on the part of the Consolidated Government or the Agency to be performed, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the Consolidated Government and the Agency by any Bondholder.

Section 7.2. Remedies.

Upon the happening and continuance of any Event of Default, then and in every such case any Bondholder may proceed, subject to the provisions of Section 7.4 hereof, to protect and enforce the rights of the Bondholders hereunder by a suit, action, or special proceedings in equity, or at law, for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted, or contained in the Agreement or granted in the Agreement, or for the enforcement of any proper legal or equitable remedy as such Bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 7.3. Restoration.

In case any proceeding taken by any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondholder, then and in every such case the Consolidated Government, the Agency, and the Bondholders shall be restored to their former positions and rights hereunder and under the Agreement, respectively, and all rights, remedies, and powers of the Bondholders shall continue as though no such proceedings had been taken.

Section 7.4. Equal Benefit.

No one or more owners of the Bonds secured hereby shall have any right in any manner whatever by its or their action to affect, disturb, or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit of all owners of such outstanding Bonds.

Section 7.5. Nonexclusivity of Remedies.

No remedy herein conferred upon the Bondholders is intended to be exclusive of any other remedy, or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 7.6. No Waiver.

No delay or omission of any Bondholder to exercise any right, power, or remedy accruing upon any Event of Default shall impair any such right or power or be construed as an acquiescence in such Event of Default, and every right, power, and remedy given by this Article to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII

BOND OWNERSHIP

Section 8.1. Manner of Evidencing Ownership of Bonds.

Any request, direction, or other instrument required by the Bond Resolution to be signed or executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such request, direction, or other instrument, or of the writing appointing such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of the Bond Resolution.

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness to such execution. The fact of the ownership of the Bonds by any Bondholder, the amount and issue numbers of such Bonds, and the date of ownership shall be proved by the Bond Register.

Section 8.2. Call of Meetings of Bondholders.

The Agency, at the direction of the Consolidated Government, or the owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding may at any time call a meeting of the Bondholders for any one or more of the following purposes:

(a) to consent to, approve, request, or direct any action required to be consented to or approved by the Bondholders under the Bond Resolution or which they may request or direct under the Bond Resolution to be taken;

(b) to give any notices to the Agency or the Consolidated Government;

(c) to take any other action that the Bondholders may take under the Bond Resolution; and

(d) for any other purpose concerning the payment, security, or enforcement of the Bonds.

Any such meeting shall be held at such place in the City of Augusta, Georgia or in the City of New York, New York, as may be specified in the notice calling such meeting. Written notice of such meeting, stating the place and time of the meeting and in general terms the business to be conducted, shall be mailed by the Agency, at the direction of the Consolidated Government, or the Bondholders calling such meeting, to the Bondholders at their addresses then appearing upon the Bond Register not less than 30 days nor more than 60 days before such meeting; provided, however, that the mailing of such notice shall in no case be a condition precedent to the validity of any action taken at any such meeting. Any meeting of Bondholders shall, however, be valid without notice if the Bondholders are present in person or by proxy or if notice is waived before or within 30 days after the meeting by the Bondholders not so present.

Section 8.3. Proxies and Proof of Ownership of Bonds.

Attendance and voting by Bondholders at such meetings may be in person or by proxy. The Bondholders may, by an instrument in writing, appoint any person or persons, with full power of substitution, as their proxy to vote at any meeting for them. The right of a proxy for a Bondholder to attend a meeting and act and vote may be proved (subject to the right of the Agency to require additional proof) by a written instrument executed by such Bondholder.

Any registered owner of Bonds shall be entitled in person or by proxy to attend and vote at such meeting without producing the Bonds registered in such Bondholder's name; provided, however, that such persons and their proxies shall, if required, produce such proof of personal identity as shall be satisfactory to the Secretary of the meeting. All other persons seeking to attend or vote at such meeting must produce the Bonds claimed to be owned or represented at such meeting.

The vote of any Bondholder shall be binding upon such Bondholder and upon every subsequent owner of such Bond (whether or not such subsequent Bondholder has notice thereof).

Section 8.4. Appointment of Officers at Meeting of Bondholders.

A Chair and a Secretary of any meeting of the Bondholders shall be elected by the owners of a majority in aggregate principal amount of the Bonds then Outstanding represented at such meeting in person or by proxy. The Chair shall appoint two (2) inspectors of votes who shall count all votes cast at such meeting, except votes on the election of Chair and Secretary, and who shall make and file with the Secretary and with the Agency their verified report of all such votes cast at the meeting.

Section 8.5. Quorum at Meetings of Bondholders.

The owners of an amount not less than the principal amount of the Bonds then Outstanding that is required for any action to be taken at such meeting must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business.

ARTICLE IX

SUPPLEMENTAL RESOLUTIONS

Section 9.1. Supplemental Resolutions Not Requiring Consent of Bondholders.

The Agency, from time to time and at any time, subject to the conditions and restrictions in the Bond Resolution, may adopt one or more resolutions, which thereafter shall form a part of the Bond Resolution, for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the Agency in the Bond Resolution other covenants and agreements thereafter to be observed or to surrender, restrict, or limit any right or power reserved in the Bond Resolution to or conferred upon the Agency (including but not limited to the right to issue Additional Bonds);

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting, or supplementing any defective provision contained in the Bond Resolution, or in regard to matters or questions arising under the Bond Resolution, as the Agency may deem necessary or desirable and not inconsistent with the Bond Resolution and which shall not have a material adverse effect on the interests of the Bondholders;

(c) to provide for the issuance of Additional Bonds, in accordance with the provisions of the Bond Resolution;

(d) to grant to or confer any additional rights, remedies, powers, or authorities that may be lawfully granted to or conferred upon the owners of the Bonds;

(e) to subject to the lien and pledge of the Bond Resolution additional revenues, receipts, properties, or other collateral;

(f) to evidence the appointment of successors to the Project Fund Depository, the Sinking Fund Custodian, the Paying Agent, or the Bond Registrar;

(g) to modify, amend, or supplement the Bond Resolution or any proceedings supplemental to the Bond Resolution in such manner as to permit the qualification of the Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect, and similarly to add to the Bond Resolution, or to any proceedings supplemental to the Bond Resolution, such other terms, conditions, and provisions as may be permitted or required by the Trust Indenture Act of 1939 or any similar federal statute;

(h) to make any modification or amendment of the Bond Resolution, not adverse to the interests of the Bondholders, required in order to make the Bonds eligible for acceptance by DTC or any similar holding institution or to permit the issuance of the Bonds or interests therein in book-entry or certificated form; or

(i) to make changes and modifications, and to add such provisions, as shall be necessary to obtain or maintain an investment grade rating for the Bonds.

Any Supplemental Resolution authorized by the provisions of this Section may be adopted by the Agency without the consent of or notice to any of the owners of the Bonds at the time Outstanding, notwithstanding any of the provisions of Section 9.2 hereof.

Section 9.2. Supplemental Resolutions Requiring Consent of Bondholders.

Exclusive of Supplemental Resolutions authorized by Section 9.1 hereof, with the consent (evidenced as provided in Article VIII and this Article) of the Bondholders, the Agency may from time to time and at any time adopt a Supplemental Resolution for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Bond Resolution; provided, however, that no such Supplemental Resolution shall: (a) extend the maturity date of any Bond or the due date of any mandatory sinking fund redemption with respect to any Bond, (b) reduce or extend the time of payment of the principal of, redemption premium, or interest on any Bond, (c) reduce any premium payable upon the redemption of any Bond or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date, (d) give to any Bond or Bonds a preference over any other Bond or Bonds, (e) reduce the percentage of owners of the Bonds required to approve any such Supplemental Resolution, or (f) deprive the owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the Pledged Revenues, in each case without the consent of the owners of all the Bonds then Outstanding.

Section 9.3. Notice.

After any Supplemental Resolution requiring the consent of the Bondholders shall have been adopted, the Agency shall cause a notice of the adoption of such Supplemental Resolution to be mailed, postage prepaid, to all registered owners of Bonds appearing on the Bond Register, and a copy of such Supplemental Resolution shall be mailed, postage prepaid, to the designated representatives of the original purchasers of any Bonds and to the Consolidated Government.

Section 9.4. Required Approval.

No Supplemental Resolution requiring the consent of the Bondholders shall become effective unless the owners of at least sixty-five percent (65%) of the aggregate principal amount of the Bonds then Outstanding shall have filed with the Agency within three months after the date of adoption of such Supplemental Resolution properly executed instruments approving the adoption of such Supplemental Resolution, each such Bondholder instrument to be accompanied by proof of ownership of the Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 8.1 hereof.

Section 9.5. Legal Action.

(a) Any action or proceeding in any court objecting to such Supplemental Resolution or to any of the terms and provisions therein contained or the operation thereof, or in any manner questioning the propriety of the adoption thereof or the execution by any Bondholder of any instrument purporting to approve the adoption of such Supplemental Resolution, or to enjoin or restrain the Agency from taking any action pursuant to the provisions thereof, must be commenced within thirty (30) days after the Agency shall have determined that the adoption of such Supplemental Resolution has been duly approved.

(b) Upon the expiration of such thirty (30) day period, or, if any such action or proceedings shall be commenced, upon any judgment or decree sustaining such Supplemental Resolution becoming final, the Bond Resolution shall be, and be deemed to be, modified and amended in accordance with such Supplemental Resolution, and the respective rights, duties, and obligations under the Bond Resolution shall thereafter be determined, exercised, and enforced hereunder, subject, in all respects, to such modifications and amendments.

Section 9.6. Incorporation.

Any Supplemental Resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of the Bond Resolution and all conditions of the Bond Resolution for any and all purposes, and shall be effective as to all owners of Bonds, and no notation or legend of such modifications and amendments shall be required to be made thereon.

ARTICLE X

AMENDMENT OF AGREEMENT

Section 10.1. Amendments to Agreement Not Requiring Consent of Bondholders.

The Consolidated Government and the Agency, from time to time and at any time, subject to the conditions and restrictions in the Bond Resolution, may amend, change, or modify the Agreement as may.be required:

(a) by the provisions of the Agreement;

(b) to cure any ambiguity, or cure, correct, or supplement any defective provision contained in the Agreement, or in regard to matters or questions arising under the Agreement, as the Agency may deem necessary or desirable and not inconsistent with the Bond Resolution and which shall not have a material adverse effect on the interests of the Bondholders;

(c) to make such changes and modifications, and to add such provisions, as shall be necessary to obtain or maintain an investment grade rating for the Bonds; or

(d) to conform the Agreement to any changes made to the Bond Resolution by a Supplemental Resolution permitted by Section 9.1 hereof.

Section 10.2. Amendments to Agreement Requiring Consent of Bondholders.

Except for the amendments, modifications, or changes provided in Section 10.1, neither the Agency nor the Consolidated Government shall amend, change, or modify the Agreement unless the owners of at least sixty-five percent (65%) of the aggregate principal amount of the Bonds then Outstanding shall have filed with the Agency and the Consolidated Government within three months after the date of adoption of resolutions approving such amendment, change, or modification properly executed instruments approving the execution of such amendment, change, or modification, each such Bondholder instrument to be accompanied by proof of ownership of Bonds to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 8.1 hereof; provided, however, nothing contained in this Article shall permit, or be construed as permitting, any amendment, change, or modification of the Consolidated Government's unconditional obligation to make the payments required under the Agreement to the Agency, without the consent of every owner of Bonds affected thereby.

ARTICLE XI

DEFEASANCE

Section 11.1. Provision for Payment.

Bonds for the payment or redemption of which sufficient monies or sufficient Government Obligations shall have been deposited with or for the account of the Paying Agent (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid and no longer Outstanding under the Bond Resolution; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in Article III or firm and irrevocable arrangements shall have been made for the giving thereof. Government Obligations shall be considered sufficient for purposes of this Article only (a) if such Government Obligations are not callable by the issuer of the Government Obligations prior to their stated maturity and (b) if such Government Obligations fall due and bear interest in such amounts and at such times as will assure sufficient cash (whether or not such Government Obligations are redeemed by the Agency pursuant to any right of redemption) to pay currently maturing interest and to pay principal of and redemption premiums, if any, on the Bonds when due.

The Agency may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered under the Bond Resolution that the Agency may have acquired in any manner whatsoever. All such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE XII

SALE OF SERIES 2025 BOND AND APPLICATION OF PROCEEDS

Section 12.1. Sale of Series 2025 Bond.

The Agency shall be, and hereby is, authorized to enter into the Bond Purchase Agreement with the Consolidated Government and the Purchaser, providing for the sale of the Series 2025 Bond to the Purchaser at a purchase price equal to $_____. The form, terms, and conditions and the execution, delivery, and performance of the Bond Purchase Agreement, which has been filed with the Agency, are hereby approved and authorized. The Bond Purchase Agreement shall be in substantially the form submitted to the Governing Body of the Agency with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chair of the Agency, whose approval thereof shall be conclusively evidenced by the execution of each such instrument. The Chair of the Agency is hereby authorized and directed to execute on behalf of the Agency the Bond Purchase Agreement, and the Secretary of the Agency is hereby authorized and directed to affix thereto and attest the seal of the Agency, upon proper execution and delivery by the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the Agency be required as a prerequisite to the effectiveness thereof, and the Chair and Secretary of Agency are authorized and directed to deliver such contract on behalf of the Agency.

Section 12.2. Application of Series 2025 Bond Proceeds.

The Agency shall apply the proceeds from the sale of the Series 2025 Bond simultaneously with the issuance and delivery of the Series 2025 Bond as follows:

(a) $_____ of the proceeds of the Series 2025 Bond, or such other amount of the proceeds as may be necessary, [**together with $_____ paid by the Consolidated Government toward the payment of the Series 2020 Bond]**, shall be paid to the holder of the Series 2020 Bond as payment in full of the Series 2020 Bond on October 1, 2025.

(b) The balance of the proceeds from the sale of the Series 2025 Bond shall be applied toward the costs of issuing the Series 2025 Bond.

ARTICLE XIII

PROJECT FUND

Section 13.1. Project Fund.

The Agency shall establish within the Project Fund a separate account for each series of Bonds. Monies in the Project Fund shall be held by the Project Fund Depository and applied to the payment of costs in accordance with and subject to the provisions and restrictions set forth in this Article and in the related Series Resolution. The Agency will not cause or permit to be paid from the Project Fund any sums except in accordance with such provisions and restrictions; provided, however, that any monies in the Project Fund not needed for the payment of current obligations during the course of construction may be invested in Permitted Investments maturing not later than (a) the date upon which such monies will be needed according to a schedule of anticipated payments from the Project Fund filed with the Project Fund Depository by the Consolidated Government, as modified from time to time by supplemental filings made by the Consolidated Government, or (b) in the absence of such schedule, 24 months from the date of purchase, in either case upon written direction of the Consolidated Government. Any such investments shall be held by the Project Fund Depository, in trust, for the account of the Project Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited by the Project Fund Depository in the Project Fund and shall be disposed of in the manner and for the purposes provided in the Bond Resolution and in the related Series Resolution.

Section 13.2. Purposes of Payments.

Monies in the Project Fund shall be used for the purposes specified in Section 4.03 of the Agreement.

Section 13.3. Disbursements.

All disbursements from the Project Fund shall be made as provided in Section 4.04 of the Agreement.

Withdrawals for investment purposes only may be made by the Project Fund Depository to comply with written directions from the Authorized Consolidated Government Representative without any requisition other than such direction.

Section 13.4. Retention of Payment Documents.

All requisitions and certificates required by this Article shall be retained for at least five years by the Project Fund Depository subject at all times to inspection by any official of the Agency or the Consolidated Government and the Bondholders.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.1. Severability.

In case any one or more of the provisions of the Bond Resolution, or the Bonds issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of the Bond Resolution or the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 14.2. Authorization of Agreement.

The forms, terms, and conditions and the execution, delivery, and performance of the Agreement, which has been filed with the Agency, are hereby approved and authorized. The Agreement shall be in substantially the forms submitted to the Governing Body of the Agency with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chair of the Agency, whose approval thereof shall be conclusively evidenced by the execution of each such instrument. The Chair of the Agency is hereby authorized and directed to execute on behalf of the Agency the Agreement, and the Secretary of the Agency is hereby authorized and directed to affix thereto and attest the seal of the Agency, upon proper execution and delivery by the other party thereto, provided, that in no event shall any such attestation or affixation of the seal of the Agency be required as a prerequisite to the effectiveness thereof, and the Chair and Secretary are authorized and directed to deliver such contracts on behalf of the Agency and to execute and deliver all such other instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of any series of Bonds and the carrying out of the transactions authorized by the Bond Resolution or contemplated by the contract referred to in this Section 14.2.

Section 14.3. Agreement with Bondholders.

The provisions of the Bond Resolution shall constitute a contract by and between the Agency and the owners of the Bonds, and after the issuance of the Bonds the Bond Resolution shall not be repealed or amended in any respect that will adversely affect the rights and interests of the owners of the Bonds, nor shall the Agency pass any proceedings in any way adversely affecting the rights of such owners, so long as any of the Bonds authorized by the Bond Resolution, or the interest thereon, shall remain unpaid; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto by Supplemental Resolutions to the extent and in the manner as provided in the Bond Resolution.

Section 14.4. Validation.

The Series 2025 Bond herein authorized shall be validated in the manner provided by law, and to that end notice of the adoption of this Master Bond Resolution and a copy hereof shall be served upon the District Attorney of the Richmond Judicial Circuit, in order that proceedings for the above purpose may be instituted in the Superior Court of Richmond County.

Section 14.5. Repealer.

Any and all resolutions or parts of resolutions, if any, in conflict with this Master Bond Resolution this day adopted be and the same are hereby repealed, and this Master Bond Resolution shall be in full force and effect from and after its adoption.

Section 14.6. Payments Due on Saturdays, Sundays, etc.

Whenever a date upon which a payment is to be made under the Bond Resolution falls on a Saturday, Sunday, a legal holiday, or any other day on which banking institutions are authorized to be closed in the state in which the payment is to be made, such payment may be made on the next succeeding secular day without interest for the intervening period.

Section 14.7. Effective Date.

This Master Bond Resolution shall take effect immediately upon its adoption.

Section 14.8. Applicable Provisions of Law.

The Bond Resolution shall be governed by and construed and enforced in accordance with the laws of the State.

Section 14.9. No Individual Responsibility of Officers of Agency.

No stipulations, obligations, or agreements of any official of the Agency shall be deemed to be stipulations, obligations, or agreements of any such official in his or her individual capacity.

Section 14.10. Actions by Other Officers.

The Vice Chair of the Agency may take any action, or execute and deliver any document, agreement, or other writing, which the Chair of the Agency is authorized to execute and deliver pursuant to the Bond Resolution. An Assistant Secretary may attest any execution of any document, agreement, or writing by the Chair or the Vice Chair of the Agency, in the same manner as the Secretary would be authorized to attest any such execution.

Section 14.11. General Authorization.

From and after the date of adoption of this Master Bond Resolution, the officials, employees, and agents of the Agency are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, certificates, and other instruments as may be required in connection with the execution, delivery, and sale of the Series 2025 Bond and the execution, delivery, and performance of the Agreement and the transactions contemplated on the part of the Agency by this Master Bond Resolution. The Chair or Vice Chair and Secretary or Assistant Secretary of the Agency are hereby authorized and directed to prepare and furnish to the purchasers of the Series 2025 Bond, when the Series 2025 Bond is issued, certified copies of all proceedings and records of the Agency relating to the Series 2025 Bond or to this Master Bond Resolution, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2025 Bond as such facts appear from the books and

records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the Agency as to the truth of all statements contained therein.

Section 14.12. Waiver of Bond Audit.

The Agency hereby approves the publication of the requisite legal notice waiving the performance audit and performance review requirements of Section 36-82-100 of the Official Code of Georgia Annotated.

Adopted this 19th day of August, 2025.

URBAN REDEVELOPMENT AGENCY OF AUGUSTA

(SEAL)

By:_____
Chair

Attest:

_____
Secretary

EXHIBIT A

FORM OF INTERGOVERNMENTAL SERVICE AGREEMENT

[Attached]

SECRETARY'S CERTIFICATE

I, _____, the duly appointed, qualified, and acting Secretary of the Urban Redevelopment Agency of Augusta (the "Agency"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the revenue bond designated "Urban Redevelopment Agency of Augusta Revenue Bond (Laney-Walker and Bethlehem Project), Federally Taxable Series 2025" constitute a true and correct copy of the Master Bond Resolution adopted on August 19, 2025 by the commissioners of the Agency in a meeting duly called and assembled, after due and reasonable notice was given in accordance with the procedures of the Agency and with applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Master Bond Resolution appears of public record in the Minute Book of the Agency, which is in my custody and control.

I further certify that such Master Bond Resolution has not been rescinded, repealed, or modified.

GIVEN under my hand and seal of the Urban Redevelopment Agency of Augusta this 19th day of August 2025.

_____
Secretary, Urban Redevelopment Agency of Augusta

(SEAL)

Finance Committee Meeting

Meeting Date: August 12, 2025

Hotel/Motel Tax – Ordinance Adoption

Department: Administrator's Office

Presenter: Tameka Allen, Administrator

Caption: Motion to approve an ordinance amending the Excise Tax for Hotel, Motel and Rentals of Augusta-Richmond County and to waive the second reading.

Background: Augusta currently has a 6 percent tax on charges for hotel, motel, and rental stays. On January 13, 2025, the Augusta Commission approved a resolution requesting the General Assembly to authorize Augusta to increase this hotel/motel tax to 8 percent. The "Garden City Charm and Tourism Act" (HB498) was approved by the General Assembly during the 2025 session and signed into law by Governor Kemp.

Analysis: The final step to implement the new tax rate is to adopt an ordinance amending Augusta's Excise Tax for Hotel, Motel and Rentals. Per the terms of the January 13 resolution and HB498, proceeds of the 8 percent tax will be allocated as follows:

- 43.75% of collections will be expended for promoting tourism, conventions, and trade shows through the Augusta Convention and Visitors Bureau, Inc. (Destination Augusta).
- 43.75% of collections will be expended for tourism product development through the Augusta-Richmond County Coliseum Authority.
- 12.5% of collections will be available for allocation by the Commission during the annual budget process.

An updated operating agreement with Destination Augusta will also be needed to implement this change and is being presented as a companion item.

Financial Impact: Based on 2024 collections, the estimated increase to the allocations for Destination Augusta and the Coliseum Authority is approximately $680,000 each. The new funding available for Augusta is estimated to be approximately $1,320,000.

Alternatives: Do not adopt the amended ordinance and maintain the current 6 percent tax.

Recommendation: To approve an ordinance amending the Excise Tax for Hotel, Motel and Rentals of Augusta-Richmond County and to waive the second reading.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY:

A RESOLUTION OF THE AUGUSTA-RICHMOND COUNTY COMMISSION REQUESTING THAT THE GEORGIA GENERAL ASSEMBLY ADOPT LOCAL LEGISLATION AUTHORIZING AUGUSTA, GEORGIA TO ADOPT THE HOTEL/MOTEL EXCISE TAX UNDER O.C.G.A. 48-13- 51(b); TO AUTHORIZE THE MAYOR AND CLERK OF COMMISSION TO EXECUTE ALL NECESSARY ACTS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Augusta-Richmond County Commission (the "Commission") is the governing authority of Augusta, Georgia (the "Consolidated Government"), a political subdivision and a consolidated city-county government created and existing under the laws of the State of Georgia, and is charged with the duties of levying taxes, contracting debts, and managing the affairs of the Consolidated Government; and

WHEREAS, the Consolidated Government constitutes a "qualified consolidated government" within the meaning of O.C.G.A. Section 48-8-145(3) because the Consolidated Government was created on January 1, 1996 pursuant to Acts of the General Assembly of the State of Georgia that authorized the consolidation of the municipal corporation known as "The City Council of Augusta" and the political subdivision known as "Richmond County, Georgia" with geographic boundaries covering all of what was formerly Richmond County, and within such geographic boundaries in which the Consolidated Government now exists there exists two incorporated municipalities, namely the City of Blythe, Georgia and the City of Hephzibah; and

WHEREAS, the geographic boundaries of the Consolidated Government is coterminous with that of the special district of Richmond County created by O.C.G.A. Section 48-13.50.1 (the "Special District") in which a six percent (6%) excise tax on charges to the public for rooms, lodgings, and accommodations under Article 3, of Chapter 13 of Title 48 of the Official Code of Georgia Annotated is currently being levied; and,

WHEREAS, the Georgia General Assembly adopted legislation enabling counties and municipalities to levy hotel/motel taxes up to eight percent (8%), subject to approval of the General Assembly and subject to spending restrictions identified in O.C.G.A. 48-13-51(a)(3) and O.C.G.A. 48-13- 51(b); and,

WHEREAS, the Consolidated Government desires to levy a hotel/motel excise tax of eight percent (8%); and,

WHEREAS, The Consolidated Government desires to stimulate economic growth in Augusta and the surrounding area by developing and promoting the benefits and advantages of Augusta for conventions, business meetings, trade shows, festivals, film and digital entertainment industry, sporting events, family reunions, large and small gatherings, leisure visitors, and tourism related activities; and

WHEREAS, O.C.G.A. 48-13-51(b) provides that counties wishing to increase such tax must adopt a resolution which specifies the subsequent tax rate, identifies the projects for tourism product development purposes, and specifies the allocation of proceeds.

NOW, THEREFORE, BE IT RESOLVED that the Augusta-Richmond County Commission hereby requests that the Legislative Delegation for the Consolidated Government sponsor and introduce a local legislative act before the Georgia General Assembly authorizing the Consolidated Government to adopt a hotel-motel excise tax of up to eight percent (8%) as authorized pursuant to O.C.G.A. 48-13-51(b);

BE IT FURTHER RESOLVED that the Consolidated Government intends to use the proceeds of such tax for any legal purposes, to include specifically, but not necessarily limited to, promoting tourism, conventions, and trade shows by a qualified destination marketing organization designated by the Consolidated Government, and as defined by O.C.G.A 48-13-50.2(1), for such purpose;

BE IT FURTHER RESOLVED that an amount equal to 43.75 percent (43.75%) of the total amount of taxes collected at the rate of 8 percent shall be expended for promoting tourism, conventions and trade shows by a private sector nonprofit registered 501(c)(6) organization designated as the destination marketing organization for the Consolidated Government as defined by O.C.G.A. 48-13-50.2(1), and in accordance with O.C.G.A. 48-13-51(b)(5)(A) and 48-13-51(b)(6);

BE IT FURTHER RESOLVED that an amount equal to 43.75 percent (43.75%) of the total amount of taxes collected at the rate of 8 percent shall be expended for tourism product development, as defined in O.C.G.A. 48-13-50.2(6), and in accordance with O.C.G.A. 48-13-51(b)(5)(B) and 48-13-51(b)(6), through the Augusta-Richmond County Coliseum Authority; and

BE IT FURTHER RESOLVED that all other taxes collected at the rate of 8 percent shall be expended in accordance with O.C.G.A. 48-13-51(b)(5)(B) and 48-13-51(b)(6); and

BE IT FURTHER RESOLVED THAT any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. The new hotel/motel tax rate and allocations outlined in this resolution shall be effective July 1, 2025.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 13th day of January, 2025.

AUGUSTA, GEORGIA

By: _____
Mayor

Attest: _____
Clerk of Commission

(Seal)

AN ORDINANCE TO AMEND THE EXCISE TAX FOR HOTEL, MOTEL AND RENTALS OF AUGUSTA-RICHMOND COUNTY; TO REPEAL ALL CODE SECTIONS AND ORDINANCES AND PARTS OF CODE SECTIONS AND ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE AND OTHER PURPOSES.

BE IT ORDAINED by the Augusta-Richmond County Commission, and it is hereby ordained by authority of same, as follows:

Section 1. Title 2 (Finance and Taxation), Chapter 2, Article 4, Division 1, Section 2-2-27 is hereby repealed in its entirety and replaced with the following language so that Section 2-2-27 shall read as follows:

> Section 2-2-27. Levied; amount. There is hereby levied and imposed an excise tax at the rate of eight (8) percent of the charge to the public for and upon the furnishing for value to the public of any room or rooms, lodging or accommodations furnished by any person or legal entity within Augusta-Richmond County operating a hotel, motel, inn, lodge, tourist camp, tourist cabin or other place in which rooms, lodging or accommodations are regularly furnished for value. Such tax shall not include the sale or charges for any rooms, lodgings or accommodations furnished for a period of more than thirty (30) consecutive days, or for the use of meeting rooms.

Section 2. Title 2 (Finance and Taxation), Chapter 2, Article 4, Division 1, Section 2-2-32 is hereby repealed in its entirety and replaced with the following language so that Section 2-2-32 shall read as follows:

Section 2-2-32. Distribution of proceeds.

(a) An amount equal to 50 percent of the total amount of taxes collected that exceeds the amount of taxes that would be collected at the rate of 5 percent shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by Augusta-Richmond County, which is authorized to administer tourism funds as specified in paragraph (2) of subsection (e) of Code Section 48-13-51 of the Official Code of Georgia Annotated.

(b) An amount equal to 50 percent of the total amount of taxes collected that exceeds the amount of taxes that would be collected at the rate of 5 percent is hereby appropriated to the Augusta-Richmond County Coliseum Authority for tourism product development.

(c) An amount equal to 25 percent of the total amount of taxes collected shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by Augusta-Richmond County which is authorized to administer tourism funds as specified in paragraph (2) of subsection (e) of Code Section 48-13-51 of the Official Code of Georgia Annotated.

(d) An amount equal to 25 percent of the total amount of taxes collected is hereby appropriated to the Augusta-Richmond County Coliseum Authority for tourism product development.

(e) The remaining taxes collected shall be expended as provided in O.C.G.A. 48-13-51(b)(5)(B) and 48-13-51(b)(6).

Section 3. This ordinance shall become effective October 1, 2025.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby appealed.

Section 5. The numbering, heading and titles are not part of the legislative text and are for identification and organization purposes only, and the Clerk of Commission shall authority to make such changes to those elements as is necessary for harmony with the Code.

PASSED, ADOPTED, SIGNED, APPROVED AND EFFECTIVE this ___ day of _____, 2025.

Augusta, Georgia

By: _____
Garnett L. Johnson
Mayor

Attest:

_____
Clerk of Commission

Seal

State of Georgia
County of Richmond

FIRST READING _____
SECOND READING _____

Finance Committee Meeting

Meeting Date: August 12, 2025

Hotel/Motel Tax - Destination Augusta Amended Agreement

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Motion to approve the Amended and Restated Professional Services Agreement with the Augusta Convention and Visitors Bureau, Inc. (Destination Augusta).
Background:	Augusta currently has a 6 percent tax on charges for hotel, motel, and rental stays. On January 13, 2025, the Augusta Commission approved a resolution requesting the General Assembly to authorize Augusta to increase this hotel/motel tax to 8 percent. The "Garden City Charm and Tourism Act" (HB498) was approved by the General Assembly during the 2025 session and signed into law by Governor Kemp.
Analysis:	This item is a companion to the proposed ordinance amendment to implement the 8 percent tax rate. Per the terms of the January 13 resolution and HB498, 43.75 rate of tax collections will be expended for promoting tourism, conventions, and trade shows through the Augusta Convention and Visitors Bureau, Inc. (Destination Augusta). The proposed agreement updates the existing agreement to reflect the new tax rate and the programmatic restrictions of the 8 percent tax. Under O.C.G.A. 48-13-50, the current Tourism Grant Program is not an eligible use of the 8 percent funds. Destination Augusta has committed to developing alternative programs and marketing resources to continue support for local arts and cultural organizations.
Financial Impact:	Based on 2024 collections, the estimated increase to the allocation Destination Augusta is approximately $680,000 per year.
Alternatives:	Do not amend the agreement.
Recommendation:	To approve the Amended and Restated Professional Services Agreement with the Augusta Convention and Visitors Bureau, Inc. (Destination Augusta).
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY:

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into effective October 1, 2025 by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia ("AUGUSTA") and the AUGUSTA CONVENTION AND VISITORS BUREAU, INC., a Georgia nonprofit corporation, also known as DESTINATION AUGUSTA ("CVB"). AUGUSTA and the CVB may be referred to herein collectively as the "Parties" and each a "Party."

WHEREAS, AUGUSTA desires to stimulate economic growth in AUGUSTA and the surrounding area by developing and promoting the benefits and advantages of AUGUSTA for tourism, conventions, business meetings, trade shows, festivals, film and digital entertainment industry, sporting events, family reunions, large and small gatherings, leisure visitors, and tourism-related activities (the "Services");

WHEREAS, the CVB is the destination marketing organization as defined in O.C.G.A. § 48-13-50.2(1) for AUGUSTA and is exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code of 1986;

WHEREAS, pursuant to the provisions of O.C.G.A. § 48-13-50 *et seq*. (the "Act"), the Georgia General Assembly has authorized AUGUSTA to levy an excise tax at a rate not to exceed eight percent (8%) of the charge for the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, AUGUSTA for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly or periodically furnished for value in Augusta-Richmond County, Georgia (the "Hotel-Motel Tax");

WHEREAS, AUGUSTA has authorized the levy of the said Hotel-Motel Tax pursuant to Title 2, Chapter 2, Article 4, Division 1, Section 2-2-27 *et seq*. of the Code of Ordinances of AUGUSTA effective October 1, 2025 (the "HMT Ordinance");

WHEREAS, the CVB has been providing the Services for AUGUSTA pursuant to that certain Amended and Restated Professional Services Agreement dated January 8, 2019 (the "2019 Contract");

WHEREAS, it is the intention of AUGUSTA to distribute and expend proceeds from the Hotel-Motel Tax to the CVB pursuant to and in accordance with the Act, the applicable act of the Georgia General Assembly, and the HMT Ordinance;

WHEREAS, the Parties wish and intend that the CVB continue to be designated the exclusive provider of the Services for the benefit of AUGUSTA on the terms and conditions set forth herein; and

WHEREAS, the Parties wish and intend by this Agreement to amend and restate their agreement regarding the CVB's provision of the Services, the distribution and expenditure of funds from AUGUSTA to the CVB for same, and related matters as set forth herein in order to promote their mutual interests;

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Parties from their mutual observance of the covenants contained herein, the 2019 Contract is hereby amended and restated, and the Parties hereby agree, as follows:

SECTION 1: TERM OF AGREEMENT.

(a) Initial Term. The initial term of this Agreement shall commence upon imposition by AUGUSTA of the Hotel-Motel Tax as defined above (regardless of the date of the execution of this Agreement) and, subject to the provisions of Section 6 of this Agreement below, shall terminate absolutely and without further obligation on the part of AUGUSTA on December 31, 2025 (the "Initial Term") unless otherwise renewed as hereinafter provided.

(b) Renewal. Subject to the provisions of Section 6 below, upon the expiration of the Initial Term, this Agreement shall automatically renew for a one-year period effective January 1, 2026 and on January 1 of each year thereafter for up to fourteen (14) additional 1-year terms (each an "Additional Term"). The terms and conditions of this Agreement applicable to the Initial Term shall apply to each Additional Term until and unless the Agreement is terminated pursuant to the provisions of Section 6 below or otherwise amended pursuant to the provisions set forth below.

(c) Aggregate Term. The aggregate term of this Agreement includes the Initial Term and any Additional Term (the "Term").

SECTION 2: SCOPE OF SERVICES. During the Term of this Agreement, the CVB, as the official destination marketing organization for AUGUSTA as described above, shall be the exclusive provider of the Services to AUGUSTA, and in connection therewith shall provide the following services for AUGUSTA:

(a) Development and implementation of comprehensive marketing programs to advertise, promote, and publicize the Augusta Convention Center and AUGUSTA as a destination for conventions, trade shows, conferences, meetings, film and digital entertainment production, sporting and other events in AUGUSTA, and for visitation and activities in a manner that results in a positive economic impact to AUGUSTA.

(b) Development and implementation of a marketing program directed to decision-makers and individual travelers to promote additional business and leisure travel to AUGUSTA through emphasis on the products and attractions AUGUSTA offers.

(c) Participation in activities related to the branding of AUGUSTA for the purpose of local, national, and international identity, and coordination of such activities with AUGUSTA.

(d) Staffing and operation of AUGUSTA's official visitor information center and maintenance therein of exhibits pertaining to AUGUSTA's rich history and culture.

(e) Development, creation, and distribution of visitor information literature in appropriate quantities and at specific locations, including but not limited to State of Georgia welcome centers, regional visitor information centers, places of public accommodation, and AUGUSTA's official visitor information center.

(f) Development and maintenance of a visitor information website and other digital platforms which promote the benefits of AUGUSTA.

(g) Membership and/or participation (as applicable) in appropriate tourism-related associations and convention associations for and on behalf of AUGUSTA.

(h) Coordination with appropriate AUGUSTA departments, local hotels, restaurants, and entertainment facilities to provide services to associations, organizations, or

groups convening or holding meetings in AUGUSTA with the goal of providing positive experiences and future return visits to AUGUSTA.

(i) Operation as the official Film Commission for AUGUSTA to include marketing, promotion, and support for film production, digital entertainment, and related endeavors.

(j) Performance of all other duties and services provided for elsewhere in this Agreement and such further duties as the Parties may from time to time agree.

SECTION 3: PAYMENT AND USE OF FUNDS. As consideration for the services rendered by the CVB under this Agreement, AUGUSTA shall pay to the CVB the following amounts subject to the following terms and conditions:

(a) Hotel-Motel Tax Proceeds. An amount equal to 43.75 percent (43.75%) of the total revenue collected by AUGUSTA from the Hotel-Motel Tax (the "CVB HMT Allocation").

(i) Payment. Payment of the CVB HMT Allocation shall be made by AUGUSTA to the CVB monthly, within thirty (30) days after the end of each month in which Hotel-Motel Tax proceeds are collected by AUGUSTA.

(ii) Statements. AUGUSTA shall furnish a statement each month to the CVB showing the total revenue collected by AUGUSTA from the Hotel-Motel Tax for the prior month and the cumulative revenue collected by AUGUSTA from the Hotel-Motel Tax for the applicable year to date. The CVB shall provide to AUGUSTA a budget plan for expenditures to be made by the CVB from the CVB HMT Allocation in accordance with the provisions of the Act, O.C.G.A. § 48-13-51(e)(1). The CVB shall provide to AUGUSTA audit verification that the CVB has made use of the funds from the CVB HMT Allocation in conformity with the requirements of the Act, O.C.G.A. § 48-13-51(f). The CVB's obligations hereunder shall be in addition to those set forth in Section 4 of this Agreement below.

(iii) Use of Funds. The CVB shall expend the funds received from the CVB HMT Allocation for promoting tourism, conventions, and trade shows in accordance with the Act, the applicable act of the Georgia General Assembly, and the HMT Ordinance. Under the applicable provisions of the Act, O.C.G.A. § 43-13-50.2(4), the term "promoting tourism, conventions, and trade shows" means planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows.

In the performance of services and use of Hotel-Motel Tax funds therefor under this Agreement, the CVB is authorized and encouraged by AUGUSTA to engage and utilize services provided by other local organizations to supplement and enhance the benefit of this Agreement for AUGUSTA, including but not limited to supplemental services for the promotion of sporting events and sports-related tourism, conventions, and trade shows.

(b) Mixed Drink Excise Tax Proceeds. An amount equal to 17 percent (17%) of the total revenue collected by AUGUSTA from (i) the excise tax on liquors, wines, and malt beverages under Title 6, Chapter 2, Article 3, Section 6-2-101 of the Code of Ordinances of AUGUSTA, as the same may be amended from time to time, and (ii) the excise tax on alcoholic beverages under Title 6, Chapter 2, Article 3, Section 6-2-117 of the Code of Ordinances of AUGUSTA, as the same may be amended from time to time (the "CVB MDT Allocation").

(i) Payment. Payment of the CVB MDT Allocation shall be made by AUGUSTA to the CVB monthly, within thirty (30) days after the end of each month for which the proceeds from the excise taxes described in this paragraph above are collected by AUGUSTA.

(ii) Statements. AUGUSTA shall furnish a statement each month to the CVB showing the total revenue collected by AUGUSTA from the excise taxes described in this paragraph above for the prior month and the cumulative revenue collected by AUGUSTA from the excise taxes described in this paragraph above for the applicable year to date.

(iii) Use of Funds. The CVB shall expend the funds received from the CVB MDT Allocation in accordance with its fiscal budget. The CVB will make a portion of the funds available to other local organizations for tourism product development in the CVB's discretion.

(c) Other Funds. Nothing in this Agreement shall prohibit or restrict the CVB from receiving other funds from third parties, including but not limited to contributions, in-kind donations, services from private sources, and contracts for tourism promotional services with other political subdivisions.

SECTION 4: REPORTING. The CVB shall furnish to AUGUSTA a quarterly report of its activities and financial condition for each calendar quarter during the Term of this Agreement to allow AUGUSTA to verify the proper use of payments made pursuant to this Agreement. Such reports shall be delivered to the Clerk of the Augusta Commission no later than thirty (30) days

following each calendar quarter to wit: on or before April 30, July 31, October 31, and January 31. The President/CEO of the CVB shall appear periodically as requested before the Augusta Commission to discuss the CVB and its programs.

SECTION 5: ACCOUNTING AND INSPECTION. The CVB agrees to (a) expend all funds received under this Agreement during each fiscal year in accordance with its fiscal budget; (b) operate and maintain an accounting system in accordance with professionally accepted accounting principles; (c) provide annual audited financial statements to AUGUSTA; and (d) permit the inspection of its books and records by authorized AUGUSTA officials.

SECTION 6: TERMINATION.

(a) Termination for Cause. If through any default of this Agreement either Party fails to fulfill in a timely manner any of its obligations under this Agreement and fails to cure such default within thirty (30) days of receipt of notice of default from the non-defaulting Party, the non-defaulting Party shall have the right to terminate this Agreement by giving written notice to the defaulting Party of such termination.

(b) Termination without Cause. Notwithstanding the provisions of paragraph (a) of this Section above, either Party may terminate this Agreement at any time without cause by giving at least six (6) months' prior written notice to the other Party.

SECTION 7: DISPUTE RESOLUTION. The Parties agree that prior to initiating litigation in a court of law, the Parties will in good faith try to resolve any dispute, claim, or controversy arising out of or relating to this Agreement by alternative dispute resolution (e.g., mediation and/or arbitration). Unless otherwise agreed by the Parties, the costs of participating in alternative dispute resolution will be borne equally by the Parties. Each Party shall bear its own costs and attorneys' fees for any dispute, claim, controversy, or lawsuit arising out of or relating to this Agreement.

SECTION 8: MISCELLANEOUS.

(a) Independent Contractor. The CVB is not a political subdivision, agency, or instrumentality of AUGUSTA or the State of Georgia, and the relationship of the CVB to AUGUSTA for purposes of this Agreement is that of an independent contractor. The CVB shall

have exclusive control of its operations hereunder and the persons or parties performing same for or on behalf of the CVB, and the CVB shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Neither the CVB nor its employees shall be considered employees of AUGUSTA for any purpose, nor shall the CVB or its employees be entitled to any employee or personnel benefits from AUGUSTA. The CVB shall be solely responsible for all matters relating to the payment of its employees, compliance with withholding taxes, and all other regulations governing such matters.

(b) Equal Opportunity and Non-Discrimination. The CVB shall not exclude any person from employment at the CVB on any grounds prohibited by state or federal law. Furthermore, the CVB agrees that no person shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the performance of his or her employment activities at the CVB on any ground prohibited by state or federal law.

(c) Insurance. During the Term of this Agreement, the CVB shall maintain at its expense comprehensive general liability and automobile insurance with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CVB shall maintain at its own expense workers' compensation insurance covering CVB employees in accordance with the provisions of the Georgia Workers' Compensation Act.

(d) Notice. Any notice, request, demand, statement, or consent required or permitted by this Agreement shall be deemed to have been completed if in writing and mailed by first-class, registered, or certified mail, postage prepaid, to the other Party at the respective address given hereinbelow.

To the CVB:
Bennish Brown, President/CEO
Destination Augusta
1010 Broad Street
Augusta, Georgia 30901

To AUGUSTA:
Administrator
535 Telfair Street
Suite 910
Augusta, Georgia 30901

(e) Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces any previous understandings, commitments, or agreements whether oral or written.

(f) Interpretation. Whenever the singular is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Days, unless otherwise specified, shall be calendar days.

(g) Severability. If any part of this Agreement is held to be invalid or unenforceable by any law, regulation, or court decision, such holding shall not affect the validity or enforceability of any other part of this Agreement.

(h) Amendment. This Agreement may be altered, amended, changed, or modified only in a writing signed by both Parties.

(i) Governing Law. This Agreement shall be governed in all respects, and shall be construed in accordance with, the laws of the State of Georgia without giving effect to its conflict-of-law principles. The Parties consent to jurisdiction and venue in Richmond County, Georgia.

(j) Approval Required. This Agreement is contingent upon and shall not become effective or binding until formally approved by the Augusta Commission and the Board of Directors of the CVB.

(k) Assignment. The rights and obligations of the CVB under this Agreement are applicable only to the CVB and may not be transferred or assigned, in whole or in part, without the prior written consent of AUGUSTA.

(l) Public Access – Open Meetings. The CVB shall provide reasonable public access to all CVB board and committee meetings in accordance with the Georgia Open Meetings Law and shall give notice of meetings in accordance with the Georgia Open Meetings Law as if the CVB were a governmental entity subject thereto.

(m) Public Access – Open Records. The CVB recognizes its obligations to continue to maintain open and public records as required by the Georgia Open Records Act subject to any exception enumerated therein.

(n) Time. Time is of the essence of this Agreement.

- Signatures Next Page -

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed by their duly authorized representatives effective as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	)	AUGUSTA, GEORGIA
	)	By: _____
	)	GARNETT L. JOHNSON
_____	)	Mayor
	)	
	)	Attest:
_____	)	
Notary Public	)	By: _____
	)	Name: _____
My Commission Expires: _____	)	Clerk of Commission

SIGNED, SEALED AND DELIVERED in the presence of:	)	AUGUSTA CONVENTION AND VISITORS BUREAU, INC.
	)	a/k/a DESTINATION AUGUSTA
	)	
_____	)	By: _____
	)	BENNISH BROWN
	)	As its President/CEO
_____	)	
Notary Public	)	Attest:
	)	
My Commission Expires: _____	)	By: _____
		Name: _____
		Title: _____

Finance Committee

August 12, 2025

Conduct a full audit

Department:	N/A
Presenter:	N/A
Caption:	Discuss conducting a full audit. **(Requested by Commissioner Catherine Rice)**
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

Public Safety Committee

Meeting Date: August 12, 2025

Approval of Fire Apparatus Purchase through LOC and NPPGov Cooperative Contract

Department:	Fire
Presenter:	Antonio Burden, Fire Chief/EMA Director
Caption:	Motion to approve the purchase of one (1) Pierce custom 107' straight stick aerial truck through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
Background:	The Augusta Fire Department would like to purchase one (1) Pierce custom 107' straight stick aerial truck through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
Analysis:	The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Apparatus. LOC works in cooperation with National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO and dba Law Enforcement GPO to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to purchase through cooperative agreement and the resulting Master Price Agreement.
Financial Impact:	$1,975,000
Alternatives:	None at this time.
Recommendation:	To approve the Motion to approve the purchase of one (1) Pierce custom 107' straight stick aerial truck through the League of Oregon Cities (LOC) and the NPPGov Cooperative Contract.
Funds are available in the following accounts:	274034110-5422320
REVIEWED AND APPROVED BY:	Antonio Burden, Fire Chief/EMA Director.

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP #1905

SOLICITATION FOR: FIRE APPARATUS

Notice is hereby given that the LEAGUE OF OREGON CITIES will accept sealed proposals for **FIRE APPARATUS** at the address listed below, until **5:00 PM PST** on **February 11th, 2020.** Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division ("NPPGov") across the nation, including but not limited to governmental units incorporated by "ATTACHMENT H" of the Request for Proposal (RFP), WIPHE members identified in "ATTACHMENT G" of the RFP, as well as government units in all other states (collectively, "Participating Agencies"). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

LOC FIRE APPARATUS RFP #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

All Proposals must clearly state RFP #1905 and Proposing company's full name on the OUTERMOST packaging.

NOTE: THE LEAGUE OF OREGON CITIES WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

LOC "FIRE APPARATUS RFP" #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

rfp@orcities.org

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIRE APPARATUS**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES ("LOC") serves as the "Lead Contracting Agency" for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as "NPPGov"), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO, Hawaii, and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as "Participating Agencies"). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as "Proposer") to enter into a Master Price Agreement for FIRE APPARATUS.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as "Solicitation" or "RFP") is to invite Proposers to submit a competitive pricing proposal offering FIRE APPARATUS to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIRE APPARATUS for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer's response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer's response should also take into consideration the considerable market potential for this

Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to

NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIRE APPARATUS offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be in included in Vendor's Proposal.

2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.

2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.

2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the

resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.

2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)'s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer(s)'s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC's right to insist on strict fulfillment of Proposer(s)'s obligations under this RFP.

The insurance policies required by this RFP, except Workers' Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)'s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publications: November 12th, 2019

4.1.2 Question and Answer period

The LOC will post questions and answers concerning this Solicitation no later than 10 days prior to the proposal due date. All questions shall be submitted in writing via email to, Contract Manager, at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted on the

LOC website at www.orcities.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is **5:00 PM PST, on February 11th, 2020.** The LOC must receive all proposals before **5:00 PM PST** on the above closing date in the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , Executive Director, 1201 Court St. NE, Suite 200, Salem, OR 97301.

Approximate opening date: 9:00 AM PST on **February 11th, 2020** at the office of the LEAGUE OF OREGON CITIES, c/o Procurement Coordinator , 1201 Court St. NE, Suite 200, Salem, OR 97301.

Proposal selection: February 12th 2020 to March 20th, 2020.

Approximate award date: March 20th, 2020.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem, OR 97301

All inquiries concerning information herein shall be addressed to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Administrative telephone inquiries shall be addressed to:

Procurement Coordinator
Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

LEAGUE OF OREGON CITIES
c/o Procurement Coordinator
1201 Court St. NE
Suite 200
Salem, OR 97301

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

LOC "PUBLIC SAFETY MEDICAL SUPPLIES, EQUIPMENT AND RFP" #1905
LEAGUE OF OREGON CITIES
c/o Procurement Coordinator , Contract Manager
1201 Court St. NE
Suite 200
Salem, OR 97301

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP #1905." Exceptions not listed under the heading "Exception to the Solicitation, RFP #1905." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.

4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.

4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.

4.5.6 Exceptions to the Solicitation, RFP #1905.

4.5.7 PRICING SCHEDULE ("ATTACHMENT D").

4.5.8 PROPOSER PROFILE WORKBOOK ("ATTACHMENT B").

4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.

4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).

4.5.11 Signed Addenda, if any.

4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience & References 6) Coverage 7) Conformance
At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.

5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.

5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.

5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.

5.2.2 The LOC reserves the right to:

5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).

5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the

conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION
The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The "Yes" or "No" questions below are to help evaluators familiarize themselves with **national** vendors. Indicate "Yes" or "No" as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
  Yes No

- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
  Yes No

- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
  Yes No

- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
  Yes No

- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
  Yes No

- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
  Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID number of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate "yes" or "no" below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate "yes" or "no" below?

YES ☐ NO ☐
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes No [Circle one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer's willingness to allow training to its local and national sales force about the

use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACT:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		**Title:**	
Mailing Address:			
City:		**State & Zip:**	
Email Address:			
Phone #:		**Fax #:**	
Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]

6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.5 Special Orders. [Insert response in box below]
6.6 Post sale services issues. [Insert response in box below]
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]
6.8 Technical support services Proposer provides. [Insert response in box below]

6.9 Product substitution policy. [Insert response in box below]
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]

6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:

6.12 Shipment tracking. [Insert response in box below]
6.13 Back order tracking process. [Insert response in box below]
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]
8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFOMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

FIRE APPARATUS Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? **(leave blank for none)**	Number of distribution centers in each state? **(leave blank for none)**	Number of support locations in each state? **(leave blank for none)**
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

_____
(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIRE APPARATUS

Introduction:

The intent of this bid solicitation is to acquire pricing that will be used to establish purchase contracts for various types of fire apparatus, emergency planning and management vehicles. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform the desired function.

Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

Response should include any and all fire apparatus proposer wishes to be considered for contract including but not limited to:

- Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)
- Aircraft Rescue & Fire-Fighting Vehicles
- Pumper Fire Apparatus
- Pumper-Tanker / Elliptical-Tanker Fire Apparatus)
- Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc...)
- Watercraft Rescue & Fire-Fighting Vehicles
- Wildland Fire Apparatus (Brush Fire)
- Other Apparatus and associated products or services not included in other categories.

NOTE: For each category responded to by proposer, there needs to be a list of "Base Model Vehicles" included in the proposer's submission. This provides evaluators and members a list of the vehicles offered as a starting point for comparison and/or needs assessment.

Apparatus must meet the general guidelines and specifications required in the latest edition of the National Fire Protection Association (NFPA) Standard for Automotive Fire Apparatus (NFPA 1901) and any standards referenced therein. All proposed apparatus must also comply with all applicable federal licensing, rules and regulations including but not limited to:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Nondestructive Testing (ASNT)
- American Society for Testing Materials (ASTM)
- American Welding Society (AWS)
- Department of Transportation (DOT)
- Environmental Protection Agency (EPA)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Institute of Electrical and Electronics Engineers (IEEE)

- National Institute for Occupational Safety and Health (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Society of Automotive Engineers (SAE)
- Underwriters Laboratory (UL)

Additionally, all proposed apparatus must meet applicable state DOT, licensing, rules and regulations in states covered by the response.

Because the specifications of this RFP are general in nature in order to meet the needs of the LOC and all members of the Government Division of National Purchasing Partners, it is incumbent upon the proposer to provide specifications and details for all apparatus and options in their response.

All responses must outline all related aspects of the vehicle sale including but not limited to sales (through authorized dealers), pre-delivery costs (including up to 3 factory visits), delivery, training, manuals, warranty,
and service.

These specifications are intended to cover the complete range of Fire Apparatus. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: **Proposers are not required to respond to all categories**. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: AERIAL FIRE APPARATUS
- BOOM/PLATFORM
- LADDER
- PLATFORM

CATEGORY 2: AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 3: PUMPER FIRE APPARATUS

CATEGORY 4: PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS

CATEGORY 5: SPECIAL SERVICE APPARATUS
- RESCUE
- RE-HABILITATION
- HAZMAT
- MOBILE COMMAND CENTER

CATEGORY 6: WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES

CATEGORY 7: WILDLAND FIRE APPARATUS (BRUSH FIRE)

CATEGORY 8: OTHER: Other Apparatus and associated products or services not included in other categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.
The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon any one of the following:

1. Fixed discount(s) off published price list(s) or catalog(s)
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3. A combination of the above.

Vehicle Models
Proposers shall provide pricing on all apparatus vehicle models they wish to be considered including, but not limited to, the following categories where applicable:

- Chassis/cab builder/Hull
- Cab designs (2/4 door, tilt cab, etc.)
- Cab/body sheet metals (e.g., Stainless steel, aluminum, galvanized)
- Rear axle configuration (single/tandem/tandem front steering/triple rear)
- Fire pump capacities & mounting locations (e.g., 1250/1500/2500 GPM Pump, rear/mid-mounted)
- Body configurations (e.g., Walk-In/Non-Walk-In body)
- Aerial categories (e.g., Construction/turntable positions/aerial device functions)
- Propulsion Type

EXAMPLE

FIRE APPARATUS PRICING SCHEDULE	
NOTE: Be sure to provide ALL models for each particular type of apparatus vehicle to be considered. Add/Insert additional lines as necessary. The following categories are just suggested; it is anticipated the name, number, and name of actual categories provided by proposer will vary significantly	Percentage (%) off List Price* (***OR*** fixed price if % off pricing is not available)
AERIAL FIRE APPARATUS	
EXAMPLE:	*EXAMPLE:*

Ford F-550 2-Door, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted	*15% off List Price* *Or* *$550,000*
Options for each vehicle model or type may be listed here or as a separate options table	
EXAMPLE: *Entire catalog of options*	*EXAMPLE:* *10% Off List Price*
AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
PUMPER FIRE APPARATUS	
PUMPER-TANKER / ELLIPTICAL-TANKER FIRE APPARATUS	
SPECIAL SERVICE APPARATUS	
WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES	
WILDLAND FIRE APPARATUS	
OTHER: Other Apparatus	

* Identify used to establish of list price and publication date or expiration date.

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1
Proposal Responsiveness

Component	YES	NO
Submitted on time		
Company name and RFP number on outermost packaging		
Completed Proposer Profile Workbook (PPW)		
Included pricing structure		
Included references		
Proposal signed		
Deemed Fully Responsive	YES	NO

Categorized as Local, Regional or National	Local	Regional	National

Proposal Evaluation Form

STEP 2
Full Evaluation of Proposal

Point Value Definitions
(5) Exceeded Requirements - Compelling Detail, Showed Ability to Complete
(4) Met Requirements - Thorough, Provided Supportive Material/Examples
(3) Satisfied Requirements - Sufficient
(2) Unclear if Requirements Met - Poor or Confusing
(1) Did Not Comply with Requirements - Substandard or Blank

Component Evaluated	Weight	Possible Points (1-5)	Total Points (Weight x PP)	Evaluator's Comments
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Pricing structure.*	25			Comments:
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0.*	15			Comments:
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15			Comments
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15			Comments:

Proven Experience: Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15			Comments:
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10			Comments:
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5			Comments:
TOTAL	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

(1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

(4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167

(5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

(9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

(10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

(11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

(12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

(13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G

WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ DOES NOT agree to sell to WIPHE Institutions.

_____ AGREES to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVTE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BOISTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT
CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLICE FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTITAS COUNTY
KITTITAS COUNTY PUD
KITTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H

LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

ADAIR VILLAGE
ADAMS
ADRIAN
ALBANY
AMITY
ANTELOPE
ARLINGTON
ASHLAND
ASTORIA
ATHENA
AUMSVILLE
AURORA
BAKER CITY
BANDON
BANKS
BARLOW
BAY CITY
BEAVERTON
BEND
BOARDMAN
BONANZA
BROOKINGS
BROWNSVILLE
BURNS
BUTTE FALLS
CANBY
CANNON BEACH
CANYON CITY
CANYONVILLE
CARLTON
CASCADE LOCKS
CAVE JUNCTION
CENTRAL POINT
CHILOQUIN
CLATSKANIE
COBURG
COLUMBIA CITY
CONDON
COOSBAY
COQUILLE
CORNELIUS
CORVALLIS
COTTAGE GROVE
COVE
CRESWELL
CULVER
DALLAS
DAMASCAS
DAYTON
DAYVILLE
DEPOE BAY
DETROIT
DONALD
DRAIN
DUFUR
DUNDEE
DUNES CITY
DURHAM
EAGLE POINT
ECHO
ELGIN
ELKTON
ENTERPRISE
ESTACADA
EUGENE
FAIRVIEW
FALLS CITY
FLORENCE
FOREST GROVE
FOSSIL
GARBALDI
GASTON
GATES
GEARHART
GERVAIS
GLADSTONE
GLENDALE
GOLD BEACH
GOLD HILL
GRANITE
GRANTS PASS
GRASS VALLEY
GREENHORN
GRESHAM
HAINES
HALFWAY
HALSEY
HAPPY VALLEY
HARRISBURG
HELIX
HEPPNER
HERMISTON
HILLSBORO
HINES
HOOD RIVER
HUBBARD
HUNTINGTON
IDANHA
IMBLER
INDEPENDENCE
IONE
IRRIGON
ISLAND CITY
JACKSONVILLE
JEFFERSON
JOHN DAY
JOHNSON CITY
JORDAN VALLEY
JOSEPH
JUNCTION CITY
KEIZER
KING CITY
KLAMATH FALLS
LA GRANDE
LAPINE
LAFAYETTE
LAKE OSWEGO
LAKESIDE
LAKEVIEW
LEBANON
LEXINGTON
LINCOLN CITY
LONEROCK
LONG CREEK
LOSTINE
LOWELL
LYONS
MADRAS
MALIN
MANZANITA
MAUPIN
MAYWOOD PARK
MCMINNVILLE
MEDFORD
MERRILL
METOLIUS
MILLCITY
MILLERSBURG
MILTON-
FREEWATER
MILWAUKIE
MITCHELL
MOLALLA
MONMOUTH
MONROE
MONUMENT
MORO
MOSIER
MT ANGEL
MT VERNON
MYRTLE CREEK
MYRTLE POINT
NEHALEM
NEWBERG
NEWPORT
NORTH BEND
NORTH PLAINS
NORTH POWDER
NYSSA
OAKLAND
OAKRIDGE
ONTARIO
OREGON CITY
PAISLEY
PENDLETON
PHILOMATH
PHOENIX
PILOT ROCK
PORT ORFORD
PORTLAND
POWERS
PRAIRIE CITY
PRESCOTT
PRINEVILLE
RAINIER
REDMOND
REEDSPORT
RICHLAND
RIDDLE
RIVERGROVE
ROCKAWAY
BEACH
ROGUE RIVER
ROSEBURG
RUFUS
SALEM
SANDY
SCAPPOUSE
SCIO
SCOTT MILLS
SEASIDE
SENECA
SHADY COVE
SHANIKO
SHERIDAN
SHERWOOD
SILETZ
SILVERTON
SISTERS
SODAVILLE
SPRAY
SPRINGFIELD
ST HELENS
ST PAUL
STANFIELD
STAYTON
SUBLIMITY
SUMMERVILLE
SUMPTER
SUTHERLIN
SWEET HOME
TALENT
TANGENT
THE DALLES
TIGARD
TILLAMOOK
TOLEDO
TROUTDALE
TUALATIN
TURNER
UKIAH
UMATILLA
UNION
UNITY
VALE
VENETA
VERNONIA
WALDPORT
WALLOWA
WARRENTON
WASCO
WATERLOO
WESTLINN
WESTFIR
WESTON
WHEELER
WILLAMINA
WILSONVILLE
WINSTON
WOOD VILLAGE
WOODBURN
YACHATS
YAMHILL
YONCALLA

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui

Equipment Proposal

Proposal # 20250716

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 16, 2025 ("Proposal Date") **Customer:** Augusta FD ("Customer")

Customer Address: 3117 Deans Bridge RD, Augusta GA 30906

Qty	Product Description & Options	Price
1	**Pierce custom 107' straight stick aerial**	**$1,975,000.00**
	Total:	**$1,975,000.00**

** Pricing is subject to change as follows:

(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.

(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 13 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Pricing is based on the NPP.GOV contract. Pricing to be used to aquore stock 107 Ascendant and expires in 90 days

Unless accepted within 30 days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Augusta FD**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: **Jeff Amlong**

Date: **07/16/2025**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company;

(b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

   a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Commission Meeting

August 19, 2025

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the August 5, 2025 Commission Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

August 19, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Mr. William Brown to the General Aviation Commission - Daniel Field representing District 5. **(Requested by Commissioner Don Clark)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

August 19, 2025

Airline Recruitment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** $1,000,000 funding in the FY 2026 General Fund operating budget to support new airline recruitment. (**Requested by Augusta Regional Airport at Bush Field)**
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.Commission.Meeting

Meeting Date: 08/19/25

Augusta Regional Airport (AGS) – Airline Recruitment Funding Support

Department: Augusta Regional Airport (AGS)

Presenter: Herbert L. Judon, Jr., Airport Executive Director

Caption: Motion to approve $1,000,000 funding in the FY 2026 General Fund operating budget to support new airline recruitment.

Background: One of the Airport's primary focus areas is the growth of commercial service airline routes. Currently, AGS staff are in advanced negotiations with a prospective airline. If this comes to fruition, the prospective airline will provide direct service to/from Augusta to two new markets with the possibility of additional future routes.

The funds requested would be aggregated with other public and private sector donors to create a local pool of cash to develop a Minimum Revenue Guarantee (MRG) to incentivize new airline service in Augusta. In this very competitive environment, MRGs are contractual agreements that are common practice to entice airlines to begin or expand service. These funds are intended to mitigate some of the financial risks associated with startup air service. MRG's are usually structured for a finite period (typically one year) and the funds are disbursed at intervals only when specific flight segments fall short of projected revenue thresholds.

Analysis: Augusta Regional Airport (AGS) is one of the region's largest economic and quality-of-life generators providing aeronautical resources for the constituents of the greater Augusta Metropolitan Statistical Area (MSA) and beyond. The Georgia Department of Transportation's (GDOT) 2020 Economic Impact Study showed that AGS had a $285,707,700 local economic impact and generates $12,986,650 in Airport-Supported Annual State & Local Sales/Income Tax Revenues**.** The Airport also serves as the primary aviation gateway for the Masters® Golf Tournament transporting tens of thousands of patrons in and out of Augusta via commercial, business, and corporate aviation facilities and resources. The Airport supports other high-profile regional events such as the Nike Peach Jam®, Steeplechase, Augusta Ironman, Military Exodus, etc.

The Airport is critically important and has been a great regional partner. Not only does the Airport provide efficient facilities for business and leisure travel, the Airport also consistently contributes to and serves the region in diverse ways such hosting community events, sponsorships, business incubation, and emergency response/mutual aid.

To illustrate this, in the immediate aftermath of Hurricane Helene, the Airport stepped up to support the entire region. For several days the Airport was the only County governmental entity with operating fuel resources. The Airport provided fuel for vehicles and equipment for a myriad of local and regional public safety and response agencies (e.g., law enforcement, fire, coroner, state agencies, etc.). These resources (fuel) likely saved lives and property and undoubtedly prevented an already bad situation from exacerbating.

The Airport is a strong and diverse community resource, and we request reciprocal monetary support for this very important endeavor. Increased airline service (routes) is one of the prominent requests we regularly receive from customers and local constituents.

Table 1:

Economic Metrics

Annual Economic Outputs	$285,707,700
Annual State & Local Sales/ Income Tax Revenues	$12,986,650

Aeronautical activity generated by a new entrant airline and additional flights would increase the above economic metrics. Although not quantifiable, these additional flights would also positively impact constituent quality of life metrics by expanding local originating airline routes.

Financial Impact: Per regulations, the Airport is not allowed to use Airport Enterprise Funds to directly support MRGs hence the request to Augusta Richmond County (and others). Once the MRG is developed, a third party will serve as a surrogate/financial manager and will receive, disburse, and provide accounting records.

The County provided similar support through a 2017 US DOT Small Community Air Service Development (SCASD) Grant to support the successful initiation of the Washington, DC flight.

Additional Information:

1) Commitment of the funds are vital in securing assurance from the prospective airline. However, *there is a chance these funds may not be used or only partially used.* Use of the funds are dependent on the performance of the prospective airline routes.

2) The potential use of the funds would only occur if an commits/agrees to begin service at Augusta Regional Airport (AGS).
3) If required, the funds will almost assuredly not be used until the second quarter of FY 2026 (April) at the earliest.
4) If disbursements are required, the entire amount ($1,000,000) will not be expended in a lump sum. Instead, incremental payments would be made only during periods (months) when revenue shortfalls exist (e.g., when the airline does not meet minimum revenue thresholds).
5) This particular minimum revenue guarantee agreement is for one year.
6) Any portions of unused funding from Augusta will be returned to the general fund balance.

Alternatives: N/A

Recommendation: Approve $1,000,000 funding in the FY 2026 general fund operating budget to support new airline recruitment.

Funds are available in the following accounts: FY 2026 General Fund

REVIEWED AND APPROVED BY: N/A

Administrative Services Committee

August 12, 2025

Name of Coroner's Office Morgue

Department:	N/A
Presenter:	N/A
Caption:	Motion to name Coroner's Office Morgue "Mark Bowen Morgue" in honor of Coroner Mark Bowen. **(Requested by Commissioner Jordan Johnson)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Administrative Services Committee

August 12, 2025

Establishing board to make final hiring decisions

Department:	N/A
Presenter:	N/A
Caption:	**Mr. Lawrence Brannen** requesting establishing a board to make final hiring decisions on employee applications thereby removing power from being solely in the hands of Department Directors.
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

August 19, 2025

Usage Fee

Department:	N/A
Presenter:	N/A
Caption:	**Discussion and consideration** of a Usage Fee for Outside Entities Transporting Solid Waste and Landfill-Bound Material to the Augusta-Richmond County Landfill. **(Requested by Mayor Garnett Johnson)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

August 19, 2025

Reconsideration of waste management monthly payment option

Department:	N/A
Presenter:	N/A
Caption:	Reconsideration of waste management monthly payment option. **(Requested by Commissioner Stacy Pulliam)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Wednesday, August 13, 2025 9:40 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Agenda Item

Great Evening,

Ms. @Lena Bonner I would like to add the following to the agenda 8/19

I would like to reconsider the vote for waste management monthly payment option.

Kind Regards,

Waste Collection Fees

August 12, 2025

Ms. Tameka Allen, Administrator
Dr. Hameed Malik, Engineering & Environmental Services Director

Waste Collection Fee Scenario – Full Year

Presented 7/29/25	Current (No Increase) $320.50/year	Option A ($4.50/mo increase) $374.50/year	Option B ($6.25/mo increase) $395.50/year
Collection Fees	$21,842,920	$25,933,530	$27,524,330
Other Funds	$1,250,000	$1,250,000	$1,250,000
Vacant Lot Fee Recovery	$400,000		$400,000
Total Revenue	**$23,492,920**	**$27,183,530**	**$29,174,330**
Waste Hauling Contract Fees	$18,451,100	$18,451,100	$18,451,100
Disposal Cost	$4,000,000	$4,000,000	$4,000,000
Contract Management & Operational Cost	$2,168,750	$2,168,750	$2,168,750
Other Waste Management	$2,050,000	$2,050,000	$2,050,000
Environmental Compliance (USTs, SW IGP, Misc.)	$350,000	$350,000	$350,000
Total Operating Cost	**$27,019,850**	**$27,019,850**	**$27,019,850**
Remaining Funds (Deficit)	**($3,526,930)**	**$163,680**	**$2,154,480**
Vacant Lot	$1,000,000	*Move to General Fund or Eliminate*	$1,000,000
Mosquito Control	$300,000		$300,000
Demolition	$750,000		$750,000
Total Indirect/Ancillary Costs	**$2,050,000**		**$2,050,000**
Total Net (Deficit)	**($5,576,930)**	**$163,680**	**$104,480**

Waste Collection Fee Scenarios – Full Year

Updated 8/11/25	Current (No Increase) $320.50/year	Option A ($4.50/mo increase) $374.50/year	NEW - Option C ($3/mo increase) $356.50/year
Collection Fees	$21,842,920	$25,933,530	$24,570,000
Other Funds	$1,250,000	$1,250,000	$1,250,000
Total Revenue	**$23,092,920**	**$27,183,530**	**$25,820,000**
Waste Hauling Contract Fees	$18,451,100	$18,451,100	$18,451,100
Disposal Cost	$4,000,000	$4,000,000	$4,000,000
Contract Management & Operational Cost	$2,168,750	$2,168,750	$2,168,750
Other Waste Management	$2,050,000	$2,050,000	$2,050,000
Environmental Compliance (USTs, SW IGP, Misc.)	$350,000	$350,000	$350,000
Total Operating Cost	**$27,019,850**	**$27,019,850**	**$27,019,850**
Remaining Funds (Deficit)	**($3,926,930)**	**$163,680**	**($1,199,850)**
Vacant Lot Mosquito Control Demolition	*Move to General Fund or Eliminate*	*Move to General Fund or Eliminate*	*Move to General Fund or Eliminate*
Total Indirect/Ancillary Costs			
Total Net (Deficit)	**($3,926,930)**	**$163,680**	**($1,199,850)**

questions?

Commission Meeting

August 19, 2025

Water Park

Department:	N/A
Presenter:	N/A
Caption:	Discuss and **approve** process to start seeking a partner for building and operating a water park on the south side preferably Diamond Lakes Park using 5 million dollars in seed money from SPLOST 8. **(Requested by Commissioner Brandon Garrett)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Public Safety Committee Meetings

Meeting Date: 7/29/2025

Grant Award

Department:	Richmond County State Court- Accountability Court
Presenter:	Kadijah Lloyd, State Court Accountability Court Coordinator
Caption:	Motion to approve acceptance of FY26 Criminal Justice Coordinating Counsel grant award in the amount of $120,902.00 with a match of $18,135.00.
Background:	N/A
Analysis:	N/A
Financial Impact:	These funds are vital to the operation of State Court Accountability Courts.
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	204022320-511111
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
PR000568	STATE CT	CRIMINAL JUSTICE COORDINATING COUNCIL FY26 GRANT

Requesting annual grant funds offered by the Criminal Justice Coordinating Council for the operation of State Court Accountability Court DUI & Veterans Court Programs/ Cash Match : 15% cash match funding source is in-kind from Coordinator's salary/ EEO required No/ EEO Department notified No

Start Date: 07/01/2025 **End Date:** 06/30/2026
Submit Date: 02/06/2025 **Department:** 026 State Court **Cash Match?** Y
Total Budgeted Amount: 173,335.00 **Total Funding Agency:** 147,335.00 **Total Cash Match:** 26,000.00

Sponsor: GM0012 Criminal Justice Coord Co
Sponsor Type: S State
Purpose: 4 DUI Courts **Flow Thru ID:**

Contacts

Type	ID	Name	Phone
I	GMI001	Page, Crystal	(706)849-3484

Approvals

Type	By	Date
FA	K MCINTYRE	02/07/2025

Dept. Signature: [signature]
Grant Coordinator Signature: [signature] 2/10/2025

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

[signature] 2/10/2025
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] 2/13/2025
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.

GRANT AWARD

CRIMINAL JUSTICE COORDINATING COUNCIL

2026 Accountability Court Funding Program

SUBAWARDEE:	Augusta-Richmond County	CFDA NUMBER:	N/A
Employer Identification Number (EIN):	158220427A	SUBAWARD NUMBER:	AW-ACFP-26-198-134
IMPLEMENTING AGENCY:	Richmond County DUI Court	SUBGRANT PERIOD:	07/01/2025 - 06/30/2026
PROJECT TYPE:	DUI Court	SUB AWARD AMOUNT:	$102,767.00
AWARD NUMBER:	State Accountability Court Program	MATCHING FUNDS:	$18,135.00
AWARD PERIOD:	07/01/2025 - 06/30/2026	TOTAL FUNDS:	$120,902.00

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council. This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2025.

Reimbursement/Payment Frequency: Quarterly

Agency Approval

Jay Neal, Director
Criminal Justice Coordinating

Date

7/11/2025

Awardee Approval

Signed Name: _____

Printed Name: Garnett L. Johnson

Title: Mayor

Date: _____

Commission Meeting

August 19, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the reappointment of **Mr. Gregory Hill** to the Augusta Economic Development Authority AEDA). **(Requested by Commissioner Tony Lewis)**.
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

August 19, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** reappointment of Stephen Kendrick to AEDA. **(Requested by Commissioner Brandon Garrett)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Commission Meeting

August 19, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Re-appointment of Mr. Corey Johnson to the Augusta Economic Development Authority. **(Requested by Commissioner Don Clark)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Commissioner Donald Clark
Sent: Thursday, August 14, 2025 8:58 AM
To: Lena Bonner; Natasha L. McFarley
Subject: Agenda Items for Next Commission Meeting

Ms. Bonner

Please add the following items to the agenda:

1. Present the new RCSS Superintendent, Dr. Malinda Cobb

2. Re-appointment of Mr. Corey Johnson to the Augusta Economic Development Authority

3. Appoint Mr. William Brown to the General Aviation Commission - Daniel Field

Thank you in advance!

Commissioner Clark

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AED:104.1

Commission Meeting

August 19, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the appointment of Melanie Taylor for the Economic Development Authority Board. **(Requested by Commissioner Catherine Rice)**
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 Catherine Smith-McKnight
Sent: Thursday, August 14, 2025 8:41 AM
To: Lena Bonner
Subject: Economic Development Authority

Ms Bonner,

I would like to approve the appointment of Melanie Taylor for the Economic Development Authority Board. Please place on Tuesday's Commission agenda.

Respectfully,

Commissioner Catherine Smith Rice

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AED:104.1

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Ms.
First Name *	Melanie
Middle Name *	Anita
Last Name *	Taylor
Suffix	
Date Of Birth *	7/25/1984
Address *	Street Address 738 Riverfront Dr Address Line 2 City: Augusta State / Province / Region: Ga Postal / Zip Code: 30901 Country: Us
Home Phone *	706-284-7316
Work Phone	706 945 0182
Registered Voter *	(●) District 1 ( ) District 2 ( ) District 3 ( ) District 4 ( ) District 5 ( ) District 6 ( ) District 7 ( ) District 8 ( ) None
Marital Status *	Single
Education *	Some College
Race *	Black
Gender *	Female
Occupation *	Business Owner
Interests	Community Involvement, Growth and training

Commissions, Authorities, & Boards

Volunteer For *	Development Authority of Augusta Georgia 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 melanie_taylor1@yahoo.com

Commission Meeting

August 19, 2025

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the reappointment of former Mayor Deke Copenhaver to the Augusta Economic Development Authority. **(Requested by Mayor Garnett Johnson)**
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

Lena Bonner

From: Garnett Johnson
Sent: Thursday, August 14, 2025 8:45 AM
To: Lena Bonner; Natasha L. McFarley
Cc: Mayor Johnson
Subject: Reappointment of Deke Copenhaver

Good morning Madam Clerk,

Please add to next week's commission agenda for the reappointment of Former Mayor Deke Copenhaver to the Augusta Economic Development Authority.

Thanks,

Garnett

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AED:104.1

Commission Meeting

August 5, 2025

2025 Millage Rates

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Motion to approve proposed 2025 mill rates for each taxing district, including County M&O, Urban Services M&O, Capital outlay Fund, Blythe Fire District M&O and Fire Protection, advertise the required 5-year history of the digest and to schedule the date of August 19, 2025, for the meeting to adopt the rates as proposed.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Motion to approve proposed 2025 mill rates for each taxing district, including County M&O, Urban Services M&O, Capital outlay Fund, Blythe Fire District M&O and Fire Protection, advertise the required 5-year history of the digest and to schedule the date of August 19, 2025, for the meeting to adopt the rates as proposed.
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A

2025 Millage Rate Discussion

Timothy E. Schroer, CPA, CGMA

August 19, 2025

Augusta – Richmond County Georgia
Schedule of 2025 Rollback Millage Rates

MILLAGE RATE BY FUND	Approved Rate 2024	Calculated Rollback Rate 2025	Decrease from 2024 Mill Rate
COUNTY-WIDE GENERAL	12.251	11.872	-0.379
SALES TAX CREDIT	5.783	5.595	-0.188
COUNTY GENERAL FUND-NET M&O	6.468	6.277	-0.191
URBAN SERVICES GENERAL	8.807	8.372	-0.435
SALES TAX CREDIT - URBAN	5.272	4.969	-0.303
URBAN SERVICES DIST.-NET M&O	3.535	3.403	-0.132
CAPITAL OUTLAY FUND	0.516	0.501	-0.015
FIRE PROTECTION	1.397	1.358	-0.039
BLYTHE-FIRE DISTRICT M&O	2.032	1.923	-0.109

2025 TAX CAP with roll back rate

	General Fund	Urban Services Fund	Fire Protection Fund
1979 Millage Rate	16.520	25.960	2.900
1979 Millage Rate @ 7% Growth	17.676	27.777	3.103
Prior Year Digest (000,000's)	$ 8,109	$ 1,481	$ 6,420
Current Year Digest (000,000's)	$ 8,419	$ 1,576	$ 6,651
Gross Tax Cap Calculated	17.026	26.103	2.995
Net Millage Rate Proposed	6.277	3.403	1.358
Capital Outlay mill rate	0.501	0.000	0.000
Sales Tax Credit 2024 Calculation	5.595	4.969	0.000
Gross Millage Rate	12.373	8.372	1.358
Gross Tax Cap Calculated	17.026	26.103	2.995
Millage Rate Less Than Tax Cap	4.652	17.731	1.637
$ Amount Less Than Tax Cap (000's)	$ 39,169	$ 27,944	$ 10,889
% of Tax Cap	72.7%	32.1%	45.3%

Required 5 Year History Ad Showing Rollback Rate

NOTICE

The **(County Name) County Board of Commissioners** does hereby announce that the millage rate will be set at a meeting to be held at the **(Place of Meeting)** on **(Date of Meeting)** at **(Time of Meeting)** and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2025 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

	COUNTY WIDE		2020	2021	2022	2023	2024	2025
County wide Area	VALUE	Real & Personal	5,952,930,998	6,129,786,952	7,074,284,271	8,684,978,133	9,070,606,924	9,432,602,831
		Motor Vehicles	59,685,020	49,989,750	43,096,170	43,093,690	39,146,980	34,620,570
		Mobile Homes	14,009,131	15,341,498	17,480,417	18,968,798	19,589,434	21,285,694
		Timber - 100%	1,130,769	1,229,569	746,370	486,301	977,448	749,694
		Heavy Duty Equipment	146,122	136,060	177,725	406,436	125,850	198,138
		Gross Digest	6,027,902,040	6,196,483,829	7,135,784,953	8,747,933,358	9,130,446,636	9,489,456,927
		Less Exemptions	747,487,962	781,612,411	842,314,676	927,915,815	1,020,713,036	1,070,488,841
		NET DIGEST VALUE	5,280,414,078	5,414,871,418	6,293,470,277	7,820,017,543	8,109,733,600	8,418,968,086
	RATE	Gross Maintenance & Operation Millage	15.5190	15.0110	14.0630	12.1000	12.2510	11.8720
		Less Rollback (Local Option Sales Tax)	6.4740	5.9660	6.0770	5.4360	5.7830	5.5950
		NET M&O MILLAGE RATE	9.0450	9.0450	7.9860	6.6640	6.4680	6.2770
	TAX	**TOTAL M&O TAXES LEVIED**	$47,761,345	$48,977,512	$50,259,654	$52,112,597	$52,453,757	$52,845,863
		Net Tax $ Increase		$1,216,167	$1,282,142	$1,852,943	$341,160	$392,106
		Net Tax % Increase		2.55%	2.62%	3.69%	0.65%	0.75%

Revenue at Various Millage Rates

2025 Rollback Rate

Key Description	2025 Budget	Estimated Actual	Variance	Millage Rate
General Fund	13,706,820	13,437,079	(269,741)	6.277
Law Enforcement	38,410,360	37,654,476	(755,884)	6.277
Total County M&O			**(1,025,625)**	
Urban Services District	5,056,740	5,098,939	42,199	3.403
Capital Outlay	4,055,450	4,056,888	1,438	0.501
Fire Protection	8,722,330	8,791,680	69,350	1.358

2024 Millage Rate

Key Description	2025 Budget	Estimated Actual	Variance	Millage Rate
General Fund	13,706,820	13,850,832	144,012	6.468
Law Enforcement	38,410,360	38,813,929	403,569	6.468
Total County M&O			**547,581**	
Urban Services District	5,056,740	5,302,108	245,368	3.535
Capital Outlay	4,055,450	4,179,809	124,359	0.516
Fire Protection	8,722,330	9,044,769	322,439	1.397

.5 mill increase for County and Urban M&O others at rollback rate

Key Description	2025 Budget	Estimated Actual	Variance	Millage Rate
General Fund	13,706,820	14,933,956	1,227,136	6.968
Law Enforcement	38,410,360	41,849,147	3,438,787	6.968
Total County M&O			**4,665,923**	
Urban Services District	5,056,740	6,071,689	1,014,949	4.035
Capital Outlay	4,055,450	4,056,888	1,438	0.501
Fire Protection	8,722,330	8,791,680	69,350	1.358

Value of a mill by taxing district

Taxing District	Value of a mill
County M&O	$ 8,000,125
Urban M&O	$ 3,671,334
Fire M&O	$ 6,182,726

Proposed Timeline for Approval of Rollback Rate:

August 19, 2025	Commission sets 2025 Proposed Mill Rates and announces date that final rates will be approved.
Prior to August 26, 2025	Required 5 year history and Current Year Digest appear in newspaper and are posted to web site. The ad contains the time and place for meeting for adoption of rates.
September 2, 2025	Hold public meeting as advertised to adopt mill rates

Home Value - $220,000

PROPERTY OWNER(S)	MAP CODE		LOCATION		BILL #		DISTRICT	
[redacted]	[redacted]		[redacted] MARTIN LN 30909		[redacted]		002 - RICHMOND COUNTY	
	BUILDING VALUE	LAND VALUE	ACRES	FAIR MARKET VALUE	DUE DATE	BILLING DATE	DISCOUNT DATE	EXEMPTIONS
	$190,400.00	$29,600.00	0.4400	$220000	11/18/2024		2024-10-15	
	DESCRIPTION		MARTIN ESTATES (00000) 002-A					
	FMV	40% ASSESSED VALUE	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	GROSS TAX	LESS CREDITS	NET TAX
SOLID WASTE COLLECTION	$220,000.00	$0	$0	$0	0.000	$320.50	$0.00	$320.50
FIRE TAX	$220,000.00	$88,000	$0	$88,000	1.397	$122.94	$0.00	$122.94
STREET LIGHT CHARGE	$220,000.00	$0	$0	$0	0.000	$85.00	$0.00	$85.00
COUNTY CAPITAL OUTLAY	$220,000.00	$88,000	$0	$88,000	0.516	$45.41	$0.00	$45.41
COUNTY SALES TAX CREDIT	$220,000.00	$0	$0	$0	-5.783	$0.00	-$508.90	$0.00
COUNTY MAINT & OPERATION	$220,000.00	$88,000	$0	$88,000	12.251	$1,078.09	$0.00	$569.19
SCHOOL MAINT & OPERATION	$220,000.00	$88,000	$0	$88,000	18.330	$1,613.04	$0.00	$1,613.04
TOTALS					26.711	$3,264.98	-$508.90	$2,756.08

Value: $220,000 Total Tax Bill: $2,756.08

PROPERTY OWNER(S)	MAP CODE		LOCATION		BILL #		DISTRICT	
[redacted]	[redacted]		[redacted] CUMMING RD 30904		[redacted]		001 - URBAN SERVICE	
	BUILDING VALUE	LAND VALUE	ACRES	FAIR MARKET VALUE	DUE DATE	BILLING DATE	DISCOUNT DATE	EXEMPTIONS
	$206,691.00	$11,330.00	0.2600	$218021	11/18/2024		2024-10-15	S1
	DESCRIPTION		2440 CUMMING RD					
	FMV	40% ASSESSED VALUE	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	GROSS TAX	LESS CREDITS	NET TAX
SOLID WASTE COLLECTION	$218,021.00	$0	$0	$0	0.000	$320.50	$0.00	$320.50
URBAN SALES TAX CREDIT	$218,021.00	$0	$0	$0	-5.272	$0.00	-$433.40	$0.00
URBAN MAINT & OPERATIONS	$218,021.00	$87,208	$5,000	$82,208	8.807	$724.01	$0.00	$290.61
COUNTY CAPITAL OUTLAY	$218,021.00	$87,208	$5,000	$82,208	0.516	$42.42	$0.00	$42.42
COUNTY SALES TAX CREDIT	$218,021.00	$0	$0	$0	-5.783	$0.00	-$475.41	$0.00
COUNTY MAINT & OPERATION	$218,021.00	$87,208	$5,000	$82,208	12.251	$1,007.13	$0.00	$531.72
SCHOOL MAINT & OPERATION	$218,021.00	$87,208	$5,000	$82,208	18.330	$1,506.87	$0.00	$1,506.87
TOTALS					28.849	$3,600.93	-$908.81	$2,692.12

Value: $218,201 Total Tax Bill: $2,692.12

Commercial Value - $190,000

PROPERTY OWNER(S)	MAP CODE		LOCATION		BILL #		DISTRICT	
[redacted]	[redacted]		[redacted] CLARK ST 30907		[redacted]		002 - RICHMOND COUNTY	
	BUILDING VALUE	LAND VALUE	ACRES	FAIR MARKET VALUE	DUE DATE	BILLING DATE	DISCOUNT DATE	EXEMPTIONS
	$123,770.00	$62,724.00	0.2400	$186494	11/18/2024		2024-10-15	
	DESCRIPTION		MARTINEZ TERRACE (00000) 03B-0					
	FMV	40% ASSESSED VALUE	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	GROSS TAX	LESS CREDITS	NET TAX
SOLID WASTE COLLECTION	$186,494.00	$0	$0	$0	0.000	$320.50	$0.00	$320.50
FIRE TAX	$186,494.00	$74,598	$0	$74,598	1.397	$104.21	$0.00	$104.21
STREET LIGHT CHARGE	$186,494.00	$0	$0	$0	0.000	$107.36	$0.00	$107.36
COUNTY CAPITAL OUTLAY	$186,494.00	$74,598	$0	$74,598	0.516	$38.49	$0.00	$38.49
COUNTY SALES TAX CREDIT	$186,494.00	$0	$0	$0	-5.783	$0.00	-$431.40	$0.00
COUNTY MAINT & OPERATION	$186,494.00	$74,598	$0	$74,598	12.251	$913.90	$0.00	$482.50
SCHOOL MAINT & OPERATION	$186,494.00	$74,598	$0	$74,598	18.330	$1,367.38	$0.00	$1,367.38
TOTALS					26.711	$2,851.84	-$431.40	$2,420.44

Value: $186,494 Total Tax Bill: $2,420.44

PROPERTY OWNER(S)	MAP CODE		LOCATION		BILL #		DISTRICT	
[redacted]	[redacted]		[redacted] WALTON WAY 30904		[redacted]		001 - URBAN SERVICE	
	BUILDING VALUE	LAND VALUE	ACRES	FAIR MARKET VALUE	DUE DATE	BILLING DATE	DISCOUNT DATE	EXEMPTIONS
	$134,710.00	$62,728.00	0.1800	$197438	11/18/2024		2024-10-15	
	DESCRIPTION		1542 WALTON WAY					
	FMV	40% ASSESSED VALUE	LESS EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE	GROSS TAX	LESS CREDITS	NET TAX
SOLID WASTE COLLECTION	$197,438.00	$0	$0	$0	0.000	$320.50	$0.00	$320.50
STREET LIGHT CHARGE	$197,438.00	$0	$0	$0	0.000	$107.36	$0.00	$107.36
URBAN SALES TAX CREDIT	$197,438.00	$0	$0	$0	-5.272	$0.00	-$416.35	$0.00
URBAN MAINT & OPERATIONS	$197,438.00	$78,975	$0	$78,975	8.807	$695.53	$0.00	$279.18
COUNTY CAPITAL OUTLAY	$197,438.00	$78,975	$0	$78,975	0.516	$40.75	$0.00	$40.75
COUNTY SALES TAX CREDIT	$197,438.00	$0	$0	$0	-5.783	$0.00	-$456.71	$0.00
COUNTY MAINT & OPERATION	$197,438.00	$78,975	$0	$78,975	12.251	$967.52	$0.00	$510.81
SCHOOL MAINT & OPERATION	$197,438.00	$78,975	$0	$78,975	18.330	$1,447.61	$0.00	$1,447.61
TOTALS					28.849	$3,579.27	-$873.06	$2,706.21

Value: $197,438 Total Tax Bill: $2,706.21

Suburban compared to Urban

RESIDENTIAL	Suburban 2024 Mill Rate	Suburban Amount	Urban 2024 Mill Rate	Urban Amount	Difference
$35,000 House /$9,000 taxable Value					
Countywide	6.468	$ 58.21	6.468	$ 58.21	$ -
Fire Protection	**1.397**	**12.57**	**-**	**-**	**12.57**
Capital Outlay	0.516	4.64	0.516	4.64	-
Urban Services District	**-**	**-**	**3.535**	**31.82**	**(31.82)**
Street Light Assessment		**85.00**		**-**	**85.00**
Garbage		320.50		320.50	-
Total		**$ 480.93**		**$ 415.17**	**$ 65.76**
$50,000 House /$15,000 taxable Value					
Countywide	6.468	$ 97.02	6.468	$ 97.02	$ -
Fire Protection	**1.397**	**20.96**	**-**	**-**	**20.96**
Capital Outlay	0.516	7.74	0.516	7.74	-
Urban Services District	**-**	**-**	**3.535**	**53.03**	**(53.03)**
Street Light Assessment		**85.00**		**-**	**85.00**
Garbage		320.50		320.50	-
Total		**$ 531.22**		**$ 478.29**	**$ 52.93**

Suburban compared to Urban

RESIDENTIAL	Suburban 2024 Mill Rate	Suburban Amount	Urban 2024 Mill Rate	Urban Amount	Difference
$100,000 House /$35,000 taxable Value					
Countywide	6.468	$ 226.38	6.468	$ 226.38	$ -
Fire Protection	**1.397**	**48.90**	**-**	**-**	**48.90**
Capital Outlay	0.516	18.06	0.516	18.06	-
Urban Services District	**-**	**-**	**3.535**	**123.73**	**(123.73)**
Street Light Assessment		**85.00**		**-**	**85.00**
Garbage		320.50		320.50	-
Total		**$ 698.84**		**$ 688.67**	**$ 10.17**
$150,000 House /$55,000 taxable Value					
Countywide	6.468	$ 355.74	6.468	$ 355.74	$ -
Fire Protection	**1.397**	**76.84**	**-**	**-**	**76.84**
Capital Outlay	0.516	28.38	0.516	28.38	-
Urban Services District	**-**	**-**	**3.535**	**194.43**	**(194.43)**
Street Light Assessment		**85.00**			**85.00**
Garbage		320.50		320.50	-
Total		**$ 866.46**		**$ 899.05**	**$ (32.59)**

Suburban compared to Urban

RESIDENTIAL	Suburban 2024 Mill Rate	Suburban Amount	Urban 2024 Mill Rate	Urban Amount	Difference
$200,000 House /$75,000 taxable Value					
Countywide	6.468	$ 485.10	6.468	$ 485.10	$ -
Fire Protection	**1.397**	**104.78**	**-**	**-**	**104.78**
Capital Outlay	0.516	38.70	0.516	38.70	-
Urban Services District	**-**	**-**	**3.535**	**265.13**	**(265.13)**
Street Light Assessment		**85.00**		**-**	**85.00**
Garbage		320.50		320.50	-
Total		**$ 1,034.08**		**$ 1,109.43**	**$ (75.35)**
$300,000 House /$115,000 taxable Value					
Countywide	6.468	$ 743.82	6.468	$ 743.82	$ -
Fire Protection	**1.397**	**160.66**	**-**	**-**	**160.66**
Capital Outlay	0.516	59.34	0.516	59.34	-
Urban Services District	**-**	**-**	**3.535**	**406.53**	**(406.53)**
Street Light Assessment		**85.00**		**-**	**85.00**
Garbage		320.50		320.50	-
Total		**$ 1,369.32**		**$ 1,530.19**	**$ (160.87)**

Action Requested Today for adopting rollback rates

- Motion to approve 2025 mill rates for each taxing district, advertise the required 5 year history of the digest and to schedule the date of September 2, 2025 for the meeting to adopt the rates proposed.

Questions / Comments

Commission Meeting

August 19, 2025

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	N/A